



CASE NO: A-22-863145-C
Department 29

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

PATRICK CASALE, as Heir, Executor and)
Personal Representative of the ESTATE)
MARLENE J. STRANO,)
Plaintiff,)
vs.)

) Case No.:
) Dept No.:

COMPLAINT

JURY TRIAL DEMAND

HCA HEALTHCARE, Inc., a Tennessee)
Corporation, doing business in Nevada as)
MOUNTAINVIEW HOSPITAL; SHADI)
DAOUD an individual, CHARLES G.)
WATT, DOE individuals I through XX, and)
ROE CORPORATIONS I through XX,)
Defendants.)

COMES NOW, Plaintiff, PATRICK CASALE, Executor and Personal Representative of
the ESTATE OF MARLENE J. STRANO, by and through the undersigned attorney of record,

1 SIGAL CHATTAH, ESQ., of the CHATTAH LAW GROUP, and JOEY GILBERT, ESQ. of
2 JOEY GILBERT LAW, who hereby submits the following Complaint against Defendants and
3 each of them and allege as follows:

4 **I.**

5 **PARTIES**

6 1. Plaintiff, PATRICK CASALE is the Heir, Executor and Personal Representative
7 of THE ESTATE OF MARLENE J. STRANO (hereinafter "THE ESTATE") and brings this
8 action under NRS 41.130 and NRS 41.085, is and at all times herein mentioned, an estate duly
9 appointed and existing in the state of Nevada.

10 2. At all times mentioned herein, Defendant, HCA HEALTHCARE, INC. was a
11 Tennessee Corporation doing business in Nevada as MOUNTAIN VIEW HOSPITAL
12 (hereinafter "Defendant") was and is a hospital providing medical services in LAS VEGAS,
13 NEVADA and doing business in the State of Nevada, County of Clark.

14 3. Defendant SHADI DAOUD an individual, (hereinafter "Defendant") was and is
15 at all times relevant herein, a physician and agent of Mountain View Hospital, a hospital
16 providing medical services in LAS VEGAS, NEVADA and doing business in the State of
17 Nevada, County of Clark.

18 4. Defendant CHARLES G. WATT an individual, (hereinafter "Defendant") was
19 and is at all times relevant herein, a physician and agent of Mountain View Hospital, a hospital
20 providing medical services in LAS VEGAS, NEVADA and doing business in the State of
21 Nevada, County of Clark.

22 5. The true names and capacities, whether individual, corporate, associate, or
23 otherwise, of Defendants DOES I through V, and ROE CORPORATIONS I through V,
24 inclusive, are unknown to Plaintiffs, who therefore sues said Defendants by such fictitious
25 names. Plaintiffs are informed and believes and thereon alleges that each of the Defendants

designated herein as a DOE or ROE CORPORATION is responsible in some manner for the events and happenings herein referred to and damages caused proximately thereby to Plaintiffs as herein alleged; that Plaintiffs will ask leave of this Court to amend this Complaint to insert the true names and capacities of said Defendants DOES I through V and/or ROE CORPORATIONS I through V, when same have been ascertained by Plaintiffs, together with appropriate charging allegations, and to join such Defendants in this action.

6. All of the acts or failures to act herein were duly performed by and attributable to all Defendants, each acting as agent, employee, or under the direction and/or control of the others. Said acts or failures to act were within the scope of said agency and/or employment and each Defendant and ratified the acts and omissions by the other Defendants. Whenever and wherever reference is made in this Complaint to any acts by Defendants, such allegations and references shall also be deemed to mean the acts of each Defendant acting individually, jointly or severally.

7. That NRS 41.085(2) provides that Plaintiff Patrick Casale, as and on behalf of the Estate has standing to bring a wrongful death action. Plaintiff is a surviving heir of Marlene Strano.

II.

GENERAL ALLEGATIONS

A. FACTS COMMON TO ALL CAUSES OF ACTION

1. On or about November, 2020, while residing in Las Vegas, Nevada, the deceased developed Covid- 19.

2. Thereafter, Plaintiff transported Strano, to Mountain View Hospital with mild COVID-19 symptoms.

1 3. Ms. Strano developed a Covid-19 infection and presented to the ER at Mountain
2 View Hospital on November 20, 2020 due to some difficulty breathing.

3 4. A chest x-ray performed in the ER revealed a bilateral patchy pneumonia and it
4 was decided to admit her to the hospital for treatment of the pneumonia.

5 5. She was admitted with a diagnosis of acute respiratory failure with hypoxia
6 despite the fact that she was afebrile, had a normal WBC count, and was able to maintain a
7 normal pulse ox O2 level of 91 on room air.

8 6. She was admitted to a general medical room and placed on a bi-pap machine to
9 assist her breathing.

10 7. Her pulse ox, vital signs, and WBC count were still normal on November 23,
11 2020 when she was started on a 4-day course of daily Remdesivir.

12 8. At the time the course of Remdesivir was initiated her serum creatinine level was
13 mildly elevated at 1.59, her BUN level was mildly elevated at 39, and her GFR rate was slightly
14 low at 37. This was consistent with some mild renal impairment consistent with her age and her
15 chronic diabetes.

16 9. By November 28, 2020 her pulse ox levels had remained normal, her vital signs
17 were good, her WBC count was normal, and her chest x-ray was improving.

18 10. The decision was made to begin to wean her off of the bi-pap machine and, for
19 reasons that are unclear to me, it was decided to move her to ICU in order to do that.

20 11. On November 29, 2020, the decision was made to intubate her due to 'respiratory
21 failure' despite the fact that her vital signs were stable, her pulse ox was normal, and her chest x-
22 ray was improving.

1 12. On November 30, 2020, 4 days after completing her course of Remdesivir and for
2 no apparent reason and no prior history, she developed seizures requiring multiple medications to
3 control them.

4 13. On December 5, 2020 she took a turn for the worse and went into hypotensive
5 shock.

6 14. Her chest x-ray was read as normal yet her WBC count rose to 24.9, her serum
7 creatinine level doubled to 3.84, her BUN tripled to 123, and her GFR decreased to 11 indicative
8 of impending renal failure.

9 15. She died on December 7, 2020, with a diagnosis of acute hypoxic respiratory
10 failure secondary to Covid pneumonia, septic shock due to Covid pneumonia and renal failure.

11 16. This is despite the fact that her serial chest x-rays showed steady improvement in
12 her pneumonia, she remained afebrile, her pulse ox had been stable up until December 5, 2020,
13 and her serial blood cultures never grew out any pathogens.

14 17. Her seizure disorder and her renal failure both occurred within days of completing
15 her course of Remdesivir as did her sudden, acute downhill course on December 5, 2020,
16 resulting in her ultimate death on December 7, 2020.

17
18 18. The patient's right to autonomy in medical decision-making is uniquely
19 fundamental.

20
21 **1. Veklury (Remdesivir) and the Medical Deception**

22 19. Remdesivir is a dangerous, experimental drug. During a randomized controlled
23 study published by the New England Journal of Medicine, Remdesivir was pulled from Ebola
24 Controlled Trials because of the high death rates. In this study 53% of the people who received
25

1 Remdesivir died. The study was funded and/or supported by the NAIAD, the NIH, the WHO, the
2 DHHS, the DARPA arm of the DOD, and of course Gilead Sciences.¹

3
4 20. Remdesivir is unsafe and ineffective for patients. Veklury® (Remdesivir) is
5 anucleotide analogue RNA polymerase inhibitor. It causes, among other things, symptoms of
6 lungs filling with fluid, kidney poisoning and other organ damage that are known side-effects of
7 Veklury® (Remdesivir)²³ In short, Remdesivir causes the harm it claims to cure.⁴

8
9 21. Studies have been published showing a causal connection between Remdesivir
10 and the death of heart cells, heart attacks, and bradycardia with worsening QT interval.^{5 6}

11 22. Remdesivir received Emergency Use Authorization in or around May of 2020,
12 after being recommended by an NIH panel that contained nine individuals with financial ties to
13 its creator, Gilead Sciences.⁷ It is very nearly the equivalent of a death sentence for a COVID
14 patient, or a patient with real Pneumonia (as opposed to the so called “covid pneumonia”).
15
16
17
18

19 ¹ <https://www.nejm.org/doi/full/10.1056/NEJMoa1910993>4

20 ² <https://www.wndnewscenter.org/faucis-deadly-corruption-on-Remdesivir/>

21 ³ <https://principia-scientific.com/doctor-reveals-Remdesivir-is-real-cause-of-covid-19-maladies/>

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

23 ⁵ <https://pubmed.ncbi.nlm.nih.gov/34643857/>

24 ⁶ <https://pubmed.ncbi.nlm.nih.gov/33240723/>

25 ⁷ <https://covid19treatmentguidelines.nih.gov/panel-financial-disclosure/5>

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

4
5 24. Full informed consent means that patients must be provided with full information
6 about the deadly harm that this dangerous experimental drug causes on its own. They must be
7 told that the only time it was ever tested it was pulled because it killed so many people. They
8 must be told that it may overload their kidneys and cause their lungs to fill up with water. They
9 must be told about all the side effects. They must be advised that they have a 99.97% chance of
10 surviving COVID without Remdesivir, but that the odds of their dying increase exponentially if
11 Remdesivir is administered. They also must be told that their odds of survival take another
12 exponential drop when Remdesivir is combined with intubation.

13
14 25. Further, they must be told that there are numerous treatments that are almost
15 100% effective against COVID-19 are very inexpensive and have been tested and prescribed
16 millions of times the world over with virtually no harmful effect. None of the plaintiffs were
17 provided with any of this information, and all of them were given Remdesivir against their
18 wishes as part of a protocol designed to harm them and to enrich the hospital. The financial
19 incentives are discussed further herein below.

20 26. Defendants failed their fiduciary duty and acted in concert to intentionally conceal
21 from the decedents, their successors in interest and/or their patient advocates of these critical
22 facts.

23
24 27. A person of adult years and in sound mind has the right, in the exercise of control
25 over his or her own body, to determine whether or not to submit to lawful medical treatment.

1 28. Healthcare providers, including hospitals, are under a fiduciary duty to disclose
2 all available choices regarding any prescribed course of therapy and of the potential risks of each
3 choice. All information material to a patient's decision to receive or decline a particular medical
4 treatment must be disclosed. A fiduciary must tell its principal of all information it possesses that
5 is material to the principal's interests. In this case, hospital defendant acted by and through staff
6 in concert with other defendants to communicate or conceal pertinent information and the
7 hospital employees assisted in administering the Remdesivir and the Remdesivir Protocol
8 discussed below.
9

10 29. Healthcare providers must disclose personal interests unrelated to a patient's
11 health, whether research or economic, that may affect the physician's professional judgment.
12

13 30. It is medically unethical, and a violation of Nevada laws, to administer an
14 unnecessary medical treatment.

15 31. It is medically unethical, and a violation of Nevada laws, to administer a medical
16 treatment without informed consent.
17

18 **The Remdesivir Protocol**

19 32. The following protocol is being used by Defendants and in hospitals all over the
20 country with minor variations. A patient comes to the hospital often for a problem unrelated to
21 COVID-19. They are told they have COVID-19 or "COVID pneumonia". They are immediately
22 separated from their loved ones, and usually declared to be in ICU, even though they are often
23 just placed in a room.
24
25

1 33. They are told that the deadly Remdesivir is the only available and safe treatment.
2 They are usually told that if they leave the Hospital against “medical advice” they will void their
3 insurance.

4 34. They are placed on a BiPap machine at a high rate, making it difficult for
5 them to breathe. Their hands are often tied down so they can't take the BiPap machine off their
6 face. After their hands are tied down, and sometimes before, a psychiatrist comes to the room
7 and determines that they are “agitated”.
8

9 35. This results in the protocol patient being placed on morphine or something
10 similar. Sedating the patient makes it more difficult for them to communicate and more difficult
11 for them to fight the effects of Remdesivir especially as it relates to their ability to breathe
12 against the side effects and against the BiPap machine. Their phone and the signaling instrument
13 for the nurses are typically placed beyond their reach.
14

15 36. They are placed on Remdesivir, to the exclusion of Ivermectin (a very safe and
16 truly effective alternative, discussed below), and often things like Benadryl and Tylenol are
17 administered to further dry out their lungs and overload their kidneys. They are denied food and
18 water.
19

20 37. They are often intubated after a short period of time on the BiPap machine. They
21 are often placed on other drugs that are contraindicated for use with Remdesivir. It takes a
22 “protocol patient” about nine days to die on average. Defendants implemented these protocols
23 resulting in the deaths of each of the decedents.
24
25

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

4
5 39. Ivermectin, by contrast to Remdesivir, is a drug for which the Nobel Prize in
6 Medicine was awarded. Ivermectin is an FDA approved drug and is on the World Health
7 Organization's list of essential medicines. It found efficacy against SARS-COV-2 early on and
8 has been widely used as anti-parasitic since the early 1980's.

9
10 40. Ivermectin has a decades old safety record as an anti-parasitic, and more recently
11 has been found to have potent anti-viral effects against SARS-COV-2 and multiple other viruses,
12 with multiple mechanisms of action against viral binding, viral replication, and viral-induced
13 inflammation.

14 41. Ivermectin has been proven both safe and effective towards SARS-COV-2, with
15 controlled studies demonstrating its efficacy in the prophylaxis and prevention of the contraction
16 of SARS-COV-2, in out-patient early treatment of SARS COV-2 to stop replication of the virus
17 and prevent hospitalization; and in hospitalized patients to decrease in-hospital mortality and
18 morbidity. In fact, the weight of the scientific literature base weighs strongly in favor of
19 Ivermectin for the treatment of SARS-COV-2 and against Remdesivir.

20
21 42. Ivermectin is listed by the National Institutes of Health under their
22 "Characteristics of Antiviral Agents That Are Approved or Under Evaluation for the Treatment
23 of COVID-19" as the second agent under Remdesivir for use against COVID-19.

24
25 43. It is a lie to state that the deadly Remdesivir improves a patient's chances against
Covid-19. It is another lie of exclusion not to inform the patient that Ivermectin will make them

1 better in almost every case. These lies are highly incentivized financially as the next section
2 demonstrates. Defendants did not advise the decedents, their successors in interest, their
3 representatives or their patient advocates as the case may be of these critical facts regarding
4 Ivermectin.

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

6 44. Here follows some of the *known* financial incentives to the hospitals and to the
7 state of Nevada for the offering Remdesivir as an exclusive “remedy” and for diagnosing patients
8 with and/or inscribing COVID-19 on the death certificate. We believe that during discovery,
9 additional lucrative incentives will be uncovered.
10

11 45. The state of Nevada received One Billion US Dollars in CARES ACT aid and
12 was distributed as follows:⁸
13

14 * \$241 million in direct cash payments to Medicare providers in the State of Nevada to
15 assist in their response to the COVID-19 pandemic.

16 • \$88 million in grant funding from the Centers for Disease Control and Prevention
17 (CDC) to be used for enhanced testing and contact tracing of coronavirus cases in Nevada.
18

19 • \$70 million to health care providers and community health services across Nevada to
20 address costs associated with the coronavirus pandemic.

21 46. More importantly, it is critical to understand how the rate the hospital can charge
22 (charge rate) varies across 3 categories of Covid-19 diagnosed patients. The categories are (1)
23
24

25 ⁸ [Nevada-CARES-Act-Overview.pdf \(nv.gov\)](#)

1 Outpatient (2) Noncomplex Inpatient and (3) Complex Inpatient. The average charge amounts by
2 hospitals in Nevada for each category are as follows.

3 **Outpatient \$3,200**

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

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

6
7 47. All that is required to move an inpatient from noncomplex status to complex
8 status is that the patient be intubated and/or placed in ICU status. By doing either one of these
9 things they get to refer to the inpatient as a “complex” case, resulting in an average charge
10 amount increase of \$458,580 over outpatient treatment, and an average charge amount increase
11 of \$350,567 over noncomplex inpatient.

12 48. In addition, Medicare has provided a unique billing code that permits a
13 20%NCTAP bonus, collected on the entire bill, provided to Hospitals who offer Remdesivir *as*
14 *an exclusive option*.⁹ It should be noted, and it bears repeating, that the extra 20% bonus
15 incentive is *only* available if the hospital offers Remdesivir as *an exclusive option*. This means
16 that the average complex inpatient charge amount is increased by an additional \$92,356 for a
17 whopping average total of \$554,136.

18
19 49. In order to capitalize on these remarkable charge amount bonus incentives, the
20 hospital must merely isolate the patient in ICU and/or intubate them before they die, all while (a)
21 denying the truly safe, effective, readily available and inexpensive remedies, and (b) coercing
22 and defrauding the protocol patients that Remdesivir is the only treatment permitted and that it
23 will help them, when the Ebola study indicates it will likely kill more than half of those to whom
24

25 ⁹ <https://www.cms.gov/medicare/covid-19/new-covid-19-treatments-add-payment-nctap>

1 it is administered. Defendants capitalized on these financial incentives with respect to the
2 treatment of the decedents.

3
4 **III.**
FIRST CLAIM FOR RELIEF
(WRONGFUL DEATH: MEDICAL NEGLIGENCE)
5 **All Defendants**

6 50. Plaintiff repleads and realleges all of the paragraphs in the preceding Claims for
7 Relief and incorporates the same by reference as if fully set forth herein.

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

11 52. Defendants had a duty to Strano to provide safe, properly licensed, legally
12 operated, scientifically and medically based practice and care in the distribution of the treatment
13 for Covid-19.

14 53. Defendants breached their duty of ordinary care to Strano by allowing and
15 facilitating the use of Remdesivir;
16

17 54. Defendants breached their duty of ordinary care to Strano by failing to provide
18 reasonable and adequate supervision to prevent the patient, Strano, from dying of renal failure
19 when Defendants individually and collectively knew or should have known the risks of such
20 treatment.

21 55. Defendants' actions and omissions proximately and directly caused Strano's
22 death, pain and suffering and other damages.

23 56. Had Defendants followed protocol and not provided Strano with Remdesivir, she
24 would not have died.
25

57. Defendants otherwise negligently caused and were a substantial factor in causing the death of Marlene Strano.

58. As a direct and proximate result of Defendants' negligence and the death of Marlene Strano, Plaintiff has sustained economic damages consisting of (1) the value of lost financial and other support from the decedent, (2) the value of gifts and benefits that the decedent would have provided, (3) the value of funeral and burial expenses, and (4) the reasonable value of household services that the decedent would have provided.

59. As a direct and proximate result of Defendants' conscious and intentional behavior, Plaintiff has suffered damages in excess of \$15,000.00, the exact amount of which will be proven at trial.

60. As a further direct and proximate result of Defendants' actions, Plaintiff has had to hire counsel to prosecute this matter by reason of which he is entitled to reasonable attorney's fees.

**IV.
SECOND CLAIM FOR RELIEF
(SURVIVORS ACTION: MEDICAL NEGLIGENCE)
(All Defendants)**

61. Plaintiff repleads and realleges all of the paragraphs in the preceding Claims for Relief and incorporates the same by reference as if fully set forth herein.

62. Plaintiff, as the surviving heir of Marlene Strano is the Successor in Interest for purposes of bringing an action under NRS 41.085 *et seq.*

63. Plaintiff is entitled to punitive damages against Defendants and each of them. By negligently prescribing Remedesivir, Defendants collectively, engaged in conduct that evidenced a willful and knowing disregard of decedent's safety, while ignoring the probability of dangerous

1 consequences of same and deliberately failing to avoid those consequences, despite Defendants'
2 individual and collective awareness of the risks of such conduct.

3 64. As a further direct and proximate result of Defendants' breach, Plaintiff has had to
4 hire counsel to prosecute this matter by reason of which he is entitled to reasonable attorney's
5 fees.

6 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- 7 1. Non-economic damages in excess of the minimum jurisdictional requirements of
8 this Court;
9 2. All funeral, burial and other expenses;
10 3. Interest to the extent allowed by law;
11 4. All pre-judgment interest;
12 5. All loss of decedent's care and support,
13 6. Any and all other damages and/or penalties that the decedent would have been
14 able to recover from Defendants, had she lived;
15 7. All past medical expenses incurred by the decedent,
16 8. For attorney's fees and costs of suit;
17 9. For such other and further relief as this Honorable Court deems just and
18 reasonable under the circumstances.

19 Dated this 27th day of December, 2022.

21 /s/ Sigal Chattah

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