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TO:

QUANTUM NUTRITION INC., DBA SCHINOUSSA SUPER FOODS  
9955 Yonge Street, Suite 203  
Richmond Hill, Ontario, L4C 9M6

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

_____	)	
SIMONA HALEP,	)	
	)	
Plaintiff,	)	Index No.:
	)	
- against -	)	<b><u>VERIFIED COMPLAINT</u></b>
	)	
QUANTUM NUTRITION INC., DBA	)	Venue based on:
SCHINOUSSA SUPER FOODS, and JOHN DOE	)	CPLR § 503(a)
NOS. 1-25,	)	Jury Trial Demanded
	)	
Defendants.	)	
_____	)	

Plaintiff Simona Halep (“Plaintiff” or “Ms. Halep”) by her attorneys of the LAW OFFICES OF HOWARD L. JACOBS,<sup>1</sup> THE SPENCE LAW FIRM, LLC,<sup>2</sup> and AIDALA, BERTUNA & KAMINS P.C., as and for her Verified Complaint against Defendants Quantum Nutrition Inc. dba Schinoussa Super Foods, and John Doe Nos. 1-25 (“Defendants”), alleges as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff Simona Halep is a 32-year-old world-class tennis player who originally hails from Constanta, Romania.
2. Ms. Halep has been ranked No. 1 in the world in singles twice between 2017 and 2019. She has won 24 singles titles, including two Grand Slam singles titles (the 2018 French Open and the 2019 Wimbledon Championships), over the course of her nearly two-decade-long career.
3. Like most elite-level athletes, Ms. Halep has used nutritional supplements, when necessary, to support her training load and ensure the consumption of sufficient nutrients.

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<sup>1</sup> *Pro Hac Vice* Admission Pending.  
<sup>2</sup> *Pro Hac Vice* Admission Pending.

4. In August 2022, Ms. Halep used Schinoussa Keto Boost Electrolytes (“Schinoussa Electrolytes”), Keto MCT with Marine Collagen (“Keto MCT”), and New Zealand Protein powder (collectively, the “Schinoussa supplements”).

5. Prior to her using the Schinoussa supplements, Defendants provided explicit assurances that none of the Schinoussa supplements contained any substances that were banned by the International Tennis Federation (“ITF”).

6. Plaintiff Simona Halep used the Schinoussa supplements during the 2022 U.S. Open tennis tournament, during which she was selected for drug testing on August 29, 2022.

7. Despite having never used any banned substances and after a diligent review of the Schinoussa supplements, Plaintiff Simona Halep’s August 29, 2022 urine sample tested positive for Roxadustat—a substance prohibited by the ITF and the World Anti-Doping Agency (“WADA”).

8. Subsequent testing of the Schinoussa Keto MCT revealed that it was contaminated with Roxadustat, which was not disclosed on the product’s label.

9. As a result of testing positive for Roxadustat, Plaintiff Simona Halep has been suspended from participation in professional tennis tournaments and has sustained damages in excess of US \$10 million.

#### **PARTIES, JURISDICTION, AND VENUE**

10. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 9 of this complaint as though each were set forth and alleged herein in full.

11. Plaintiff is, and at all times material was, a resident of Constanta, Romania.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant Quantum Nutrition Inc. dba Schinoussa Super Foods (“Schinoussa”) is, and at all material times was, a

business entity, form unknown, with its principal place of business in Ontario, Canada, and transacting business within this jurisdiction.

13. Jurisdiction and venue are proper in New York County because Defendants shipped the Schinoussa Keto MCT to New York County for Plaintiff Simona Halep to use during the 2022 U.S. Open, and because a substantial part of the events or omissions giving rise to the claim occurred in New York County. Furthermore, none of the parties resided in the State of New York at any material time, allowing plaintiffs to bring suit in any county of the state. New York County is therefore a proper venue pursuant to CPLR § 503(a).

14. Personal jurisdiction exists over Defendants pursuant to CPLR § 302(a)(1) because Defendants purposely availed themselves of the privilege of conducting activities within the forum State by supplying the Schinoussa Keto MCT to New York County for Plaintiff Simona Halep to use in New York County. Moreover, the present claims arise from and are substantially interrelated to the specific transaction described herein.

15. Furthermore, personal jurisdiction exists over Defendants pursuant to CPLR § 302(a)(3)(ii) because (i) the tortious conduct enacted by Defendants caused injury to Plaintiff within the State of New York; (ii) Defendants expected or should have reasonably expected that any defect in their product would have had direct consequences within the State of New York; and (iii) Defendants do not conduct operations of local character, therefore deriving substantial revenue from international commerce.

16. The true names and capacities of Defendants sued herein as John Doe Nos. 1-25, inclusive, are presently unknown to Plaintiff. Plaintiff is informed and believes, and upon such information and belief, alleges that each of the Defendants designated herein as fictitiously named Defendants are in some way, manner or form, and to some extent responsible for the acts, events,

and happenings hereinafter alleged and referred to, and that each of these Defendants in some way, manner, or form and to some extent caused detriment, damage, and injury to Plaintiff as hereinafter alleged. At the time Plaintiff ascertains the precise basis of liability, and the true names and capacities of fictitiously named Defendants, Plaintiff will seek leave to amend this complaint by setting forth the same. Wherever appearing in this Complaint, each and every reference to “Defendants” is intended to be, and shall be, a reference to all Defendants in this action, and to each of them, including all fictitiously named Defendants.

17. Plaintiff is informed and believes that each and every act, event, and happening hereinafter alleged to have been done, caused, suffered, allowed, and permitted by Defendants, or any of them, was done, caused, suffered, allowed, and permitted by each and every Defendant in his, her, or its representative of each and every other Defendant.

**FACTS COMMON TO ALL CAUSES OF ACTION**

18. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 17 of this complaint as though each were set forth and alleged herein in full.

19. Defendants, and each of them, designed, manufactured, marketed, and sold “Schinoussa Keto MCT with Marine Collagen,” a purported nutritional supplement. Annexed hereto as **EXHIBIT A** are pictures portraying the packaging of the supplement that Plaintiff received from Schinoussa.

20. Defendant Schinoussa represented that it sells nutritional and well-being products made of natural ingredients and that it sources its ingredients from established suppliers and takes great care to ensure that the ingredients it uses are of the highest quality. See **EXHIBIT A**.

21. Defendant Schinoussa claimed that “Our source is wild caught hydrolyzed marine collagen peptides from the Pacific Ocean to ensure an environmentally friendly and a clean,

sustainable source.” Defendant Schinoussa further claimed that “this unique formula is exclusive to Schinoussa super foods and is proud to offer you the best nutrition has to offer.” See **EXHIBIT A**.

22. Prior to August 23, 2022, Plaintiff’s training team recommended that Plaintiff add a collagen supplement to her nutritional regimen and that she change her electrolyte supplement to one that contained less sugar. Specifically, Plaintiff was recommended to take Schinoussa Keto Boost Electrolytes and Schinoussa Keto MCT with Marine Collagen.

23. Prior to that recommendation, Plaintiff had never used any products or supplements manufactured or sold by Schinoussa.

24. Plaintiff researched Schinoussa products and discussed the safety of the products with her nutritionist and the Director of Physical Preparation at the Mouratoglou Academy where she was training. Based on her own research and the recommendations of her training team, Plaintiff believed that the Schinoussa products that were recommended to her did not contain any substances that were banned and/or prohibited from use as a professional tennis player in accordance with the WADA List of Prohibited Substances.

25. As a professional tennis player competing in the US Open in New York, Plaintiff Simona Halep was subject to routine in-competition urine and blood testing.

26. Plaintiff provided an in-competition blood sample on August 26, 2022, and the result came back negative for banned substances.

27. Defendants shipped Schinoussa supplements, including the Keto MCT, to Plaintiff’s hotel in Manhattan, New York in August 2022, for Plaintiff to use them before and during the 2022 U.S. Open. See **EXHIBIT A**. Plaintiff used the Schinoussa products for six days from August 23, 2022, until August 28, 2022.

28. On August 29, 2022, Plaintiff submitted an in-competition urine sample (“urine sample”) after her match at the U.S. Open. She was also asked to declare any medications or supplements she used in the past seven days and disclosed that she was using a Schinoussa recovery drink, which referred to the drink combining Schinoussa Electrolytes and Keto MCT. According to normal collection procedures, the urine sample was divided into an “A” sample and a “B” sample and then sealed in tamper-proof containers.

29. On October 7, 2022, Plaintiff was notified that her August 29, 2022 urine sample had tested positive for Roxadustat.

30. Roxadustat is a prohibited substance under WADA and the Tennis Anti-Doping Programme (“TADP”).

31. On October 21, 2022, Plaintiff was notified that her “B” sample had confirmed the finding of Roxadustat in the urine sample.

32. Following the Roxadustat contamination in Defendants' products, Plaintiff suffered physical harm, experiencing the intrusion of hazardous substances into her body. These injuries have significantly impaired her ability to fulfill her duties as a professional tennis player. Indeed, as a result of testing positive for a banned substance, the International Tennis Integrity Agency (“ITIA”) provisionally suspended the Plaintiff from participating in any tennis competition beginning October 7, 2022. Plaintiff has challenged the anti-doping violation, which is still pending and has remained suspended since October 7, 2022.

33. As a result of her suspension, Plaintiff has been deprived of the opportunity to compete in any tennis competition or tournament since October 7, 2022. This has resulted in a loss of income derived from endorsements and competition winnings.

34. Plaintiff’s reputation is further permanently tarnished.



*Discovery of Contamination of Schinoussa Products*

35. In or about October 2022, Plaintiff Simona Halep, through her representatives, sent samples of Schinoussa New Zealand Protein powder, lot # LQXC2220, Schinoussa Keto MCT, lot # CFP-20210712, and a sample of Schinoussa Keto Boost Electrolytes, lot # LKBE21285 to Professor Jean-Claude Alvarez, a Professor of Pharmacology-Toxicology at the University of Versailles Saint-Quentin-en-Yvelines to test for contamination of Roxadustat.

36. On or about December 5, 2022, Professor Alvarez reported that the Keto MCT product contained Roxadustat. The New Zealand Protein powder and Keto Boost Electrolytes supplements were negative for Roxadustat.

37. Roxadustat was not disclosed on Schinoussa's product labeling. See EXHIBIT A.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**NEGLIGENCE**

38. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 37 of this Complaint as though each are set forth and alleged herein in full.

39. At all times relevant to this Complaint, Defendants engaged in the business of manufacturing, marketing, distributing, and selling Schinoussa Keto MCT supplements to athletes and members of the general public.

40. At all times relevant to this Complaint, Schinoussa Keto MCT, a product contaminated with unlabeled substances, was distributed in and around New York and elsewhere throughout the United States. Schinoussa Keto MCT was made available to athletes and the general public who consumed it in a manner intended by Defendants at the time of its sale.

41. At the time Schinoussa Keto MCT was produced, distributed, and sold by Defendants, who owed a duty to exercise reasonable care and caution in the production of its products and in the subsequent distribution and sale of those products to athletes and the general

public to ensure that those products were safe, wholesome, and otherwise fit for consumption by competitive athletes and the general public.

42. Notwithstanding the aforementioned duties, Defendants, and each of them, were negligent and failed to exercise ordinary care in performing their duties to Plaintiff. Such negligent acts and omissions include, but are not limited to the following:

a. Carelessly and negligently failed to properly maintain the production facility in that during the production process Schinoussa Keto MCT was allowed to become contaminated with Roxadustat;

b. Carelessly and negligently failed to monitor the production of Schinoussa Keto MCT although it knew or should have known of the existence of contamination;

c. Carelessly and negligently offered for sale and/or provided to athletes products contaminated with Roxadustat;

d. Carelessly and negligently failed to shut down their production facility although they knew or should have known of the existence of the contamination;

e. Carelessly and negligently failed to warn athletes of the contamination in Schinoussa Keto MCT as heretofore described;

f. Carelessly and negligently failed to design a safe manufacturing process that would have eliminated the possibility of cross contamination in products;

g. Carelessly and negligently failed to adequately test supplements;

h. Carelessly and negligently failed to provide accurate information for product users to make informed decisions;

i. Carelessly and negligently failed to adequately clean machinery;

j. Carelessly and negligently failed to adhere to industry standards;

k. Carelessly and negligently failed to adhere to government regulations in manufacturing Schinoussa Keto MCT;

l. Carelessly and negligently allowed improper methods of operation;

m. Carelessly and negligently failed to disclose known dangers;

n. Otherwise failing to exercise reasonable care under the circumstances.

43. At the time and place of the events described herein, Defendants, and each of them, owed a duty of reasonable care to Plaintiff to avoid causing injury to Plaintiff.

44. Defendants' failures listed above were so reckless or wantonly negligent as to be the equivalent of a conscious disregard of the rights of others, including Plaintiff's.

45. Therefore, the conduct of Defendants, and each of them, arose to a level of gross negligence which mandates an award of punitive damages.

46. As a direct and proximate cause and result of the acts and omissions of Defendants, and each of them, Plaintiff suffered injuries. Said injuries include but are not limited to physical contamination and intrusion of Plaintiff's body, including contamination with dangerous substances that are harmful to Plaintiff, injuring her in such a way as to not be able to complete her duties and job as a professional tennis player. Plaintiff's injuries also include the loss of once-in-a-lifetime opportunities and Plaintiff's reputation. As a consequence of these injuries, Plaintiff has incurred the following damages in amounts to be proven at trial:

a. Loss of past income and earning capacity in an amount to be proven at trial;

b. Loss of income and earning capacity which Plaintiff can reasonably be expected to have enjoyed in the future in an amount to be proven at trial;

c. Past and future pain, suffering and humiliation in an amount to be proven at trial;

d. Loss of enjoyment of life, past and future, in an amount to be proven at trial;  
and

e. Punitive damages, in an amount consistent with the allegations contained herein and to be proven at trial.

47. As a result of the foregoing, Plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**STRICT PRODUCTS LIABILITY**

48. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 47 of this Complaint as though each were set forth and alleged herein in full.

49. At all times relevant to this Complaint, Defendants, and each of them, were in the business of manufacturing, processing, distributing, and selling the above-mentioned products for consumption by athletes.

50. At all times relevant to this Complaint, Schinoussa Keto MCT was manufactured, processed, and distributed by the Defendants and placed into the stream of commerce and sold at stores, to Plaintiff and the general public while Schinoussa Keto MCT was contaminated with Roxadustat.

51. Plaintiff ingested the contaminated product Schinoussa Keto MCT, doing so in a manner that was reasonably foreseeable and intended by Defendants, and each of them, at the time the product was manufactured, processed, distributed, and/or sold to Plaintiff.

52. Prior to and at the time of the occurrence described above, the product Schinoussa Keto MCT was defective for its intended use in one or more of the following respects:

a. Schinoussa Keto MCT was contaminated with Roxadustat.

b. No warning was given to Plaintiff or the general public that the product contained Roxadustat or was otherwise unfit for consumption.

c. The instructions provided by Defendants for Schinoussa Keto MCT failed to advise or inform any and all foreseeable users, such as Plaintiff, of the hidden dangers that would arise from a reasonably anticipated use of Schinoussa Keto MCT.

53. One or more of the foregoing conditions made Schinoussa Keto MCT unreasonably unfit, unsuitable, or unsafe for its intended purpose because it failed to contain or provide adequate warnings, labeling or instructions, namely that Schinoussa Keto MCT contained Roxadustat. Furthermore, Defendants, and each of them, knew or reasonably should have known of this condition at that time.

54. Defendants, and each of them, failed to act in a reasonably prudent manner in marketing Schinoussa Keto MCT or in providing any warnings on the label of Schinoussa Keto MCT or on the website regarding the contents of the product.

55. Defendants, and each of them, manifested a knowing and reckless indifference toward, and a disregard for the rights of athletes and consumers to make informed decisions about the products they purchase and consume. Defendants, and each of them, failed to accurately disclose the supplement ingredients on the label.

56. As a proximate result of one or more of the foregoing defective conditions, making this product unreasonably unfit, unsuitable, or unsafe for its intended use when this product left the control of Defendants, and each of them, Plaintiff ingested the contaminated product and sustained injuries. As a direct consequence of these injuries, Plaintiff has sustained damages. Said damages include but are not limited to physical contamination and intrusion of Plaintiff's body, including contamination with dangerous substances that are harmful to Plaintiff injuring her in

such a way as to not be able to complete her duties and job as a professional tennis player. Plaintiff's injuries also include the loss of once-in-a-lifetime opportunities and Plaintiff's reputation. As a direct consequence of these injuries, Plaintiff has incurred the following damages in amounts to be proven at trial:

- a. Loss of past income and earning capacity in an amount to be proven at trial;
- b. Loss of income and earning capacity which Plaintiff can reasonably be expected to have enjoyed in the future in an amount to be set forth at trial;
- c. Past and future pain, suffering and humiliation in an amount to be set forth at trial; and
- d. Loss of enjoyment of life, past and future, in an amount to be set forth at trial.

57. As a result of the foregoing, Plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**BREACH OF IMPLIED WARRANTY**

58. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 57 of this Complaint as though each were set forth and alleged herein in full.

59. At all times hereinafter mentioned, Defendants, and each of them, owed to Plaintiff and to the general public a warranty that goods shall be merchantable; fit for the ordinary purposes for which such goods are used; and conform to the promises or affirmations of fact made on the container or label.

60. Notwithstanding the aforementioned warranty, Defendants, and each of them, manufactured and distributed the product, which was unfit for consumption because the product was contaminated with Roxadustat, a prohibited substance.

61. As a consequence of one or more of the foregoing defective conditions, making this product unreasonably unfit, unsuitable, or unsafe for its intended use when this product left the control of Defendants, and each of them, Plaintiff ingested the contaminated product and sustained injuries.

62. As a consequence of these injuries, Plaintiff has sustained damages. Said damages include but are not limited to physical contamination and intrusion of Plaintiff's body, including contamination with dangerous substances that are harmful to Plaintiff injuring her in such a way as to not be able to complete her duties and job as a professional tennis player. Plaintiff's injuries also include the loss of once-in-a-lifetime opportunities and Plaintiff's reputation. As a consequence of these injuries, Plaintiff has incurred the following damages in amounts to be proven at trial:

- a. Loss of past income and earning capacity in an amount to be proven at trial;
- b. Loss of income and earning capacity which Plaintiff can reasonably be expected to have enjoyed in the future in an amount to be set forth at trial;
- c. Past and future pain, suffering and humiliation in an amount to be set forth at trial; and
- d. Loss of enjoyment of life, past and future, in an amount to be set forth at trial.

63. As a result of the foregoing, Plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**BREACH OF EXPRESS WARRANTY**

64. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 63 of this Complaint as though each were set forth and alleged herein in full.

65. At all times hereinafter mentioned, Defendants, and each of them, expressly warranted to Plaintiff and to the general public that their goods were fit for the ordinary purposes for which such goods are used and conformed to the promises or affirmations of fact made on the container or label.

66. Defendants, and each of them, made the following express warranties as to the quality and contents of Schinoussa Keto MCT:

a. Defendant Schinoussa expressly warranted that “Our source is wild caught hydrolyzed marine collagen peptides from the Pacific Ocean to ensure an environmentally friendly and a clean, sustainable source”, when in fact, Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

b. Defendant Schinoussa expressly warranted that “this unique formula is exclusive to Schinoussa super foods and is proud to offer you the best nutrition has to offer,” when in fact, Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

c. Defendants, and each of them, failed to disclose that Schinoussa Keto MCT contained Roxadustat.

67. Notwithstanding the aforementioned expressed warranties, the product manufactured and distributed by Defendants, and each of them, failed to conform to Defendants’ express representations, because it was unfit for consumption as the product was contaminated with Roxadustat.

68. Defendants, and each of them, breached their express warranties to Plaintiff.



69. Plaintiff relied on said express warranties to select and order the Schinoussa supplements for consumption.

70. Defendants' breach of their express warranty was a substantial and proximate factor in causing Plaintiff's injuries and damages.

71. As a consequence of one or more of the foregoing defective conditions, making this product unreasonably unfit, unsuitable, or unsafe for its intended use when this product left the control of Defendants, and each of them, Plaintiff ingested the contaminated product and sustained injuries.

72. As a consequence of these injuries, Plaintiff has sustained damages. Said damages include but are not limited to physical contamination and intrusion of Plaintiff's body, including contamination with dangerous substances that are harmful to Plaintiff injuring her in such a way as to not be able to complete her duties and job as a professional tennis player. Plaintiff's injuries also include the loss of once-in-a-lifetime opportunities and Plaintiff's reputation. As a consequence of these injuries, Plaintiff has incurred the following damages in amounts to be proven at trial:

- a. Loss of past income and earning capacity in an amount to be proven at trial;
- b. Loss of income and earning capacity which Plaintiff can reasonably be expected to have enjoyed in the future in an amount to be set forth at trial;
- c. Past and future pain, suffering and humiliation in an amount to be set forth at trial; and
- d. Loss of enjoyment of life, past and future, in an amount to be set forth at trial.

73. As a result of the foregoing, Plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION**  
**INTENTIONAL MISREPRESENTATION**

74. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 73 of this Complaint as though each were set forth and alleged herein in full.

75. Upon information and belief, Defendants, and each of them, intentionally and recklessly misrepresented the following material facts regarding the quality and contents of Schinoussa Keto MCT:

a. Defendants, and each of them, failed to disclose that Schinoussa Keto MCT contained Roxadustat.

b. Defendant Schinoussa falsely represented “Our source is wild caught hydrolyzed marine collagen peptides from the Pacific Ocean to ensure an environmentally friendly and a clean, sustainable source”, when in fact, Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

c. Defendant Schinoussa falsely represented that “this unique formula is exclusive to Schinoussa super foods and is proud to offer you the best nutrition has to offer,” Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

76. Upon information and belief Defendant Schinoussa knew that the facts of such representations were not true; and made these representations with the intention of misleading potential customers as to the actual content of Schinoussa Keto MCT.

77. The misrepresentations made by Defendant Schinoussa were made contrary to duties imposed under common law, and by Federal and State statutory obligations.

78. The misrepresentations made by Defendant Schinoussa were made with a knowing and reckless indifference toward, and a disregard for the rights of athletes and consumers to make informed decisions about the products they purchase and consume.

79. The contents of Schinoussa Keto MCT, namely that it contained Roxadustat, was a direct and proximate cause of the injuries and damages suffered by Plaintiff.

80. Except for Defendant Schinoussa's representations regarding the label, safety, purity, appropriateness and quality of Schinoussa Keto MCT, Plaintiff would have never purchased or used it.

81. Upon information and belief, Defendant Schinoussa knew that the product, Schinoussa Keto MCT was contaminated with Roxadustat.

82. At all times relevant to this Complaint, Schinoussa Keto MCT was distributed for and was sold to competitive athletes and consumers, who consumed the product in the manner intended by Defendants at the time of the product's manufacture and sale.

83. At the time consumers, including Plaintiff, used Schinoussa Keto MCT, they did so in reliance upon Defendants' representations, through and at their facilities or through websites, representatives, signs, advertising, and labeling. These representations were made in such a manner that Plaintiff and other consumers heard or otherwise believed that Schinoussa Keto MCT was safe or otherwise fit for consumption.

84. At the time the representations were made, they were untrue, as the product was not reasonably safe or otherwise fit for consumption by the Plaintiff or other consumers.

85. At the time Plaintiff used Schinoussa Keto MCT, Defendants, and each of them, made or permitted untrue representations about the quality and contents of the Keto MCT supplement to be made. Upon information and belief, Defendants, and each of them, made these representations recklessly, knowing that the Keto MCT supplement was contaminated with Roxadustat.

86. Plaintiff, relying on and believing the representations made by and on behalf of Keto MCT supplement, consumed Schinoussa Keto MCT.

87. As a direct and proximate cause of Plaintiff's reliance on Defendant Schinoussa's untrue representations, Plaintiff ingested the contaminated product and sustained injuries.

88. As a consequence of these injuries, Plaintiff has sustained damages. Said damages include but are not limited to physical contamination and intrusion of Plaintiff's body, including contamination with dangerous substances that are harmful to Plaintiff injuring her in such a way as to not be able to complete her duties and job as a professional tennis player. Plaintiff's injuries also include the loss of once-in-a-lifetime opportunities and Plaintiff's reputation. As a consequence of these injuries, Plaintiff has incurred the following damages in amounts to be proven at trial:

- a. Loss of past income and earning capacity in an amount to be proven at trial;
- b. Loss of income and earning capacity which Plaintiff can reasonably be expected to have enjoyed in the future in an amount to be set forth at trial;
- c. Past and future pain, suffering and humiliation in an amount to be set forth at trial; and
- d. Loss of enjoyment of life, past and future, in an amount to be set forth at trial.

e. Punitive damages, in an amount consistent with the allegations contained herein and to be proven at trial.

89. As a result of the foregoing, Plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATION**

90. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 89 of this Complaint as though each were set forth and alleged herein in full.

91. Defendants, and each of them, negligently and recklessly misrepresented the following material facts regarding the quality and contents of Schinoussa Keto MCT:

a. Defendants, and each of them, failed to disclose that Schinoussa Keto MCT contained Roxadustat.

b. Defendant Schinoussa falsely represented “Our source is wild caught hydrolyzed marine collagen peptides from the Pacific Ocean to ensure an environmentally friendly and a clean, sustainable source”, when in fact, Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

c. Defendant Schinoussa falsely represented that “this unique formula is exclusive to Schinoussa super foods and is proud to offer you the best nutrition has to offer,” Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

92. These misrepresentations were made under circumstances in which Defendants, and each of them, either knew, or in the exercise of reasonable care should have known, that the facts of such representations were not true, or were not known to be true.

93. The misrepresentations made by Defendants, and each of them, were made contrary to duties imposed under common law, and by Federal and State statutory obligations.

94. The contents of Schinoussa Keto MCT, namely that it contained Roxadustat, were a direct and proximate cause of the injuries and damages suffered by Plaintiff.

95. Except for Defendant Schinoussa's representations regarding the label, safety, purity, appropriateness and quality of Schinoussa Keto MCT, Plaintiff would never have used it.

96. Defendants, and each of them, knew or through the exercise of reasonable care should have known that the product, Schinoussa Keto MCT was contaminated with Roxadustat.

97. At all times relevant to this Complaint, Schinoussa Keto MCT was distributed for and was sold to competitive athletes and consumers, who consumed the product in the manner intended by Defendant at the time of the product's manufacture and sale.

98. At the time consumers, including Plaintiff, used Schinoussa Keto MCT, they did so in reliance upon Defendant Schinoussa's representations made directly by Defendant, through and at its facilities or through websites, representatives, signs, advertising, and labeling. These representations were made in such a manner that Plaintiff and other consumers heard or otherwise believed that Schinoussa Keto MCT was safe or otherwise fit for consumption.

99. At the time the representations were made, they were untrue, as the product was not reasonably safe or otherwise fit for consumption by the Plaintiff or other consumers.

100. At the time Plaintiff used Schinoussa Keto MCT, Defendants, and each of them, made or permitted untrue representations about the quality and contents of Schinoussa Keto MCT to be made. Defendant knew or made these representations recklessly, knowing the lack of sufficient knowledge upon which to base such representation.

101. The misrepresentations made by Defendants, and each of them, were so reckless or wantonly negligent as to be the equivalent of a conscious disregard of the rights of others, including Plaintiff's.

102. Therefore, the conduct of Defendants, and each of them, arose to a level of gross negligence which mandates an award of punitive damages.

103. Plaintiff, relying on and believing the representations made by and on behalf of Defendants, and each of them, consumed Schinoussa Keto MCT.

104. As a direct and proximate cause of Plaintiff's reliance on Defendant Schinoussa's untrue representations, Plaintiff ingested the contaminated product and sustained injuries. As a consequence of these injuries, Plaintiff has sustained damages. Said damages include but are not limited to physical contamination and intrusion of Plaintiff's body, including contamination with dangerous substances that are harmful to Plaintiff injuring her in such a way as to not be able to complete her duties and job as a professional tennis player. Plaintiff's injuries also include the loss of once-in-a-lifetime opportunities and Plaintiff's reputation. As a consequence of these injuries, Plaintiff has incurred the following damages in amounts to be proven at trial:

- a. Loss of past income and earning capacity in an amount to be proven at trial;
- b. Loss of income and earning capacity which Plaintiff can reasonably be expected to have enjoyed in the future in an amount to be set forth at trial;
- c. Past and future pain, suffering and humiliation in an amount to be set forth at trial;
- d. Loss of enjoyment of life, past and future, in an amount to be set forth at trial; and

e. Punitive damages, in an amount consistent with the allegations contained herein and to be proven at trial.

105. As a result of the foregoing, Plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION**  
**FALSE ADVERTISING IN VIOLATION OF N.Y. Gen. Bus. L. § 350**

106. Plaintiff repeats and realleges all of the allegations contained in paragraphs 1 through 105 of this Complaint as though each were set forth and alleged herein in full.

107. New York General Business Law (“GBL”) § 350 provides that “False advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in this state is hereby declared unlawful.”

108. The false advertising of Defendant Schinoussa was directed at consumers within the meaning of GBL § 350.

109. Dietary supplements are typical consumer goods.

110. The Schinoussa supplement sales are private transactions that harm the public because they contain a harmful ingredient, as discussed in this Complaint.

111. Defendant Schinoussa’s false advertising is likely to mislead a reasonable consumer acting reasonably under the circumstances.

112. Defendant Schinoussa falsely advertised that “Our source is wild caught hydrolyzed marine collagen peptides from the Pacific Ocean to ensure an environmentally friendly and a clean, sustainable source”, when in fact, Keto MCT contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

113. Defendant Schinoussa falsely advertised that “this unique formula is exclusive to Schinoussa super foods and is proud to offer you the best nutrition has to offer,” Keto MCT



contained Chinese sourced ingredients of an unknown origin, and contained Roxadustat which was not disclosed on the product labeling.

114. The aforementioned advertising was likely to mislead a reasonable consumer acting reasonably under the circumstances to believe that the Schinoussa supplements did not contain any prohibited, dangerous substances.

115. Reasonable consumers acting reasonably, especially those consumers involved in the practice of professional sports, would not purchase and consume a nutritional supplement that they knew contained prohibited and dangerous substances.

116. Plaintiff is and was a reasonable consumer.

117. The false advertising of Defendant Schinoussa caused Plaintiff to purchase and consume the Schinoussa supplements.

118. The false advertising of Defendant Schinoussa caused injury to Plaintiff within the meaning of GBL § 350.

119. Defendant Schinoussa is liable to Plaintiff for reasonable attorney's fees and the greater of actual damages or \$500.00 in statutory damages.

120. Defendant Schinoussa is liable to Plaintiff for treble damages because it willfully or knowingly violated GBL § 350.

121. Defendant Schinoussa's willful or knowing violation of GBL § 350 further corroborates an award of punitive damages.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays this Court to enter judgment in her favor and against Defendant, and each of them as follows:

a. Judgment for Plaintiff against Defendants, and each of them, for general damages in an amount consistent with the allegations contained herein and to be proven at trial;

b. Judgment for Plaintiff against Defendants, and each of them, for special damages in an amount consistent with the allegations contained herein and to be proven at trial;

c. Judgment for Plaintiff against Defendants, and each of them, for punitive damages in an amount consistent with the allegations contained herein and to be proven at trial;

d. Judgment for Plaintiff against Defendants, and each of them, in an amount as supported by the allegations in this Complaint and the evidence adduced at trial, that Plaintiff be awarded the costs of suit incurred herein, and that Plaintiff be awarded such other costs and relief as the court deems just and equitable.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues.

Date: February 15, 2024  
New York, New York

Respectfully submitted,

By:



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*Attorneys for Plaintiff Simona Halep*

**ATTORNEY'S VERIFICATION**

IMRAN H. ANSARI, an attorney admitted to practice in the Courts of New York State, affirms the following to be true under the penalties of perjury: I am an attorney at AIDALA BERTUNA & KAMINS, P.C., attorneys of record for Plaintiff, SIMONA HALEP. I have read the foregoing VERIFIED COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to the matters I believe to be true. The reason this verification is made by me and not by my client, is that my client is not presently in the County where I maintain my offices. The grounds of my belief as to all matters not stated upon my own knowledge are the materials in my file and the investigation conducted by my office.

DATED: February 15, 2024  
New York, New York

Respectfully submitted,

**AIDALA, BERTUNA & KAMINS P.C.**

By:



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