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20 **IN THE SECOND JUDICIAL DISTRICT COURT, WASHOE COUNTY**
21 **IN AND FOR THE STATE OF NEVADA**

22 MELISSA DILLON, as Heir, Executor and)
23 Personal Representative of the ESTATE)
24 BILLY WAYNE HENDERSON aka BILL)
25 W HENDERSON,)

Case No.:
Dept No.:

Plaintiff,

COMPLAINT

vs.

JURY TRIAL DEMAND

SPARKS FAMILY HOSPITAL, Inc. dba)
NORTHERN NEVADA MEDICAL)
CENTER, a Nevada Corporation, HELEN)
LIDHOLM, individually, KATHARINA)
MAHADEVA, MD, an individual,)
AYODELE OKUNOLA, an individual,)
ALEEM SURANI, MD, an individual, JUDD)
ANDERS, MD, DOE individuals I through)
ROE CORPORATIONS I through XX, and)
XX,)
Defendants.)

1 COMES NOW, Plaintiff, MELISSA DILLON, Executor and Personal Representative of
2 the ESTATE OF BILLY WAYNE HENDERSON, by and through the undersigned attorney of
3 record, SIGAL CHATTAH, ESQ., of the CHATTAH LAW GROUP, and JOEY GILBERT,
4 ESQ. of JOEY GILBERT LAW, who hereby submits the following Complaint against
5 Defendants and each of them and allege as follows:

6 **I.**

7 **PARTIES**

8
9 1. Plaintiff, MELISSA DILLON is the Heir, Executor and Personal Representative
10 of THE ESTATE OF BILLY WAYNE HENDERSON (hereinafter "THE ESTATE") and brings
11 this action under NRS 41.130 and NRS 41.085, is and at all times herein mentioned, an estate
12 duly appointed and existing in the state of Nevada.

13 2. At all times mentioned herein, Defendant, SPARKS FAMILY HOSPITAL, Inc.
14 dba NORTHERN NEVADA MEDICAL CENTER (hereinafter "NNMC") was and is, a
15 domestic corporation primarily acting as a hospital providing medical services in WASHOE
16 COUNTY, NEVADA and doing business in the State of Nevada, County of Washoe.

17 3. Defendant HELEN LIDHOLM (hereinafter "LIDHOLM") was and is at all times
18 relevant herein, the Chief Executive Officer of Northern Nevada Medical Center, a hospital
19 providing medical services in RENO, NEVADA and doing business in the State of Nevada,
20 County of Washoe.

21 4. Defendant KATHARINA MAHADEVA, M.D. (hereinafter "MAHADEVA")
22 was and is at all times relevant herein, a physician and agent of Northern Nevada Medical
23 Center, a hospital providing medical services in RENO, NEVADA and doing business in the
24 State of Nevada, County of Washoe.

25 5. Defendant AYODELE OKUNOLA, M.D. (hereinafter "OKUNOLA") was and is
at all times relevant herein, a physician and agent of Northern Nevada Medical Center, a hospital

1 providing medical services in RENO, NEVADA and doing business in the State of Nevada,
2 County of Washoe.

3 6. Defendant ALEEM SURANI, M.D. (hereinafter "SURANI") was and is at all
4 times relevant herein, a physician and agent of Northern Nevada Medical Center, a hospital
5 providing medical services in RENO, NEVADA and doing business in the State of Nevada,
6 County of Washoe.

7 7. Defendant JUDD ANDERS, M.D. (hereinafter "ANDERS") was and is at all
8 times relevant herein, a physician and agent of Northern Nevada Medical Center, a hospital
9 providing medical services in RENO, NEVADA and doing business in the State of Nevada,
10 County of Washoe.

11 8. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendants DOES I through XX, and ROE CORPORATIONS I through XX,
13 inclusive, are unknown to Plaintiffs, who therefore sues said Defendants by such fictitious
14 names. Plaintiffs are informed and believes and thereon alleges that each of the Defendants
15 designated herein as a DOE or ROE CORPORATION is responsible in some manner for the
16 events and happenings herein referred to and damages caused proximately thereby to Plaintiffs
17 as herein alleged; that Plaintiffs will ask leave of this Court to amend this Complaint to insert the
18 true names and capacities of said Defendants DOES I through V and/or ROE CORPORATIONS
19 I through V, when same have been ascertained by Plaintiffs, together with appropriate charging
20 allegations, and to join such Defendants in this action.

21 9. All of the acts or failures to act herein were duly performed by and attributable to
22 all Defendants, each acting as agent, employee, or under the direction and/or control of the
23 others. Said acts or failures to act were within the scope of said agency and/or employment and
24 each Defendant and ratified the acts and omissions by the other Defendants. Whenever and
25 wherever reference is made in this Complaint to any acts by Defendants, such allegations and

1 references shall also be deemed to mean the acts of each Defendant acting individually, jointly or
2 severally.

3 10. That NRS 41.085(2) provides that Plaintiff Melissa Dillon, as and on behalf of the
4 Estate has standing to bring a wrongful death action. Plaintiff is a surviving heir of Billy Wayne
5 Henderson.

6 **II.**

7 **GENERAL ALLEGATIONS**

8
9 **A. FACTS COMMON TO ALL CAUSES OF ACTION**

10 1. On or about October 13, 2021, while residing in Winnemucca, Nevada, the
11 deceased developed Covid- 19.

12 2. Thereafter, Plaintiff notified that Henderson’s family practitioner, Dr. Warren
13 Gilbert, MD, that she was taking her father to Northern Nevada Medical Center (NNMC) in
14 Reno Nevada for treatment ¹.

15 3. Dr. Gilbert called in prescriptions for HCQ and Ivermectin for him and Plaintiff
16 picked up the medication on the way to the hospital.

17 4. Upon arrival at NNMC, staff were instructed that under no circumstances, was
18 Henderson to be administered Remdesivir (Veklury) for treatment of his symptoms.

19 5. NNMC staff said that they would comply with Henderson’s requests but that he
20 could not be given the HCQ or Ivermectin because it was against hospital protocols.
21
22
23

24 ¹ See Dr. Warren Gilbert’s Affidavit of Merit attached hereto as exhibit “A”.
25

1 6. Henderson was admitted to ICU at which point his family was no longer allowed
2 to have any contact with him.

3 7. On October 16, 2021, Defendant Dr. Mahadeva, ordered Mr. Henderson's first
4 dose of Remdesivir, to be used despite objections to receiving same.

5 8. On October 21, 2021, Defendant Dr. Okunola, ordered for administration
6 tocilizumab, the effects which substantially contributed to the expedited death of Mr. Henderson.

7 9. During the course of his treatment at Northern Nevada Medical Center, during
8 the approximate dates of October 15, 2021 through October 31, 2021, Mr. Henderson was
9 subsequently intubated by Northern Nevada Medical Center staff, doctors and DOE Defendants.

10 10. During the course of his treatment at Northern Nevada Medical Center, by staff,
11 doctors and DOE Defendants, between the approximate dates of October 15, 2021 and October
12 31, 2021, Mr. Henderson was given Remdesivir against his expressed wishes, and died of
13 respiratory and renal failure a week later.

14 11. The patient's right to autonomy in medical decision-making is uniquely
15 fundamental.

16 **Veklury (Remdesivir) and the Medical Deception**

17 12. Remdesivir is a dangerous, experimental drug. During a randomized controlled
18 study published by the New England Journal of Medicine, Remdesivir was pulled from Ebola
19 Controlled Trials because of the high death rates. In this study 53% of the people who received
20 Remdesivir died. The study was funded and/or supported by the NAIAD, the NIH, the WHO, the
21 DHHS, the DARPA arm of the DOD, and of course Gilead Sciences.²

22
23
24
25
² <https://www.nejm.org/doi/full/10.1056/NEJMoa19109934>

1 13. Remdesivir is unsafe and ineffective for patients. Veklury® (Remdesivir) is a
2 nucleotide analogue RNA polymerase inhibitor. It causes, among other things, symptoms of
3 lungs filling with fluid, kidney poisoning and other organ damage that are known side-effects of
4 Veklury® (Remdesivir)³⁴ In short, Remdesivir causes the harm it claims to cure.⁵

5
6 14. Studies have been published showing a causal connection between Remdesivir
7 and the death of heart cells, heart attacks, and bradycardia with worsening QT interval.^{6 7}

8 15. Remdesivir received Emergency Use Authorization in or around May of 2020,
9 after being recommended by an NIH panel that contained nine individuals with financial ties to
10 its creator, Gilead Sciences.⁸ It is very nearly the equivalent of a death sentence for a COVID
11 patient, or a patient with real Pneumonia (as opposed to the so called “covid pneumonia”).
12

13 16. As an EUA product it cannot be mandated by law and giving it to a patient against
14 their wishes and without full informed consent amounts to human experimentation in violation of
15 the Nuremburg Code (as codified in 45 CFR 46).
16

17 17. Full informed consent means that patients must be provided with full information
18 about the deadly harm that this dangerous experimental drug causes on its own. They must be
19

20 ³ <https://www.wndnewscenter.org/faucis-deadly-corruption-on-Remdesivir/>

21 ⁴ <https://principia-scientific.com/doctor-reveals-Remdesivir-is-real-cause-of-covid-19-maladies/>

22 ⁵ <https://principia-scientific.com/doctor-reveals-Remdesivir-is-real-cause-of-covid-19-maladies/>

23 ⁶ <https://pubmed.ncbi.nlm.nih.gov/34643857/>

24 ⁷ <https://pubmed.ncbi.nlm.nih.gov/33240723/>

25 ⁸ <https://covid19treatmentguidelines.nih.gov/panel-financial-disclosure/5>

1 told that the only time it was ever tested it was pulled because it killed so many people. They
2 must be told that it may overload their kidneys and cause their lungs to fill up with water. They
3 must be told about all the side effects. They must be advised that they have a 99.97% chance of
4 surviving COVID without Remdesivir, but that the odds of their dying increase exponentially if
5 Remdesivir is administered. They also must be told that their odds of survival take another
6 exponential drop when Remdesivir is combined with intubation.
7

8 18. Further, they must be told that there are numerous treatments that are almost
9 100% effective against COVID-19 are very inexpensive and have been tested and prescribed
10 millions of times the world over with virtually no harmful effect. None of the plaintiffs were
11 provided with any of this information, and all of them were given Remdesivir against their
12 wishes as part of a protocol designed to harm them and to enrich the hospital. The financial
13 incentives are discussed further herein below.
14

15 19. Defendants failed their fiduciary duty and acted in concert to intentionally conceal
16 from the decedents, their successors in interest and/or their patient advocates of these critical
17 facts.
18

19 20. A person of adult years and in sound mind has the right, in the exercise of control
20 over his or her own body, to determine whether or not to submit to lawful medical treatment.
21

22 21. Healthcare providers, including hospitals, are under a fiduciary duty to disclose
23 all available choices regarding any prescribed course of therapy and of the potential risks of each
24 choice. All information material to a patient's decision to receive or decline a particular medical
25 treatment must be disclosed. A fiduciary must tell its principal of all information it possesses that
is material to the principal's interests. In this case, hospital defendant acted by and through staff

1 in concert with other defendants to communicate or conceal pertinent information and the
2 hospital employees assisted in administering the Remdesivir and the Remdesivir Protocol
3 discussed below.

4
5 22. Healthcare providers must disclose personal interests unrelated to a patient's
6 health, whether research or economic, that may affect the physician's professional judgment.

7
8 23. It is medically unethical, and a violation of Nevada laws, to administer an
9 unnecessary medical treatment.

10
11 24. It is medically unethical, and a violation of Nevada laws, to administer a medical
12 treatment without informed consent.

12 **The Remdesivir Protocol**

13
14 25. The following protocol is being used by Defendants and in hospitals all over the
15 country with minor variations. A patient comes to the hospital often for a problem unrelated to
16 COVID-19. They are told they have COVID-19 or "COVID pneumonia". They are immediately
17 separated from their loved ones, and usually declared to be in ICU, even though they are often
18 just placed in a room.

19
20 26. They are told that the deadly Remdesivir is the only available and safe treatment.
21 They are usually told that if they leave the Hospital against "medical advice" they will void their
22 insurance.

23
24 27. They are placed on a BiPap machine at a high rate, making it difficult for
25 them to breathe. Their hands are often tied down so they can't take the BiPap machine off their
face. After their hands are tied down, and sometimes before, a psychiatrist comes to the room
and determines that they are "agitated".

1 28. This results in the protocol patient being placed on morphine or something
2 similar. Sedating the patient makes it more difficult for them to communicate and more difficult
3 for them to fight the effects of Remdesivir especially as it relates to their ability to breathe
4 against the side effects and against the BiPap machine. Their phone and the signaling instrument
5 for the nurses are typically placed beyond their reach.
6

7 29. They are placed on Remdesivir, to the exclusion of Ivermectin (a very safe and
8 truly effective alternative, discussed below), and often things like Benadryl and Tylenol are
9 administered to further dry out their lungs and overload their kidneys. They are denied food and
10 water.
11

12 30. They are often intubated after a short period of time on the BiPap machine. They
13 are often placed on other drugs that are contraindicated for use with Remdesivir. It takes a
14 “protocol patient” about nine days to die on average. Defendants implemented these protocols
15 resulting in the deaths of each of the decedents.
16

17 31. This Remdesivir death protocol hits several specific markers that increase greatly
18 the amount the hospital can bill as well as bringing in a handsome financial reward for the state
19 for each supposed COVID-19 death.
20

21 32. Ivermectin, by contrast to Remdesivir, is a drug for which the Nobel Prize in
22 Medicine was awarded. Ivermectin is an FDA approved drug and is on the World Health
23 Organization’s list of essential medicines. It found efficacy against SARS-COV-2 early on and
24 has been widely used as anti-parasitic since the early 1980’s.
25

 33. Ivermectin has a decades old safety record as an anti-parasitic, and more recently
has been found to have potent anti-viral effects against SARS-COV-2 and multiple other viruses,

1 with multiple mechanisms of action against viral binding, viral replication, and viral-induced
2 inflammation.

3
4 34. Ivermectin has been proven both safe and effective towards SARS-COV-2, with
5 controlled studies demonstrating its efficacy in the prophylaxis and prevention of the contraction
6 of SARS-COV-2, in out-patient early treatment of SARS COV-2 to stop replication of the virus
7 and prevent hospitalization; and in hospitalized patients to decrease in-hospital mortality and
8 morbidity. In fact, the weight of the scientific literature base weighs strongly in favor of
9 Ivermectin for the treatment of SARS-COV-2 and against Remdesivir.

10
11 35. Ivermectin is listed by the National Institutes of Health under their
12 “Characteristics of Antiviral Agents That Are Approved or Under Evaluation for the Treatment
13 of COVID-19” as the second agent under Remdesivir for use against COVID-19.

14 36. It is a lie to state that the deadly Remdesivir improves a patient’s chances against
15 Covid-19. It is another lie of exclusion not to inform the patient that Ivermectin will make them
16 better in almost every case. These lies are highly incentivized financially as the next section
17 demonstrates. Defendants did not advise the decedents, their successors in interest, their
18 representatives or their patient advocates as the case may be of these critical facts regarding
19 Ivermectin.
20

21 **Remdesivir Protocol & COVID-19 Financial Incentives**

22 37. Here follows some of the *known* financial incentives to the hospitals and to the
23 state of Nevada for the offering Remdesivir as an exclusive “remedy” and for diagnosing patients
24 with and/or inscribing COVID-19 on the death certificate. We believe that during discovery,
25 additional lucrative incentives will be uncovered.

1 38. The state of Nevada received One Billion US Dollars in CARES ACT aid and
2 was distributed as follows:⁹

3
4 * \$241 million in direct cash payments to Medicare providers in the State of Nevada to
5 assist in their response to the COVID-19 pandemic.

6 • \$88 million in grant funding from the Centers for Disease Control and Prevention
7 (CDC) to be used for enhanced testing and contact tracing of coronavirus cases in Nevada.

8
9 • \$70 million to health care providers and community health services across Nevada to
10 address costs associated with the coronavirus pandemic.

11 39. More importantly, it is critical to understand how the rate the hospital can charge
12 (charge rate) varies across 3 categories of Covid-19 diagnosed patients. The categories are (1)
13 Outpatient (2) Noncomplex Inpatient and (3) Complex Inpatient. The average charge amounts by
14 hospitals in Nevada for each category are as follows.

15
16 **Outpatient \$3,200**

17 **Inpatient noncomplex \$111,213**

18 **Inpatient complex \$461,780**

19 40. All that is required to move an inpatient from noncomplex status to complex
20 status is that the patient be intubated and/or placed in ICU status. By doing either one of these
21 things they get to refer to the inpatient as a “complex” case, resulting in an average charge
22 amount increase of \$458,580 over outpatient treatment, and an average charge amount increase
23 of \$350,567 over noncomplex inpatient.
24

25

⁹ [Nevada-CARES-Act-Overview.pdf \(nv.gov\)](#)

1 41. In addition, Medicare has provided a unique billing code that permits a 20%
2 NCTAP bonus, collected on the entire bill, provided to Hospitals who offer Remdesivir *as an*
3 *exclusive option*.¹⁰ It should be noted, and it bears repeating, that the extra 20% bonus incentive
4 is *only* available if the hospital offers Remdesivir as *an exclusive option*. This means that the
5 average complex inpatient charge amount is increased by an additional \$92,356 for a whopping
6 average total of \$554,136.

7
8 42. In order to capitalize on these remarkable charge amount bonus incentives, the
9 hospital must merely isolate the patient in ICU and/or intubate them before they die, all while (a)
10 denying the truly safe, effective, readily available and inexpensive remedies, and (b) coercing
11 and defrauding the protocol patients that Remdesivir is the only treatment permitted and that it
12 will help them, when the Ebola study indicates it will likely kill more than half of those to whom
13 it is administered. Defendants capitalized on these financial incentives with respect to the
14 treatment of the decedents.

15
16 **III.**
17 **FIRST CLAIM FOR RELIEF**
18 **(WRONGFUL DEATH: NEGLIGENCE)**
19 **All Defendants**

20 43. Plaintiffs replead and reallege all of the paragraphs in the preceding Claims for
21 Relief and incorporate the same by reference as if fully set forth herein.

22 44. At all times, it was foreseeable to Defendants and each of them that the
23 administration of Remdesivir placed the deceased at risk for death or physical injury as the result
24 of usage of said course of treatment.

25 ¹⁰ <https://www.cms.gov/medicare/covid-19/new-covid-19-treatments-add-payment-nctap>

1 45. Defendants had a duty to Henderson to provide safe, properly licensed, legally
2 operated, scientifically and medically based practice and care in the distribution of the treatment
3 for Covid-19.

4 46. Defendants breached their duty of ordinary care to Henderson by allowing and
5 facilitating the use of Remdesivir; and by failing to provide reasonable and adequate supervision
6 to prevent the patient, Henderson, from dying of renal failure, when Defendants individually and
7 collectively knew or should have known the risks of such treatment.

8 47. Defendants' actions and omissions proximately caused Henderson's death, pain
9 and suffering and other damages.

10 48. Had Defendants followed protocol and not provided Henderson with Remdesivir,
11 he would not have died.

12 49. Defendants otherwise negligently caused and were a substantial factor in causing
13 the death of Billy Wayne Henderson.

14 50. As a direct and proximate result of Defendants' negligence and the death of Billy
15 Wayne Henderson, Plaintiffs have sustained economic damages consisting of (1) the value of
16 lost financial and other support from the decedent, (2) the value of gifts and benefits that the
17 decedent would have provided, (3) the value of funeral and burial expenses, and (4) the
18 reasonable value of household services that the decedent would have provided.

19 51. As a direct and proximate result of Defendants' conscious and intentional
20 behavior, Plaintiffs have suffered damages in excess of \$15,000.00, the exact amount of which
21 will be proven at trial.
22
23
24
25

- 1 5. All loss of decedent's care and support,
2 6. Any and all other damages and/or penalties that the decedent would have been
3 able to recover from Defendants, had he lived;
4 7. All past medical expenses incurred by the decedent,
5 8. For attorney's fees and costs of suit;
6 9. For such other and further relief as this Honorable Court deems just and
7 reasonable under the circumstances.

8 Dated this 23rd day of November, 2022.

9 */s/ Sigal Chattah*

10 SIGAL CHATTAH, ESQ.
11 Nevada Bar No.: 8264
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14 */s/ Joseph S. Gilbert*

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19 Reno, Nevada 89509
20 Attorney for Plaintiff
21 *Melissa Dillon*

18 **AFFIRMATION**
19 **Pursuant to NRS 239.B.030**

20 The undersigned does hereby affirm that the preceding document does not contain the
21 social security number of any person.

22 **DATED** this 23rd day of November, 2022.

23 JOEY GILBERT LAW

24 */s/ Joseph S. Gilbert*

25 JOSEPH S. GILBERT, ESQ.
Attorney for Plaintiff

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