

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Laura Seigle

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 ANGELA AMIRI,

14 Plaintiff,

15 vs.

16 INMODE LTD; and DOES 1 through 50,
17 inclusive,

18 Defendants.

CASE NO. 20STCV06889

**COMPLAINT FOR PERSONAL
INJURIES AND DAMAGES:**

- 1. Negligence
- 2. Strict Product Liability
- 3. Breach of Implied Warranty

I.

**FOR A FIRST COUNT FOR NEGLIGENCE AGAINST DEFENDANTS, AND DOES 1
THROUGH 25, AND EACH OF THEM, PLAINTIFF ALLEGES AS FOLLOWS:**

1. The true names or capacities, whether individual, corporate, associate or otherwise of defendants, DOES 1 through 50, inclusive, are unknown to plaintiff who therefore sues said defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the defendants designated herein as a DOE is negligently responsible in some manner for the events and happenings herein referred to and negligently caused injury and damages proximately thereby to plaintiff as herein alleged.

2. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, defendants INMODE LTD and DOES 1 through 10, and each of them, are corporations or other business entities duly organized and existing under and by virtue of the laws of the State of California or some sister State.

1 3. At all times material hereto, each defendant was the duly authorized agent, servant
2 and employee of each of the remaining defendants, and at all times hereto, acted in the course
3 and scope of such agency and employment. All of the several acts of the various defendants were
4 approved and ratified by each and all of the other defendants.

5 4. At all times material hereto, defendants, and each of them, were the
6 manufacturers, designers, sellers, distributors, representatives, assemblers, or otherwise involved
7 in the device known as "BodyTite." BodyTite is a minimally invasive device for body
8 contouring, powered by directional RF which is claimed to result in 3-dimensional tissue
9 remodeling through fat coagulation and volumetric heating. This device will be referenced as the
10 "BodyTite device" throughout the rest of the complaint. As part of their business, defendants
11 manufactured, designed, sold , distributed, represented, utilized, assembled said product, or
12 otherwise were involved in the use of said product on plaintiff.

13 5. Defendants, and each of them, knew that the BodyTite device would be used by
14 medical personnel on patients such as plaintiff without inspection for defects.

15 6. Said BodyTite device was unsafe for its intended use as the device had the
16 potential for providing unintended and excessive heat, burns and tissue disruption, such as what
17 occurred in plaintiff's case.

18 7. On or about March 30, 2018, while plaintiff was having a skin tightening surgical
19 procedure, the BodyTite device was being used for its intended purpose on plaintiff.

20 8. At said time and place, as a proximate result of defendants' negligence in
21 designing, manufacturing, assembling, distributing, using, or utilizing, or otherwise preparing
22 said product, the BodyTite device caused plaintiff the hereinafter described injuries and damages.

23 9. Plaintiff suffered injuries to plaintiff's body, nervous system and person and was
24 caused to suffer general damages and will continue to suffer general damages in excess of the
25 jurisdictional limits of this Court, in an amount to be specified in accordance with the provisions
26 of CCP Section 425.10 and Section 425.11.

27 10. As a proximate result of the said conduct of the actions of defendants, and each of
28 them, plaintiff was required to and did employ physicians and surgeons to examine, treat and

1 care for plaintiff, and did incur medical and incidental expenses. Plaintiff is informed and
2 believes and based thereon alleges that there will be some additional medical expense, the exact
3 amount of which is unknown. Leave of Court will be sought to amend the Complaint to set
4 forth the correct amount of medical expense at such time as it is ascertained.

5 11. As a further proximate result of the said conduct of the defendants, and each of
6 them, plaintiff was prevented from attending to plaintiff's usual occupation for a period of time;
7 plaintiff is informed and believes and thereon alleges that plaintiff will be prevented from
8 attending to said usual occupation for a period in the future and will sustain a further loss of
9 earnings. Leave of Court will be sought to amend the Complaint to set forth the exact amount
10 when the same is ascertained.

11 **II.**

12 **FOR A SECOND COUNT FOR STRICT PRODUCT LIABILITY AGAINST**
13 **DEFENDANTS, AND EACH OF THEM, PLAINTIFF ALLEGES AS FOLLOWS:**

14 12. Plaintiff repeats and realleges paragraphs 1 through 8 and 10 through 11 of the
15 First Count as though set forth fully hereat.

16 13. At said time and place, as a proximate result of the defect in said product, the
17 BodyTite device being used on plaintiff proximately caused the described injuries and damages
18 to plaintiff.

19 **III.**

20 **FOR A THIRD COUNT FOR BREACH OF IMPLIED WARRANTY AGAINST**
21 **DEFENDANTS, AND EACH OF THEM, PLAINTIFF ALLEGES AS FOLLOWS:**

22 14. Plaintiff repeats and realleges paragraphs 1 through 8 and 10 through 11 of the First
23 Count and paragraph 13 of the Second Count as though set forth fully hereat.

24 15. The purpose for which the BodyTite device was intended to be used was made known
25 to the defendants prior to the device being used on plaintiff.

26 16. Plaintiff was relying on defendants' skill and judgement in selecting and selling the
27 BodyTite device.

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1 17. The defendants, at the time and place of the sale, impliedly warranted that the
2 BodyTite device was of a merchantable quality or was otherwise fit for the purpose for which the
3 BodyTite device was intended to be used as stated to the defendants.


4 18. The BodyTite device that was used on plaintiff was not of a merchantable quality or
5 was otherwise not fit for the particular purpose for which the BodyTite device was intended.

6 WHEREFORE, plaintiff prays judgment against the defendants, and each of them, as
7 follows:

- 8 1. For general damages in an amount to be ascertained in accordance with CCP
- 9 Section 425.10 and Section 425.11;
- 10 2. For all medical and incidental expenses according to proof;
- 11 3. For all loss of earnings according to proof;
- 12 4. For costs of suit incurred herein;
- 13 5. For such other and further relief as to this Court shall deem just and proper; and
- 14 6. For prejudgment interest.

15 Dated: February 19, 2020

GLICKMAN & GLICKMAN,
A LAW CORPORATION

17 By: 
18 STEVEN C. GLICKMAN
19 Attorney for Plaintiff
20 ANGELA AMIRI

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