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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

NATALIE RADHIA SAYED, an individual, Plaintiff, v. TKS Restaurants, LLC, dba The Kebab Shop, a California Limited Liability Company; OLYMPIA FOOD INDUSTRIES, INC., dba Olympia Foods, an Illinois Corporation; US FOODS, INC., a Delaware Corporation; and DOT FOODS, INC., an Illinois Corporation Defendants.	**Case No.:** **UNLIMITED JURISDICTION** **PLAINTIFF'S COMPLAINT FOR DAMAGES FOR:** **1st Cause of Action: Strict Product Liability** **2nd Cause of Action: Breach of Implied Warranty** **3rd Cause of Action: Negligence** **4th Cause of Action: Negligence Per Se** **DEMAND FOR JURY TRIAL**

PLAINTIFF'S COMPLAINT

COMES NOW Plaintiff Natalie Radhia Sayed, an individual, who, by and through her attorneys, QUIRK LAW FIRM, LLP and MARLER CLARK, INC., PS (motion for *pro hac vice* forthcoming), alleges upon information and belief as follows:

PARTIES

1. Plaintiff Natalie Radhia Sayed is an adult resident of Irvine, Orange County, California.
2. Defendant, TKS Restaurants, LLC, doing business as The Kebab Shop ("The Kebab Shop"), is a limited liability company organized under the laws of the State of California (California Secretary of State File No. 201624610081) formed on September 1, 2016, with its principal place of business located at 12600 Hill Country Boulevard, Suite R-275, Austin, Texas 78738. Its registered agent for service of process in California is Tracy A. Warren, 655 West Broadway, Ste. 1625, San Diego, California. At all times relevant to this matter, The Kebab Shop was the operator, manager, and/or seller of the food products that are the subject of this action, and operated restaurant locations in San Diego County, California and throughout the States of California, Texas, and Florida.
3. Defendant, Olympia Food Industries, Inc., dba Olympia Foods ("Olympia Foods"), is a corporation incorporated under the laws of the State of Illinois on January 26, 1990 (Illinois File No. 55817251), with its principal place of business located in Franklin Park, Illinois. Its registered agent for service of process is Caroline S. Smith, 55 W. Monroe Street, Suite 1100, Chicago, Illinois 60603. At all times relevant to this matter, Olympia Foods regularly conducted business in the State of California and was the manufacturer, supplier, packager, and/or distributor of the raw ground beef (beef kofta) that is the subject of this action.
4. Defendant US Foods, Inc., is a corporation incorporated under the laws of the State of Delaware on April 19, 1989 (Delaware File No. 2193879), with its principal place of business located at 9399 West Higgins Road, Ste. 100, Rosemont, IL 60018. Its registered agent for service of process is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. At all times relevant to this matter, US Foods, Inc. regularly

conducted business in the state of California and was the distributor and/or redistributor of the raw ground beef (beef kofta) that is the subject of this action.

5. Defendant Dot Foods, Inc. ("Dot Foods"), is a corporation incorporated under the laws of the State of Illinois on November 28, 2017 (Illinois File No. 71431134), with its principal place of business located in Mount Sterling, Illinois. Its registered agent for service of process is Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, Illinois 62703. At all times relevant to this matter, Dot Foods regularly conducted business in the state of California and was the distributor and/or redistributor of the raw ground beef (beef kofta) that is the subject of this action.

JURISDICTION AND VENUE

6. Plaintiff's causes of action arose and accrued in San Diego County, California, as Plaintiff consumed the contaminated beef kofta at The Kebab Shop location at 8657 Villa La Jolla Drive, Suite 105, La Jolla, San Diego County, California. Therefore, jurisdiction and venue are proper in this Court.

GENERAL ALLEGATIONS

An Outbreak of *E. coli* O157:H7 Associated with Beef Kofta Served at The Kebab Shop

7. The California Department of Public Health ("CDPH"), the U.S. Department of Agriculture's Food Safety and Inspection Service ("FSIS"), and local health departments in California are investigating an outbreak of Shiga toxin-producing *E. coli* ("STEC") O157:H7 linked to the consumption of beef kofta (seasoned ground beef kebabs) served at The Kebab Shop restaurant chain.

8. On May 22, 2026, CDPH issued Public Health Notice NR26-022, advising consumers to be aware of possible exposure to STEC O157:H7 bacteria from consumption of beef kofta served at The Kebab Shop restaurant chain locations in Northern and Southern California.

9. As of May 19, 2026, nine California residents have been infected with the outbreak strain of STEC O157:H7. Illness onset dates range from March 27, 2026, through April 30, 2026. Six of the illnesses are in children. Five individuals have been hospitalized, and two have developed hemolytic uremic syndrome ("HUS"), a serious condition that can cause kidney failure. No deaths have been reported at the time of this filing.

10. Interviews with ill individuals conducted by CDPH and local health departments indicated that grilled beef kofta served at The Kebab Shop was the likely outbreak source. This epidemiological evidence was confirmed when FSIS collected raw ground beef kofta product samples that tested positive for *E. coli* O157:H7.

11. On May 24, 2026, FSIS issued a public health alert due to concerns that beef kofta products served at The Kebab Shop restaurant locations were contaminated with STEC O157:H7. FSIS did not request a formal recall because the products were no longer available for purchase, as The Kebab Shop had voluntarily removed ground beef (beef kofta) from its menu at all locations on May 18, 2026.

12. The beef kofta was produced as a raw ground beef product by Olympia Food Industries, Inc., dba Olympia Foods (Est. 18743) in Franklin Park, Illinois, on January 6, 2026, and was then supplied, delivered, distributed, and redistributed by US Foods and Dot Foods to The Kebab Shop restaurant locations in California, Texas, and Florida.

13. Upon information and belief, The Kebab Shop served the contaminated beef kofta to customers at its California locations from approximately January 2026 through May 18, 2026, the date on which it voluntarily ceased all sales of the product.

Known Contamination Event

14. The table below reflects the contamination event associated with the implicated Olympia Foods ground beef product:

Date	Product	Contaminant	Recall/Illnesses
January 6, 2026	Raw Ground Beef (Beef Kofta)	*E. coli* O157:H7	9+ ill; 5 hospitalized; 2 HUS

***E. coli* O157:H7 Infection and Hemolytic Uremic Syndrome**

15. *Escherichia coli* are the name of a common family of bacteria, most members of which do not cause human disease. *E. coli* O157:H7 is a specific member of this family that can cause bloody diarrhea (hemorrhagic colitis) in humans. In the years since *E. coli* O157:H7 was first identified as a cause of diarrhea, this bacterium has established a reputation as a significant public health hazard.

16. *E. coli* O157:H7 lives in the intestines of cattle and other ruminants and is a well-known contaminant of ground beef. *E. coli* O157:H7 is notable among pathogenic bacteria for its extremely low infectious dose—that is, the number of bacteria necessary to induce infection in a person. It is now known that fewer than 50 *E. coli* O157:H7 bacteria can cause illness. The practical import is that even a microscopic amount of exposure can trigger a devastating infection.

17. The most severe cases of *E. coli* O157:H7 infection occur in young children and in the elderly, presumably because the immune systems in those age populations are the most vulnerable. After a susceptible individual ingests *E. coli* O157:H7, the bacteria attach to

the inside surface of the large intestine and initiate an inflammatory reaction in the intestine, which ultimately results in the painful, bloody diarrhea and abdominal cramps characteristic of the intestinal illness.

18. The mean incubation period (time from ingestion to the onset of symptoms) of *E. coli* O157:H7 is estimated to be two to four days (range from 1–10 days). Typically, a patient with an acute *E. coli* O157:H7 infection presents with abdominal cramps, bloody diarrhea, and vomiting.

19. *E. coli* O157:H7 can produce a wide spectrum of diseases, from mild, non-bloody diarrhea to severe, bloody diarrhea accompanied by excruciating abdominal pain to life-threatening complications. In most infected individuals, the intestinal illness lasts about a week and resolves without any long-term effects. Antibiotics do not appear to aid in combating these infections, and recent medical studies suggest that antibiotics are contraindicated due to their risk of provoking more serious complications. Apart from good supportive care, which should include close attention to hydration and nutrition, there is no specific therapy.

20. About 10% of individuals with *E. coli* O157:H7 infections (mostly young children) go on to develop hemolytic uremic syndrome ("HUS"), a severe, potentially life-threatening complication. HUS is described by its three central features: the destruction of red blood cells, the destruction of platelets (those blood cells responsible for clotting), and acute renal failure due to the formation of micro-thrombi that occlude microscopic blood vessels that make up the filtering units within the kidneys.

21. There is no known therapy to halt the progression of HUS. The active stage of the disease usually lasts one to two weeks, during which a variety of complications are possible. HUS is a frightening illness that, even in the best American medical facilities, has a mortality

rate of approximately 5%. Most HUS patients require transfusion of blood products and develop complications common to the critically ill.

Plaintiff Natalie Sayed's *E. coli* O157:H7 Illness

22. Plaintiff consumed a beef kofta wrap served at The Kebab Shop restaurant located at 8657 Villa La Jolla Drive, Suite 105, La Jolla, San Diego County, California, on or about April 10, 2026.

23. On or about April 18, 2026, Plaintiff began suffering symptoms consistent with an *E. coli* O157:H7 infection, beginning with severe abdominal cramps and progressing on or about April 19, 2026, to nausea, vomiting, and diarrhea, and then to bloody diarrhea on or about April 21, 2026. Plaintiff's symptoms persisted and worsened over the following days, accompanied by profound fatigue, weakness, and headache.

24. In the early morning of April 29, 2026, Plaintiff's condition deteriorated acutely and she was transported to the emergency room at Hoag Hospital in Irvine, California, where she was found to be severely anemic and in acute kidney failure, with bloody stools. She was admitted for inpatient hospitalization.

25. During her hospitalization, Plaintiff was diagnosed with Shiga toxin-mediated hemolytic uremic syndrome ("HUS"), together with microangiopathic hemolytic anemia, thrombocytopenia, acute kidney injury, gastrointestinal bleeding, leukocytosis, abnormal liver function, and hyponatremia. Plaintiff required multiple blood transfusions to treat her ongoing hemolysis and profound anemia. Plaintiff was hospitalized for four days and discharged on or about May 2, 2026.

26. Plaintiff was diagnosed with post-diarrheal hemolytic uremic syndrome following an acute episode of bloody diarrhea, and her illness was reported to and investigated by the Orange

County Health Care Agency as a case of Shiga toxin-producing *E. coli* (STEC) with HUS. Plaintiff's illness is epidemiologically linked to the outbreak of STEC O157:H7 associated with the beef kofta served at The Kebab Shop, based upon her consumption of the implicated product during the incubation period and the clinical course of her illness.

CAUSES OF ACTION

Strict Liability – Count I

27. Plaintiff incorporates paragraphs 1 through 26 herein by reference.

28. At all times relevant hereto, the Defendants were the manufacturers, suppliers, packagers, distributors, redistributors, and/or sellers of the adulterated food product that is the subject of this action.

29. The adulterated food product that the Defendants manufactured, supplied, packaged, distributed, redistributed, and/or sold was, at the time it left the Defendants' control, defective and unreasonably dangerous for its ordinary and expected use because it contained a deadly pathogen, *E. coli* O157:H7.

30. The adulterated food product that the Defendants manufactured, supplied, packaged, distributed, redistributed, and/or sold was delivered to Plaintiff without any change in its defective condition. The adulterated food product was used in the manner expected and intended and was consumed by Plaintiff.

31. The Defendants owed a duty of care to Plaintiff to manufacture, supply, package, distribute, redistribute, and/or sell food that was not adulterated, that was fit for human consumption, that was reasonably safe in construction, and that was free of pathogenic bacteria or other substances injurious to human health. The Defendants breached this duty.

32. Plaintiff suffered injury and damages as a direct and proximate result of the defective and unreasonably dangerous condition of the adulterated food product that the Defendants manufactured, supplied, packaged, distributed, redistributed, and/or sold.

Breach of Warranty – Count II

33. Plaintiff incorporates paragraphs 1 through 32 herein by reference.

34. The Defendants are liable to the Plaintiff for breaching express and implied warranties they made regarding the adulterated product that Plaintiff purchased and consumed.

35. These express and implied warranties include the implied warranties of merchantability and/or fitness for a particular use.

36. Specifically, the Defendants expressly warranted, through their sale of food for consumption by the public and by the statements and conduct of their employees and agents, that the food they prepared and sold was fit for human consumption and not otherwise adulterated or injurious to health.

37. The contaminated food that the Defendants sold, and Plaintiff consumed, would not pass without exception in the trade and was therefore in breach of the implied warranty of merchantability.

38. The contaminated food sold to Plaintiff was not fit for the uses and purposes intended by Plaintiff or the Defendants—i.e., human consumption—and was therefore in breach of the implied warranty of fitness for its intended use.

39. As a direct and proximate result of the Defendants' breach of warranties, as set forth above, Plaintiff sustained injuries and damages in an amount to be determined at trial.

Negligence – Count III

40. Plaintiff incorporates paragraphs 1 through 39 herein by reference.

41. The Defendants owed to Plaintiff a duty to use reasonable care in the manufacture, supply, packaging, distribution, redistribution, and sale of their food product, which duty would have prevented or eliminated the risk that the Defendants' food products would become contaminated with any dangerous pathogen. The Defendants breached this duty and were therefore negligent.

42. The Defendants had a duty to comply with all federal, state, and local statutes, laws, regulations, safety codes, and provisions pertaining to the manufacture, distribution, redistribution, storage, and sale of their food product, including but not limited to the Federal Meat Inspection Act (21 U.S.C. § 601 et seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), and applicable USDA/FSIS regulations and performance standards governing ground beef. The Defendants breached this duty and were therefore negligent.

43. The Defendants had a duty to properly supervise, train, and monitor their respective employees, and to ensure that their respective employees complied with all applicable statutes, laws, regulations, safety codes, and provisions pertaining to the manufacture, distribution, redistribution, storage, and sale of food products. The Defendants breached this duty and were therefore negligent.

44. The Defendants had a duty to use ingredients, supplies, and other constituent materials that were reasonably safe, wholesome, and free of defects, and that otherwise complied with applicable federal, state, and local laws, ordinances, regulations, codes, and provisions, and that were clean, free from adulteration, and safe for human consumption. The Defendants breached this duty and were therefore negligent.

45. As a direct and proximate result of the Defendants' negligence, Plaintiff sustained injuries and damages in an amount to be determined at trial.

Negligence Per Se – Count IV

46. Plaintiff incorporates paragraphs 1 through 45 herein by reference.

47. The Defendants had a duty to comply with all applicable state and federal regulations intended to ensure the purity and safety of their food product, including the requirements of the Federal Meat Inspection Act (21 U.S.C. § 601 et seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), and similar California food and public health statutes, which prohibit the manufacture and sale of any food that is adulterated or otherwise injurious to health.

48. The Defendants breached that duty and, as a result, were negligent per se in the manufacture, distribution, and/or sale of food adulterated with a deadly pathogen.

49. As a direct and proximate result of the negligent per se conduct by the Defendants, Plaintiff sustained injury and damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays as follows:

1. For judgment against the Defendants on Count I of this Complaint in an amount that is fair and reasonable, for their costs incurred, and for any other relief to which they may be entitled;
2. For judgment against the Defendants on Count II of this Complaint in an amount that is fair and reasonable, for their costs incurred, and for any other relief to which they may be entitled;

3. For judgment against the Defendants on Count III of this Complaint in an amount that is fair and reasonable, for their costs incurred, and for any other relief to which they may be entitled;

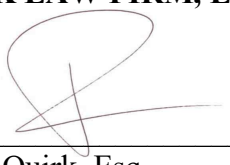
4. For judgment against the Defendants on Count IV of this Complaint in an amount that is fair and reasonable, for their costs incurred, and for any other relief to which they may be entitled;

5. For costs of suit herein incurred; and

6. For such other and further relief as this Court may deem proper.

DATED: July 9, 2026

QUIRK LAW FIRM, LLP



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