

Trevor Quirk, Esq. (SBN 241626)
Quirk Law Firm LLP
877 South Victoria Avenue, Suite 111
Ventura, California 93003
Telephone: (805) 620-7645
Facsimile: (866) 728-7721
tmq@qlflaw.com

William D. Marler, Esq.
Marler Clark, Inc., PS
1012 First Avenue, Suite 500
Seattle, Washington 98104
Telephone: (206) 346-1888
Facsimile: (206) 346-1898
bmarler@marlerclark.com
(motion for *pro hac vice* forthcoming)

Attorneys for Plaintiff

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

<p>Samantha Sabaite, on behalf of her minor child J.A.K.,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>TKS RESTAURANTS, LLC, dba THE KEBAB SHOP, a California Limited Liability Company; OLYMPIA FOOD INDUSTRIES, INC., dba Olympia Foods, an Illinois Corporation;</p> <p style="text-align: center;">Defendants.</p>	<p>Case No.: _____</p> <p>UNLIMITED JURISDICTION</p> <p>PLAINTIFF' COMPLAINT FOR DAMAGES FOR:</p> <p>1st Cause of Action: Strict Product Liability</p> <p>2nd Cause of Action: Breach of Implied Warranty</p> <p>3rd Cause of Action: Negligence</p> <p>4th Cause of Action: Negligence Per Se</p> <p>DEMAND FOR JURY TRIAL</p>
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PLAINTIFF' COMPLAINT

COME NOW Plaintiff Samantha Sabaite, on behalf of her minor child J.A.K., who, by and through their attorneys, QUIRK LAW FIRM, LLP and MARLER CLARK, INC., PS (motion for *pro hac vice* forthcoming), allege upon information and belief as follows:

PARTIES

1. Plaintiff Samantha Sabaite and J.A.K. are residents of Santa Monica, Los Angeles 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 (Texas SOS File No. 0803286825; registered in Texas effective April 9, 2019), 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 Texas is Arian Baryalai, 9761-A Great Hills Trail, Austin, Texas 78759. 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 Los Angeles 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.

JURISDICTION AND VENUE

4. Plaintiff’s causes of action arose and accrued in Los Angeles County, California, as Plaintiff consumed the contaminated beef kofta at The Kebab Shop location at 2921 Los Feliz

Boulevard, Los Angeles, 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

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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 supplied to The Kebab Shop restaurant locations in California, Texas, and Florida.
11. 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

12. 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)	<i>E. coli</i> O157:H7	9+ ill; 5 hospitalized; 2 HUS

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

13. *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.
14. *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.

15. 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.
16. 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.
17. *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.
18. 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.

19. 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 J.A.K.'s *E. coli* O157:H7 Illness

20. J.A.K. consumed beef kofta served at a The Kebab Shop restaurant located at 2921 Los Feliz Boulevard, Los Angeles, California, on or about April 1, 2026.
21. On or about April 3, 2026, J.A.K. began suffering symptoms consistent with an *E. coli* O157:H7 infection, including extreme fatigue, nausea and vomiting, as well as bloody diarrhea. On April 6, 2026, Plaintiff Sabaite rushed J.A.K. to the emergency room.
22. Later that day, J.A.K. admitted to the UCLA Santa Monica hospital where he provided a stool sample that returned positive for *E. coli*. Providers would diagnose him with Shiga toxin producing *E. coli*.
23. On April 8, 2026, while still hospitalized, J.A.K.'s condition worsened and he transferred to the intensive care unit at UCLA Westwood Hospital. He was diagnosed with HUS and received dialysis and blood transfusions. During his hospitalization J.A.K. suffered from seizures and decreased function of his pancreas.

24. Plaintiff *E. coli* O157:H7 infection was confirmed by laboratory testing. Whole genome sequencing or other epidemiological analysis links Plaintiff' illness to the outbreak strain associated with The Kebab Shop beef kofta.

CAUSES OF ACTION

Strict Liability – Count I

25. Plaintiff incorporate paragraphs 1 through 24 herein by reference.
26. At all times relevant hereto, the Defendants were the manufacturers, suppliers, packagers, distributors, and/or sellers of the adulterated food product that is the subject of this action.
27. The adulterated food product that the Defendants manufactured, supplied, packaged, distributed, 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.
28. The adulterated food product that the Defendants manufactured, supplied, packaged, distributed, 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.
29. The Defendants owed a duty of care to Plaintiff to manufacture, supply, package, distribute, 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.
30. 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, and/or sold.

Breach of Warranty – Count II

31. Plaintiff incorporate paragraphs 1 through 30 herein by reference.
32. The Defendants are liable to the Plaintiff for breaching express and implied warranties they made regarding the adulterated product that Plaintiff purchased and consumed.
33. These express and implied warranties include the implied warranties of merchantability and/or fitness for a particular use.
34. 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.
35. 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.
36. 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.
37. 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

38. Plaintiff incorporate paragraphs 1 through 37 herein by reference.
39. The Defendants owed to Plaintiff a duty to use reasonable care in the manufacture, supply, packaging, distribution, 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.

40. 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, 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.

41. 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, storage, and sale of food products. The Defendants breached this duty and were therefore negligent.

42. 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.

43. 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

44. Plaintiff incorporate paragraphs 1 through 43 herein by reference.

45. 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.
46. 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.
47. 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 pray as follows:

48. 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;
49. 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;
50. 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;

51. 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;
52. For costs of suit herein incurred; and
53. For such other and further relief as this Court may deem proper.

DATED: May 29, 2026

QUIRK LAW FIRM, LLP

/s/ Trevor Quirk
Trevor Quirk, Esq. (SBN 241626)
877 South Victoria Avenue
Suite 111
Ventura, California 93003
Telephone: (805) 620-7645
Facsimile: (866) 728-7721
tmq@qlflaw.com

MARLER CLARK INC., PS

/s/ William D. Marler
William D. Marler
1012 First Avenue, Suite 500
Seattle, Washington 98104
Telephone: (206) 346-1888
Facsimile: (206) 346-1898
bmarler@marlerclark.com

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