

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

LAYLA MEDINA and ROBERTO ALFREDO
BAEZ ALLUP,

Plaintiffs,

-vs-

RANA MEAL SOLUTIONS, LLC and
COSTCO WHOLESALE CORPORATION,

Defendants.

No.

COMPLAINT

Plaintiffs, LAYLA MEDINA and ROBERTO ALFREDO BAEZ ALLUP, sue
Defendants, RANA MEAL SOLUTIONS, LLC and COSTCO WHOLESALE
CORPORATION, and allege:

Count 1
Rana Meal Solutions, LLC
Negligence

1. This is an action for damages that exceed \$50,000.
2. On or about January 20, 2023, Plaintiff LAYLA MEDINA purchased a package of Kirkland Signature Spinach and Cheese Organic Ravioli at the Costco store at or around 7795 W. Flagler Street, Miami-Dade County, Florida.
3. “Kirkland Signature” is Costco’s private-label brand; products bearing the “Kirkland” brand are sold across Costco stores and Costco websites.
4. The ravioli had been manufactured, packaged, and processed for Costco by Rana Meal Solutions, LLC, an Illinois-based food company that does business in Florida (and elsewhere).
5. On or about January 20, 2023, Ms. Medina brought the ravioli home with her, and later that day her brother cooked the ravioli and served it to Ms. Medina and her family.

6. As Ms. Medina and her family were eating the ravioli, Ms. Medina noticed that a piece of ravioli she was chewing had an unusual texture and flavor and left a horrible taste in her mouth.

7. Ms. Medina removed the ravioli from her mouth, placed it on her plate, and examined it. As she examined it she saw that it contained the head of a mouse or a similar rodent.

8. The bad taste in Ms. Medina's mouth caused her to become nauseated, and she immediately began to experience horrible vomiting, diarrhea, and abdominal cramping.

9. Made sick by swallowing part of a decomposing rodent's head, Ms. Medina at the same time became severely distressed about the effect that her consumption of this adulterated food was having on her unborn baby, as she was thirty-five weeks pregnant at the time.

10. Defendant Rana Meal Solutions, LLC, is in the business of packing, processing, and manufacturing Kirkland Signature Spinach and Cheese Organic Ravioli for sale to the general public.

11. As the manufacturer of this product, Rana owed a duty to Plaintiff Layla Medina to exercise reasonable care in manufacturing this product to ensure that it was fit for human use and consumption.

12. On or before January 20, 2023, Defendant Rana breached that duty of care it owed Ms. Medina when it caused or allowed a part of a dead rodent to be placed inside its raviolis that Ms. Medina would later buy at Costco.

13. This conduct of Defendant Rana violated section 500.04(1), Florida Statutes, which prohibits the manufacture, sale, delivery, or holding or offering for sale of any food that is adulterated.

14. As a result, Plaintiff Layla Medina was injured in and about her body and extremities, suffered pain therefrom, incurred medical expense in the treatment of the injuries, and suffered physical handicap and impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of a previously existing condition, and her working ability was impaired; the injuries are either permanent or continuing in nature and Ms. Medina will suffer the losses and impairment in the future.

WHEREFORE Plaintiff Layla Medina demands judgment for damages against Defendant Rana Meal Solutions, LLC, and demands a jury trial.

Count 2
Rana Meal Solutions, LLC
Strict Liability

15. Plaintiff Layla Medina adopts the allegations contained in all preceding paragraphs, and further states:

16. At the time that Defendant Rana sold this ravioli product to Costco, and at the time that the Plaintiff purchased this ravioli from Costco, the ravioli contained a defect—a piece of a dead rodent—that made the ravioli unreasonably dangerous and unfit for human use and consumption, for which Defendant Rana is strictly liable.

17. As a result of this defective and unreasonably dangerous condition, Plaintiff Layla Medina was injured in and about her body and extremities, suffered pain therefrom, incurred medical expense in the treatment of the injuries, and suffered physical handicap and impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of a previously existing condition, and her working ability was impaired; the injuries are either permanent or continuing in nature and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE Plaintiff Layla Medina demands judgment for damages against Defendant Rana Meal Solutions, LLC, and demands a jury trial.

Count 3
Rana Meal Solutions, LLC
Breach of Implied Warranty of Merchantability of Food Product

18. Plaintiff Layla Medina adopts the allegations contained in all preceding paragraphs, and further states:

19. Defendant Rana Meal Solutions LLC is engaged in the business of manufacturing, selling, and distributing food products in the United States, and specifically in the State of Florida.

20. As part of its business, Rana offers prepared food products such as Kirkland Signature Spinach and Cheese Organic Ravioli, which is designed to be eaten without further preparation by the customer.

21. The ravioli product that Ms. Medina purchased on or about January 20, 2023, would not have passed without objection in the trade and was not fit for the ordinary purposes for which it was intended.

22. Defendant Rana did not disclaim these warranties and, pursuant to section 672.314, Florida Statutes, impliedly warranted that this food product was merchantable.

23. This ravioli product that the Plaintiff purchased and consumed was not merchantable, due to the fact that it was defective, unreasonably dangerous, and not fit for human consumption.

24. Defendant Rana's breach of the implied warranty of merchantability caused Plaintiff Layla Medina to be injured in and about her body and extremities, to suffer pain therefrom, to incur medical expense in the treatment of the injuries, and to suffer physical handicap and impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of a previously existing condition, and to have her working ability impaired; the injuries are either permanent or continuing in nature and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE Plaintiff Layla Medina demands judgment for damages against Defendant, Rana Meal Solutions, LLC, and demands a jury trial.

Count 4
Roberto Alfredo Baez Allup vs. Rana Meal Solutions, LLC
Loss of Consortium

25. Plaintiff Roberto Alfredo Baez Allup adopts the allegations contained in all preceding paragraphs, and further states:

26. At the time of this incident, until present, Plaintiff Roberto Alfredo Baez Allup was and is married to Plaintiff Layla Medina.

27. As a result of Defendant Rana's negligence and other acts described above, Roberto Alfredo Baez Allup has suffered the loss of support, services, comfort, society, attentions, and consortium of Plaintiff Layla Medina and will continue to suffer those losses in the future.

WHEREFORE Plaintiff Roberto Alfredo Baez Allup demands judgment for damages against Defendant Rana Meal Solutions, LLC, and demands a jury trial.

Count 5
Costco Wholesale Corporation
Negligence

28. This is an action for damages that exceed \$50,000.

29. On or about January 20, 2023, Plaintiff LAYLA MEDINA purchased a package of Kirkland Signature Spinach and Cheese Organic Ravioli at the Costco store at or around 7795 W. Flagler Street, Miami-Dade County, Florida.

30. “Kirkland Signature” is Costco’s private-label brand; products bearing the “Kirkland” brand are sold across Costco stores and Costco websites.

31. On or about January 20, 2023, Ms. Medina brought the ravioli home with her, and later that day her brother cooked the ravioli and served it to Ms. Medina and her family.

32. As Ms. Medina and her family were eating the ravioli, Ms. Medina noticed that a piece of ravioli she was chewing had an unusual texture and flavor and left a horrible taste in her mouth.

33. Ms. Medina removed the ravioli from her mouth, placed it on her plate, and examined it. As she examined it she saw that it contained the head of a mouse or a similar rodent.

34. The bad taste in Ms. Medina’s mouth caused her to become nauseated, and she immediately began to experience horrible vomiting, diarrhea, and abdominal cramping.

35. Made sick by swallowing part of a decomposing rodent’s head, Ms. Medina at the same time became severely distressed about the effect that her consumption of this adulterated food was having on her unborn baby, as she was thirty-five weeks pregnant at the time.

36. Defendant Costco is in the business of manufacturing, processing, and packing food products such as Kirkland Signature Spinach and Cheese Organic Ravioli for sale to the general public.

37. Sometime before January 20, 2023, Costco manufactured, processed, and packed this ravioli product, and on or about January 20, 2023, Costco sold it to Plaintiff Layla Medina.

38. Costco owed a duty to Ms. Medina to exercise reasonable care in manufacturing, packaging, and/or selling this product to ensure that it was fit for human use and consumption.

39. On or before January 20, 2023, Costco breached that duty of care it owed Ms. Medina when it caused or allowed a part of a dead rodent to be placed inside its raviolis that Ms. Medina would later buy at Costco, or it breached its duty on January 20, 2023, when it sold this adulterated ravioli product to Ms. Medina.

40. This conduct of Defendant Costco violated section 500.04(1), Florida Statutes, which prohibits the manufacture, sale, delivery, or holding or offering for sale of any food that is adulterated.

41. As a result, Plaintiff Layla Medina was injured in and about her body and extremities, suffered pain therefrom, incurred medical expense in the treatment of the injuries, and suffered physical handicap and impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of a previously existing condition, and her working ability was impaired; the injuries are either permanent or continuing in nature and Ms. Medina will suffer the losses and impairment in the future.

WHEREFORE Plaintiff Layla Medina demands judgment for damages against Defendant Costco Wholesale Corporation and demands a jury trial.

Count 6
Costco Wholesale Corporation
Strict Liability

42. Plaintiff Layla Medina adopts the allegations contained in all preceding paragraphs, and further states:

43. At the time that Defendant Costco sold this ravioli product to Ms. Medina, the ravioli contained a defect—a piece of a dead rodent—that made the ravioli unreasonably dangerous and unfit for human use and consumption, for which Defendant Costco is strictly liable.

44. As a result of this defective and unreasonably dangerous condition, Plaintiff Layla Medina was injured in and about her body and extremities, suffered pain therefrom, incurred medical expense in the treatment of the injuries, and suffered physical handicap and impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of a previously existing condition, and her working ability was impaired; the injuries are either

permanent or continuing in nature and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE Plaintiff Layla Medina demands judgment for damages against Defendant Costco, and demands a jury trial.

Count 7
Costco Wholesale Corporation
Breach of Implied Warranty of Merchantability of Food Product

45. Plaintiff Layla Medina adopts the allegations contained in all preceding paragraphs, and further states:

46. Defendant Costco Wholesale Corporation is engaged in the business of manufacturing, distributing, and selling food products in the United States, and specifically in the State of Florida.

47. As part of its business, Costco offers prepared food products such as Kirkland Signature Spinach and Cheese Organic Ravioli, which is designed to be eaten without further preparation by the customer.

48. The ravioli product that Ms. Medina purchased from Costco on or about January 20, 2023, would not have passed without objection in the trade and was not fit for the ordinary purposes for which it was intended.

49. Defendant Costco did not disclaim these warranties and, pursuant to section 672.314, Florida Statutes, impliedly warranted that this food product was merchantable.

50. This ravioli product that the Plaintiff purchased and consumed was not merchantable, due to the fact that it was defective, unreasonably dangerous, and not fit for human consumption.

51. Defendant Costco's breach of the implied warranty of merchantability caused Plaintiff Layla Medina to be injured in and about her body and extremities, to suffer pain therefrom, to incur medical expense in the treatment of the injuries, and to suffer physical handicap and impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of a previously existing condition, and to have her working ability impaired; the injuries are either permanent or continuing in nature and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE Plaintiff Layla Medina demands judgment for damages against Defendant, Costco Wholesale Corporation, and demands a jury trial.

Count 8
Roberto Alfredo Baez Allup vs. Costco Wholesale Corporation
Loss of Consortium

52. Plaintiff Roberto Alfredo Baez Allup adopts the allegations in the preceding three counts, and further states:

53. At the time of this incident, until present, Plaintiff Roberto Alfredo Baez Allup was and is married to Plaintiff Layla Medina.

54. As a result of Defendant Costco's negligence and other acts described above, Roberto Alfredo Baez Allup has suffered the loss of support, services, comfort, society, attentions, and consortium of Plaintiff Layla Medina and will continue to suffer those losses in the future.

WHEREFORE Plaintiff Roberto Alfredo Baez Allup demands judgment for damages against Defendant Costco Wholesale Corporation, and demands a jury trial.

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