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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT
CIVIL ACTION NO.

2484C01819 G

<p>LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF HARRIS WOLOBAH, Plaintiff,</p> <p>v.</p> <p>PAQUI, LLC, AMPLIFY SNACK BRANDS, INC., THE HERSHEY COMPANY, WALGREEN EASTERN CO., INC. doing business as Walgreen # 03151, WALGREENS OF MASSACHUSETTS, LLC, JAMES CONNOLLY and JANE DOE, Defendants.</p>

2024 JUL 11 A 9:50
 JUSTICE STEPHEN III
 ACTING CLERK IN CHIEF

COMPLAINT AND JURY DEMAND

Plaintiff, LOIS LAMA WOLOBAH as Personal Representative of the ESTATE OF HARRIS WOLOBAH, by and through her attorneys, states and alleges as follows:

THE PARTIES

1. This action is brought pursuant to Massachusetts General Laws chapter 229, § 1 et seq. to recover for the conscious pain and suffering and wrongful death of HARRIS WOLOBAH, who died on or about September 1, 2023.
2. Plaintiff LOIS LAMA WOLOBAH is the surviving mother of HARRIS WOLOBAH and is the duly appointed Personal Representative of his Estate.
3. Defendant PAQUI, LLC ("PAQUI") at all relevant times was and is a foreign limited liability company duly organized in the State of Texas with a registered agent located at CT Corporation 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

4. Defendant AMPLIFY SNACK BRANDS, INC. (“AMPLIFY”) at all relevant times was and is a foreign corporation duly organized and incorporated in the State of Texas with a registered agent located at CT Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts 02110. In 2015, PAQUI was acquired by AMPLIFY.
5. Defendant THE HERSHEY COMPANY (“HERSHEY”) at all relevant times was and is a foreign corporation duly organized and incorporated in the Commonwealth of Pennsylvania with a registered agent located at CT Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts 02110. In 2018, AMPLIFY (and its subsidiaries, including PAQUI) was acquired by HERSHEY.
6. Defendant WALGREEN EASTERN CO., INC. (“WALGREEN EASTERN”) at all relevant times was and is a foreign corporation duly organized and incorporated in the State of New York with a registered agent located at The Prentice-Hall Corporation System, Inc., 84 State Street, Boston, Massachusetts 02109. Defendant WALGREEN EASTERN at all relevant times was and is doing business as “Walgreen # 03151” at 320 Park Avenue, Worcester, MA 01610 pursuant to a “doing business as” certificate filed with the City of Worcester.
7. Defendant WALGREENS OF MASSACHUSETTS, LLC (“WALGREENS MASSACHUSETTS”) at all relevant times was and is a Massachusetts limited liability company with a registered agent located at 84 State Street, Boston, MA 02109, where its records are maintained and its resident agent, Corporation Service Company, is located. According to its Certificate of Organization filed with the Massachusetts Secretary of State, Defendant WALGREENS MASSACHUSETTS was organized in 2012 “to establish, maintain, conduct and operate retail pharmacies, food markets, grocery stores, bakeries and retail stores of every kind, nature and description; to purchase, buy, sell, exchange, grow,

produce, manufacture, process, market, export, import, handle, store distribute and otherwise generally deal in any and all articles of goods, food, food products, household products” on behalf of Walgreens stores in and around Massachusetts.

8. Defendant JAMES CONNOLLY is an individual domiciled at 28 Townsend Street, Worcester, Commonwealth of Massachusetts, and at all relevant times he was the manager of the WALGREEN EASTERN store located at 320 Park Avenue, Worcester, MA, where the product at issue was sold.
9. Defendant JANE DOE is the unidentified employee of the WALGREEN EASTERN store located at 320 Park Avenue, Worcester, MA, who personally participated in the sale of the 2023 “One Chip Challenge” chips at issue in this case. She is believed to be an individual domiciled in the Commonwealth of Massachusetts.

JURISDICTION AND VENUE

10. Jurisdiction is proper pursuant to Mass. G.L. c. 223A, § 3 where the Defendant entities conducted business in the Commonwealth of Massachusetts, they supplied the product in the Commonwealth of Massachusetts, and each of the Defendants, including the individuals, caused tortious injury and death in the Commonwealth of Massachusetts.
11. Venue is proper in Suffolk County pursuant to Mass. G. L. c. 223, § 8 because WALGREENS MASSACHUSETTS is located in, conducts business in, and maintains its records in Suffolk County, and its resident agent is in in Suffolk County.

FACTS COMMON TO ALL COUNTS

12. On September 1, 2023, HARRIS WOLOBAH was a 14-year-old young man who lived with his family, including his mother, Plaintiff LOIS LAMA WOLOBAH and his father, AMOS WOLOBAH, in Worcester, Massachusetts.
13. On September 1, 2023, HARRIS WOLOBAH left his home and traveled to his local high school.
14. On or about August 31, 2023, a minor child and friend of HARRIS WOLOBAH'S purchased one or more tortilla chips known as the 2023 "One Chip Challenge" at the Walgreens store located at 320 Park Avenue, Worcester, MA.
15. HERSHEY and its subsidiaries, PAQUI and AMPLIFY, were engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
16. Defendant WALGREENS MASSACHUSETTS and its subsidiary, agent and/or affiliate, WALGREEN EASTERN, were engaged in the inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
17. Defendant WALGREEN EASTERN operated the store located at 320 Park Avenue, Worcester, MA.
18. WALGREEN EASTERN, by and through its agents, servants and/or employees, displayed the 2023 "One Chip Challenge" chips in such a way that it was freely accessible to children. It was not secured behind the checkout counter or kept in any locked containers or shelves. Minor children were able to observe the 2023 "One Chip Challenge" chips, reach them, and carry them to the checkout counter of the Walgreens store without the need for any intervention from any staff at the Walgreens store.

19. Minor children were able to purchase the 2023 “One Chip Challenge” chips at the Walgreens store located at 320 Park Avenue, Worcester, MA.
20. Defendant JAMES CONNOLLY was the manager of the Walgreens store located at 320 Park Avenue, Worcester, MA and was responsible for displaying the 2023 “One Chip Challenge” chips in such a way that they were accessible to minor children, and he was responsible for that Walgreens store’s failure to ensure that the 2023 “One Chip Challenge” chips were not purchased by minor children.
21. Defendant JANE DOE was a clerk at the Walgreens at 320 Park Avenue, Worcester, and she improperly sold the packaged 2023 “One Chip Challenge” chips to a minor child on the date in question.
22. When the minor child purchased the packaged 2023 “One Chip Challenge” chips on the day in question, he was never asked to present identification or prove his age in any way by any staff at the Walgreens store, including Defendants JAMES CONNOLLY and JANE DOE.
23. The minor child brought the 2023 “One Chip Challenge” chips to HARRIS WOLOBAH’s school on September 1, 2023.
24. That morning, HARRIS WOLOBAH and several other students each consumed an unknown quantity of the 2023 “One Chip Challenge” chips.
25. Several videos were taken of the minors consuming various portions of the 2023 “One Chip Challenge” chips.
26. After consuming the 2023 “One Chip Challenge” chip, HARRIS WOLOBAH approached a teacher, stated that he was not feeling well, and asked to go to the nurse’s office.

27. HARRIS WOLOBAH then lost consciousness as the teacher was writing a pass for him to go to the nurse's office. When he regained consciousness, he complained of severe pain in his stomach, and it appeared that he was confused.
28. HARRIS WOLOBAH was transported to the nurse's office by wheelchair.
29. HARRIS WOLOBAH was asked if he had ingested any narcotics or alcohol, and he replied, "No it was the chip."
30. The school notified LOIS LAMA WOLOBAH that her son was ill.
31. LOIS LAMA WOLOBAH and AMOS WOLOBAH traveled to the school.
32. After speaking with the school nurse and HARRIS WOLOBAH'S medical provider, LOIS LAMA WOLOBAH and AMOS WOLOBAH transported their son home.
33. Later that afternoon, HARRIS WOLOBAH fell ill and went into his bedroom.
34. A short time later, he was found to be in distress.
35. LOIS LAMA WOLOBAH was summoned to her son's bedroom where HARRIS WOLOBAH's breathing was abnormal.
36. LOIS LAMA WOLOBAH called 911.
37. HARRIS WOLOBAH lost consciousness and stopped breathing. EMTs transported HARRIS WOLOBAH to the hospital.
38. Doctors were unable to revive HARRIS WOLOBAH and he was declared dead at the hospital.
39. On or about March 7, 2024, the Office of the Chief Medical Examiner for the Commonwealth of Massachusetts issued HARRIS WOLOBAH's Death Certificate, wherein it was concluded that the cause of death was "cardiopulmonary arrest in the setting of recent ingestion of food substance with high capsaicin concentration in a person with cardiomegaly and myocardial bridging of the left anterior descending coronary artery."

40. At all relevant times, each of the Defendant entities named herein was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip consumed by HARRIS WOLOBAH on September 1, 2023.
41. The 2023 “One Chip Challenge” chip contains Carolina Reaper Pepper and Naga Viper Pepper, as well as other ingredients.
42. The Carolina Reaper Pepper and the Naga Viper are two of the hottest peppers in the world.
43. The Scoville scale is a tool for measuring the spiciness of hot peppers, which measures the amount of capsaicin (the chemical compound that causes spicy heat) in a pepper and assigns it a number rating in Scoville Heat Units.
44. The Carolina Reaper Pepper contains up to 2.2 million Scoville Heat Units.¹
45. The Naga Viper Pepper contains up to 1.4 million Scoville Heat Units.²
46. For perspective, the Scoville rating of the Jalapeno Pepper is approximately 2,500 to 10,000 Heat Units.
47. Capsaicin is a component used in pepper spray and bear spray and is described as being more irritating than mace.³
48. Capsaicin can cause mouth, throat, stomach and intestinal pain, shortness of breath, chest pain, heart palpitations, nausea, vomiting, heart attacks and/or strokes.⁴
49. The Defendants knew or should have known of the dangers associated with the 2023 “One Chip Challenge” chip because its label stated: “Keep out of the reach of children.”

¹ National Capital Poison Center, [Is the One Chip Challenge dangerous? See https://www.poisson.org/articles/is-the-one-chip-challenge-dangerous](https://www.poisson.org/articles/is-the-one-chip-challenge-dangerous), last accessed July 6, 2024.

² Id.

³ Id.

⁴ Id.

50. The Defendants knew or should have known of the dangers associated with the 2023 “One Chip Challenge” chip because its label stated: “Intended for adult consumption.”
51. The Defendants knew or should have known of the dangers associated with the 2023 “One Chip Challenge” chip because its label stated: “Do not eat if you are sensitive to spicy foods, allergic to peppers, night shades or capsaicin, or are pregnant or have any medical conditions.”
52. The Defendants knew or should have known of the dangers associated with the 2023 “One Chip Challenge” chip because its label stated: “After touching the chip, wash your hands with soap and do not touch your eyes or other sensitive areas.”
53. The Defendants knew or should have known of the dangers associated with the 2023 “One Chip Challenge” chip because its label stated: “Seek medical assistance should you experience difficulty breathing, fainting or extended nausea.”
54. As seen below, the 2023 “One Chip Challenge” chip is packaged inside of a small box that resembles a coffin.
55. The front side of the box depicts a cartoonish skull and fanged snake.
56. The interior of the box depicts a cartoonish “Grim Reaper” figure.
57. The interior of the box states: “Face the Reaper” and “Any Last Words?”



58. The Defendants did not restrict the distribution or purchase of the 2023 “One Chip Challenge” chip in any way, or otherwise take any action to prevent minors from purchasing and/or accessing the 2023 “One Chip Challenge” chip.
59. The Defendants promoted the use of the 2023 “One Chip Challenge” chip to risk-seeking youth by promoting a “One Chip Challenge” on TikTok and/or other social media sites, creating a “viral” social media trend whereby consumers of the chip are filmed during and after eating the chip.
60. The so-called “One Chip Challenge” dares consumers to test their capacity to hold off on consuming any beverage or food after consumption of the chip in an effort to mitigate the body’s natural response to eating a hot pepper chip.
61. At all relevant times, the Defendants were aware that minors purchased and/or obtained the 2023 “One Chip Challenge” chip.
62. At all relevant times, the Defendants were aware that minors consumed the 2023 “One Chip Challenge” chip and participated in the viral social media trend known as the “One Chip Challenge.”
63. At all relevant times, the Defendants were aware that consumers frequently ate the 2023 “One Chip Challenge” chip without ever having seen or read any of the descriptions contained on and within the chip’s packaging.
64. At all relevant times, the Defendants were aware that consumers would frequently purchase one package of the 2023 “One Chip Challenge” chip, remove it from the packaging, and share pieces of the 2023 “One Chip Challenge” chip among several people.
65. At all relevant times, the Defendants were aware that consumption of the 2023 “One Chip Challenge” chip posed a health risk to the general public.

66. One minor was sent to the hospital in Tyler, Texas after consuming a “One Chip Challenge” chip in 2021.⁵
67. Approximately 30 minors (including elementary and middle school students) in Albuquerque, New Mexico became ill after consuming a “One Chip Challenge” chip in 2022.⁶
68. Three minors were hospitalized in Lodi, California after consuming a “One Chip Challenge” chip in 2022.⁷
69. Three minors were sent to the hospital in Tyler, Texas after consuming a “One Chip Challenge” chip in 2022.⁸
70. Multiple minors were sent to the hospital in Montgomery, Alabama after consuming a “One Chip Challenge” chip in 2022.⁹
71. Despite knowing of these injuries, the Defendants continued to manufacture and distribute the 2023 “One Chip Challenge” chip.
72. Notwithstanding the aforementioned examples of injuries to consumers who were minors, the Defendants packaged the 2023 “One Chip Challenge” chip in a box designed with cartoons and images that the Defendants knew or should have known would appeal to an audience of children, adolescents, and teenagers.

⁵ See https://tylerpaper.com/news/education/tyler-isd-middle-school-student-was-sent-to-the-hospital-after-participating-in-social-media/article_3125422a-9d62-11eb-b11c-1f150c357220.html, last accessed July 6, 2024.

⁶ See <https://www.kob.com/new-mexico/tiktoks-one-chip-challenge-trend-sends-children-home-sick/>, last accessed July 6, 2024.

⁷ See <https://www.kcra.com/article/3-lodi-students-hospitalized-one-chip-challenge/38819308>, last accessed July 6, 2024.

⁸ See https://tylerpaper.com/news/local/three-tyler-isd-middle-school-students-taken-to-hospital-after-trying-one-chip-challenge/article_b4ce9344-33a5-11ed-a5db-1b1c6a796c86.html, last accessed July 6, 2024.

⁹ See <https://www.waka.com/2022/09/12/several-mps-students-hospitalized-after-participating-in-the-one-chip-challenge/>, last accessed July 6, 2024.

73. Notwithstanding the aforementioned examples of injuries to consumers, the Defendants continued to manufacture, market and advertise the 2023 “One Chip Challenge” chip, with full knowledge that children, adolescents, and teenagers were participating in the 2023 “One Chip Challenge” dare on social media platforms, and they encouraged them to do so.
74. The Defendants directly, intentionally, purposefully, and willfully targeted children, adolescents, teenagers in their marketing and advertising for the 2023 “One Chip Challenge.”
75. The Defendants’ conduct was not simply negligent, but was grossly negligent and/or reckless, because the Defendants knew about and ignored a grave risk of serious injury or death.
76. As a direct and proximate result of consuming the 2023 “One Chip Challenge” chip, HARRIS WOLOBAH suffered consciously and died.
77. As a further direct and proximate result of the negligence, gross negligence, and recklessness of the Defendants, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF HARRIS WOLOBAH, AGAINST PAQUI**

**COUNT I
NEGLIGENCE**

78. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
79. At all times relevant herein, PAQUI was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
80. At all times relevant herein, PAQUI had a duty to exercise reasonable care in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 “One Chip Challenge” chip.
81. PAQUI breached that duty when it placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
82. As a direct and proximate result of the negligence of PAQUI, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.
83. As a further direct and proximate result of the negligence of PAQUI, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
84. The death of HARRIS WOLOBAH was caused by the negligence of PAQUI and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against PAQUI for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT II
NEGLIGENT FAILURE TO WARN

85. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
86. At all times relevant herein, PAQUI was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
87. At all times relevant herein, PAQUI had a duty to warn and/or instruct consumers including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.
88. PAQUI breached its duty when it failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.
89. As a direct and proximate result of the negligence of PAQUI, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge" chip.
90. As a further direct and proximate result of the negligence of PAQUI, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

91. The death of HARRIS WOLOBAH was caused by the negligence of PAQUI and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against PAQUI for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT III
MALICIOUSNESS, WILLFULNESS, WANTONNESS,
RECKLESSNESS AND/OR GROSS NEGLIGENCE

92. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

93. At all times relevant herein, PAQUI was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.

94. At all relevant times herein, PAQUI had a duty to exercise reasonable care in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 "One Chip Challenge" chip.

95. PAQUI breached its duty when it willfully, wantonly, recklessly and/or grossly negligently placed in the channels of trade or commerce the 2023 "One Chip Challenge" chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.

96. PAQUI breached its duty when it willfully, wantonly, recklessly and/or grossly negligently failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.

97. As a direct and proximate result of the PAQUI's conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge"

chip.

98. As a further direct and proximate result of PAQUI's conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

WHEREFORE, Plaintiff demands judgment against PAQUI for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT IV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

99. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

100. At all times relevant herein, PAQUI was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.

101. At all times relevant herein, PAQUI was a seller under M.G.L. c. 106, Article 2 § 2-314 with respect to goods of that kind.

102. PAQUI, in conjunction with AMLIFY AND HERSHEY, manufactured the 2023 "One Chip Challenge" chip that HARRIS WOLOBAH consumed.

103. PAQUI sold the 2023 "One Chip Challenge" chip that HARRIS WOLOBAH consumed.

104. At a times relevant herein, PAQUI was a merchant under M.G.L. c. 106, Article 2 § 2-314, with respect to goods of that kind.

105. At all times relevant herein, PAQUI had a duty to ensure that the 2023 "One Chip Challenge" chip was merchantable.

106. PAQUI breached that duty when it manufactured, sold and placed into the channels of trade or commerce the 2023 “One Chip Challenge” chip because that product was unreasonably dangerous and defective and/or not safe for ordinary and foreseeable uses for which it was sold.
107. HARRIS WOLOBAH used the 2023 “One Chip Challenge” chip as intended or in a manner that was foreseeable to PAQUI.
108. PAQUI violated M.G.L. c. 106, Article 2 § 2-314: Implied Warranty; Merchantability; when it placed the 2023 “One Chip Challenge” chip in the channels of trade or commerce because it was unreasonably dangerous and defective and/or not safe for the ordinary and foreseeable use for which it was sold.
109. As a direct and proximate result of PAQUI’s breach of implied warranty of merchantability, HARRIS WOLOBAH was caused to suffer consciously and die.
110. As a further direct and proximate result of PAQUI’s breach of implied warranty of merchantability, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
111. PAQUI’S breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against PAQUI for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

COUNT V
BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

112. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
113. At all times relevant herein, PAQUI was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
114. At all times relevant herein, PAQUI was a seller under M.G.L. c. 106, Article 2 § 2-315 with respect to goods of that kind.
115. At all times relevant herein, PAQUI knew or should have known that buyers of 2023 “One Chip Challenge” chip wanted the goods for the particular purpose of participating in the “One Chip Challenge” dare.
116. Defendant PAQUI knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of participating in the “One Chip Challenge” dare.
117. Defendant PAQUI knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” selected was fit for the particular purpose of safe food consumption.
118. In consuming the chip, HARRIS WOLOBAH relied upon such warranty.
119. PAQUI breached its warranty to HARRIS WOLOBAH when it designed, manufactured, inspected, tested, marketed, distributed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for the particular purpose of participating in the

“One Chip Challenge” dare.

120. PAQUI breached its warranty to HARRIS WOLOBAH when it designed, manufactured, inspected, tested, marketed, distributed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for safe food consumption.
121. PAQUI violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of participating in the “One Chip Challenge” dare.
122. PAQUI violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of safe food consumption.
123. As a direct and proximate result of PAQUI’s breach of implied warranty of fitness for a particular purpose, HARRIS WOLOBAH was caused to suffer consciously and die.
124. As a further direct and proximate result of PACQUI’s breach of implied warranty of fitness for a particular purpose, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law.
125. PAQUI’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against PAQUI for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF HARRIS WOLOBAH, AGAINST AMPLIFY**

**COUNT VI
NEGLIGENCE**

126. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
127. At all times relevant herein, AMPLIFY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
128. At all times relevant herein, AMPLIFY had a duty to exercise reasonable care in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 “One Chip Challenge” chip.
129. AMPLIFY breached that duty when it placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
130. As a direct and proximate result of the negligence of AMPLIFY, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.
131. As a further direct and proximate result of the negligence of AMPLIFY, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
132. The death of HARRIS WOLOBAH was caused by the negligence of AMPLIFY and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against AMPLIFY for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT VII
NEGLIGENT FAILURE TO WARN

133. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
134. At all times relevant herein, AMPLIFY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
135. At all times relevant herein, AMPLIFY had a duty to warn and/or instruct consumers including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and manufacture of the 2023 "One Chip Challenge" chip.
136. AMPLIFY breached its duty when it failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.
137. As a direct and proximate result of the negligence of AMPLIFY, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge" chip.
138. As a further direct and proximate result of the negligence of AMPLIFY, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
139. The death of HARRIS WOLOBAH was caused by the negligence of AMPLIFY and was not

caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against AMPLIFY for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT VIII
MALICIOUSNESS, WILLFULNESS, WANTONNESS,
RECKLESSNESS AND/OR GROSS NEGLIGENCE

140. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
141. At all times relevant herein, AMPLIFY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
142. At all relevant times herein, AMPLIFY had a duty to exercise reasonable care in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 "One Chip Challenge" chip.
143. AMPLIFY breached its duty when it willfully, wantonly, recklessly and/or grossly negligently placed in the channels of trade or commerce the 2023 "One Chip Challenge" chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
144. AMPLIFY breached its duty when it willfully, wantonly, recklessly and/or grossly negligently failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.
145. As a direct and proximate result of the AMPLIFY's conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge" chip.

146. As a further direct and proximate result of AMPLIFY's conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

WHEREFORE, Plaintiff demands judgment against AMPLIFY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT IX
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

147. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

148. At all times relevant herein, AMPLIFY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.

149. At all times relevant herein, AMPLIFY was a seller under M.G.L. c. 106, Article 2 § 2-314 with respect to goods of that kind.

150. AMPLIFY, in conjunction with PAQUI AND HERSHEY, manufactured the 2023 "One Chip Challenge" chip that HARRIS WOLOBAH consumed.

151. AMPLIFY sold the 2023 "One Chip Challenge" chip that HARRIS WOLOBAH consumed.

152. At a times relevant herein, AMPLIFY was a merchant under M.G.L. c. 106, Article 2 § 2-314, with respect to goods of that kind.

153. At all times relevant herein, AMPLIFY had a duty to ensure that the 2023 "One Chip Challenge" chip was merchantable.

154. AMPLIFY breached that duty when it manufactured, sold and placed into the channels of trade

or commerce the 2023 “One Chip Challenge” chip because that product was unreasonably dangerous and defective and/or not safe for ordinary and foreseeable uses for which it was sold.

155. HARRIS WOLOBAH used the 2023 “One Chip Challenge” chip as intended or in a manner that was foreseeable to AMPLIFY.

156. AMPLIFY violated M.G.L. c. 106, Article 2 § 2-314: Implied Warranty; Merchantability; when it placed the 2023 “One Chip Challenge” chip in the channels of trade or commerce because it was unreasonably dangerous and defective and/or not safe for the ordinary and foreseeable use for which it was sold.

157. As a direct and proximate result of AMPLIFY’s breach of implied warranty of merchantability, HARRIS WOLOBAH was caused to suffer consciously and die.

158. As a further direct and proximate result of AMPLIFY’s breach of implied warranty of merchantability, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

159. AMPLIFY’S breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against AMPLIFY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

COUNT X

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

160. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
161. At all times relevant herein, AMPLIFY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
162. At all times relevant herein, AMPLIFY was a seller under M.G.L. c. 106, Article 2 § 2-315 with respect to goods of that kind.
163. At all times relevant herein, AMPLIFY knew or should have known that buyers of 2023 “One Chip Challenge” chip wanted the goods for the particular purpose of participating in the “One Chip Challenge” dare.
164. Defendant AMPLIFY knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of participating in the “One Chip Challenge” dare.
165. Defendant AMPLIFY knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” selected was fit for the particular purpose of safe food consumption.
166. In consuming the chip, HARRIS WOLOBAH relied upon such warranty.
167. AMPLIFY breached its warranty to HARRIS WOLOBAH when it designed, manufactured, inspected, tested, marketed, distributed and/or placed the 2023 “One Chip Challenge” chip in

the stream of commerce when it was not fit for the particular purpose of participating in the “One Chip Challenge” dare.

168. AMPLIFY breached its warranty to HARRIS WOLOBAH when it designed, manufactured, inspected, tested, marketed, distributed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for safe food consumption.

169. AMPLIFY violated M.G.L. c. 106, Article 2, § 2-315: Implied Warranty; Fitness for a Particular Purpose ; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of participating in the “One Chip Challenge” dare.

170. AMPLIFY violated M.G.L. c. 106, Article 2, § 2-315: Implied Warranty; Fitness for a Particular Purpose ; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of safe food consumption.

171. As a direct and proximate result of AMPLIFY’s breach of implied warranty of fitness for a particular purpose, HARRIS WOLOBAH was caused to suffer consciously and die.

172. As a further direct and proximate result of AMPLIFY’s breach of implied warranty of fitness for a particular purpose, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law.

173. AMPLIFY’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against AMPLIFY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF HARRIS WOLOBAH, AGAINST HERSHEY**

**COUNT XI
NEGLIGENCE**

174. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
175. At all times relevant herein, HERSHEY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
176. At all times relevant herein, HERSHEY had a duty to exercise reasonable care in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 “One Chip Challenge” chip.
177. HERSHEY breached that duty when it placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
178. As a direct and proximate result of the negligence of HERSHEY, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.
179. As a further direct and proximate result of the negligence of HERSHEY, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
180. The death of HARRIS WOLOBAH was caused by the negligence of HERSHEY and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against HERSHEY for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XII
NEGLIGENT FAILURE TO WARN

181. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
182. At all times relevant herein, HERSHEY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
183. At all times relevant herein, HERSHEY had a duty to warn and/or instruct consumers including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and manufacture of the 2023 "One Chip Challenge" chip.
184. HERSHEY breached its duty when it failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.
185. As a direct and proximate result of the negligence of HERSHEY, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge" chip.
186. As a further direct and proximate result of the negligence of HERSHEY, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
187. The death of HARRIS WOLOBAH was caused by the negligence of HERSHEY and was not

caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against HERSHEY for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XIII
MALICIOUSNESS, WILLFULNESS, WANTONNESS,
RECKLESSNESS AND/OR GROSS NEGLIGENCE

188. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
189. At all times relevant herein, HERSHEY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.
190. At all relevant times herein, HERSHEY had a duty to exercise reasonable care in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 "One Chip Challenge" chip.
191. HERSHEY breached its duty when it willfully, wantonly, recklessly and/or grossly negligently placed in the channels of trade or commerce the 2023 "One Chip Challenge" chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
192. HERSHEY breached its duty when it willfully, wantonly, recklessly and/or grossly negligently failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.
193. As a direct and proximate result of the HERSHEY's conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge" chip.

194. As a further direct and proximate result of HERSHEY's conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

WHEREFORE, Plaintiff demands judgment against HERSHEY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XIV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

195. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

196. At all times relevant herein, HERSHEY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 "One Chip Challenge" chip.

197. At all times relevant herein, HERSHEY was a seller under M.G.L. c. 106, Article 2 § 2-314 with respect to goods of that kind.

198. HERSHEY, in conjunction with its subsidiaries, manufactured the 2023 "One Chip Challenge" chip that HARRIS WOLOBAH consumed.

199. HERSHEY sold the 2023 "One Chip Challenge" chip that HARRIS WOLOBAH consumed.

200. At a times relevant herein, HERSHEY was a merchant under M.G.L. c. 106, Article 2 § 2-314, with respect to goods of that kind.

201. At all times relevant herein, HERSHEY had a duty to ensure that the 2023 "One Chip Challenge" chip was merchantable.

202. HERSHEY breached that duty when it manufactured, sold and placed into the channels of

trade or commerce the 2023 “One Chip Challenge” because that product was unreasonably dangerous and defective and/or not safe for ordinary and foreseeable uses for which it was sold.

203. HARRIS WOLOBAH used the 2023 “One Chip Challenge” chip as intended or in a manner that was foreseeable to HERSHEY.

204. HERSHEY violated M.G.L. c. 106, Article 2 § 2-314: Implied Warranty; Merchantability; when it placed the 2023 “One Chip Challenge” chip in the channels of trade or commerce because it was unreasonably dangerous and defective and/or not safe for the ordinary and foreseeable use for which it was sold.

205. As a direct and proximate result of HERSHEY’s breach of implied warranty of merchantability, HARRIS WOLOBAH was caused to suffer consciously and die.

206. As a further direct and proximate result of HERSHEY’s breach of implied warranty of merchantability, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

207. HERSHEY’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against HERSHEY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

COUNT XV
BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

208. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
209. At all times relevant herein, HERSHEY was engaged in the design, manufacture, distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
210. At all times relevant herein, HERSHEY was a seller under M.G.L. c. 106, Article 2 § 2-315 with respect to goods of that kind.
211. At all times relevant herein, HERSHEY knew or should have known that buyers of 2023 “One Chip Challenge” chip wanted the goods for the particular purpose of participating in the “One Chip Challenge” dare.
212. Defendant HERSHEY knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of participating in the “One Chip Challenge” dare.
213. Defendant HERSHEY knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” selected was fit for the particular purpose of safe food consumption.
214. In consuming the chip, HARRIS WOLOBAH relied upon such warranty.
215. HERSHEY breached its warranty to HARRIS WOLOBAH when it designed, manufactured, inspected, tested, marketed, distributed and/or placed the 2023 “One Chip Challenge” chip in

the stream of commerce when it was not fit for the particular purpose of participating in the “One Chip Challenge” dare.

216. HERSHEY breached its warranty to HARRIS WOLOBAH when it designed, manufactured, inspected, tested, marketed, distributed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for safe food consumption.

217. HERSHEY violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of participating in the “One Chip Challenge” dare.

218. HERSHEY violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of safe food consumption.

219. As a direct and proximate result of HERSHEY’s breach of implied warranty of fitness for a particular purpose, HARRIS WOLOBAH was caused to suffer consciously and die.

220. As a further direct and proximate result of HERSHEY’s breach of implied warranty of fitness for a particular purpose, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law.

221. HERSHEY’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against HERSHEY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF HARRIS WOLOBAH, AGAINST WALGREEN EASTERN**

**COUNT XVI
NEGLIGENCE**

222. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
223. At all times relevant herein, WALGREEN EASTERN was engaged in the distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.
224. WALGREEN EASTERN knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.
225. At all times relevant herein, WALGREEN EASTERN had a duty to exercise reasonable care in the distribution, inspection, testing, marketing, and/or sale of its products, including the 2023 “One Chip Challenge” chip.
226. WALGREEN EASTERN breached that duty when it placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
227. As a direct and proximate result of the negligence of WALGREEN EASTERN, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.
228. As a further direct and proximate result of the negligence of WALGREEN EASTERN, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort,

guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

229. The death of HARRIS WOLOBAH was caused by the negligence of WALGREEN EASTERN and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against WALGREEN EASTERN for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XVII
NEGLIGENT FAILURE TO WARN

230. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

231. At all times relevant herein, WALGREEN EASTERN was engaged in the distribution, inspection, testing, marketing and/or sale of the 2023 "One Chip Challenge" chip.

232. WALGREEN EASTERN knew or should have known that the 2023 "One Chip Challenge" labeling indicated that the "One Chip Challenge" chip was to be kept out of the reach of children and was intended for adult consumption.

233. At all times relevant herein, WALGREEN EASTERN had a duty to warn and/or instruct consumers including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and manufacture of the 2023 "One Chip Challenge" chip.

234. WALGREEN EASTERN breached its duty when it failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.

235. As a direct and proximate result of the negligence of WALGREEN EASTERN, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One

Chip Challenge” chip.

236. As a further direct and proximate result of the negligence of WALGREEN EASTERN, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

237. The death of HARRIS WOLOBAH was caused by the negligence of WALGREEN EASTERN and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against WALGREEN EASTERN for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

COUNT XVIII
MALICIOUSNESS, WILLFULNESS, WANTONNESS, RECKLESSNESS
AND/OR GROSS NEGLIGENCE

238. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

239. At all times relevant herein, WALGREEN EASTERN was engaged in the distribution, inspection, testing, marketing, and/or sale of the 2023 “One Chip Challenge” chip.

240. WALGREEN EASTERN knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.

241. At all relevant times herein, WALGREEN EASTERN had a duty to exercise reasonable care in the distribution, inspection, testing, marketing and/or sale of its products, including the 2023 “One Chip Challenge” chip.

242. WALGREEN EASTERN breached its duty when it willfully, wantonly, recklessly and/or grossly negligently placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
243. WALGREEN EASTERN breached its duty when it willfully, wantonly, recklessly and/or grossly negligently failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 “One Chip Challenge” chip.
244. As a direct and proximate result of the WALGREEN EASTERN’s conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.
245. As a further direct and proximate result of WALGREEN EASTERN’s conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

WHEREFORE, Plaintiff demands judgment against Defendant WALGREEN EASTERN in an amount to be determined by the Court to be fair and just, including punitive damages as deemed to be appropriate, interest, costs, and all other damages recognized at law, including attorney’s fees as they may apply.

COUNT XIX
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

246. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

247. At all times relevant herein, WALGREEN EASTERN was engaged in the distribution, inspection, testing, marketing and/or sale of the 2023 “One Chip Challenge” chip.
248. WALGREEN EASTERN knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.
249. At all times relevant herein, WALGREEN EASTERN was a seller under M.G.L. c. 106, Article 2 § 2-314 with respect to goods of that kind.
250. WALGREEN EASTERN sold the 2023 “One Chip Challenge” chip that HARRIS WOLOBAH consumed on September 1, 2023.
251. At a times relevant herein, WALGREEN EASTERN was a merchant under M.G.L. c. 106, Article 2 § 2-314, with respect to goods of that kind.
252. At all times relevant herein, WALGREEN EASTERN had a duty to ensure that the 2023 “One Chip Challenge” chip was merchantable.
253. WALGREEN EASTERN breached that duty when it sold and placed into the channels of trade or commerce the 2023 “One Chip Challenge” chip because that product was unreasonably dangerous and defective and/or not safe for ordinary and foreseeable uses for which it was sold.
254. HARRIS WOLOBAH used the 2023 “One Chip Challenge” chip as intended or in a manner that was foreseeable to WALGREEN EASTERN.
255. WALGREEN EASTERN violated M.G.L. c. 106, Article 2 § 2-314: Implied Warranty; Merchantability; when it placed the 2023 “One Chip Challenge” chip in the channels of trade or commerce because it was unreasonably dangerous and defective and/or not safe for the ordinary and foreseeable use for which it was sold.

256. As a direct and proximate result of WALGREEN EASTERN's breach of implied warranty of merchantability, HARRIS WOLOBAH was caused to suffer consciously and die.
257. As a further direct and proximate result of WALGREEN EASTERN's breach of implied warranty of merchantability, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
258. WALGREEN EASTERN's breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against WALGREEN EASTERN for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XIX
BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

259. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
260. At all times relevant herein, WALGREEN EASTERN was engaged in the distribution, inspection, testing, marketing and/or sale of the 2023 "One Chip Challenge" chip.
261. WALGREEN EASTERN knew or should have known that the 2023 "One Chip Challenge" labeling indicated that the "One Chip Challenge" chip was to be kept out of the reach of children and was intended for adult consumption.
262. At all times relevant herein, WALGREEN EASTERN was a seller under M.G.L. c. 106, Article 2 § 2-315 with respect to goods of that kind.

263. At all times relevant herein, WALGREEN EASTERN knew or should have known that buyers of 2023 “One Chip Challenge” chip wanted the goods for the particular purpose of participating in the “One Chip Challenge” dare.
264. Defendant WALGREEN EASTERN knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of participating in the “One Chip Challenge” dare.
265. Defendant WALGREEN EASTERN knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of safe food consumption.
266. In consuming the chip, HARRIS WOLOBAH relied upon such warranty.
267. WALGREEN EASTERN breached its warranty to HARRIS WOLOBAH when it distributed, inspected, tested, marketed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for the particular purpose of participating in the “One Chip Challenge” dare.
268. WALGREEN EASTERN breached its warranty to HARRIS WOLOBAH when it distributed, inspected, tested, marketed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for safe food consumption.
269. WALGREEN EASTERN violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip

was fit for the particular purpose of participating in the “One Chip Challenge” dare.

270. WALGREEN EASTERN violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of safe food consumption.

271. As a direct and proximate result of WALGREEN EASTERN’s breach of implied warranty of fitness for a particular purpose, HARRIS WOLOBAH was caused to suffer consciously and die.

272. As a further direct and proximate result of WALGREEN EASTERN’s breach of implied warranty of fitness for a particular purpose, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law.

273. WALGREEN EASTERN’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against WALGREEN EASTERN for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE OF THE
ESTATE OF HARRIS WOLOBAH, AGAINST WALGREENS MASSACHUSETTS**

**COUNT XXI
NEGLIGENCE**

274. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
275. At all times relevant herein, WALGREENS MASSACHUSETTS was engaged in distribution, inspection, testing, marketing and/or sale of the 2023 “One Chip Challenge” chip.
276. WALGREENS MASSACHUSETTS knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.
277. At all times relevant herein, WALGREENS MASSACHUSETTS had a duty to exercise reasonable care in the distribution, inspection, testing, marketing and/or sale of its products, including the 2023 “One Chip Challenge” chip.
278. WALGREENS MASSACHUSETTS breached that duty when it placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.
279. As a direct and proximate result of the negligence of WALGREENS MASSACHUSETTS, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.
280. As a further direct and proximate result of the negligence of WALGREENS MASSACHUSETTS, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance,

society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

281. The death of HARRIS WOLOBAH was caused by the negligence of WALGREENS MASSACHUSETTS and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against WALGREENS MASSACHUSETTS for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XXII
NEGLIGENT FAILURE TO WARN

282. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

283. At all times relevant herein, WALGREENS MASSACHUSETTS was engaged in distribution, inspection, testing, marketing and/or sale of the 2023 "One Chip Challenge" chip.

284. WALGREENS MASSACHUSETTS knew or should have known that the 2023 "One Chip Challenge" labeling indicated that the "One Chip Challenge" chip was to be kept out of the reach of children and was intended for adult consumption.

285. At all times relevant herein, WALGREENS MASSACHUSETTS had a duty to warn and/or instruct consumers including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and manufacture of the 2023 "One Chip Challenge" chip.

286. WALGREENS MASSACHUSETTS breached its duty when it failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 "One Chip Challenge" chip.

287. As a direct and proximate result of the negligence of WALGREENS MASSACHUSETTS, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 "One Chip Challenge" chip.

288. As a further direct and proximate result of the negligence of WALGREENS MASSACHUSETTS, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

289. The death of HARRIS WOLOBAH was caused by the negligence of WALGREENS MASSACHUSETTS and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against WALGREENS MASSACHUSETTS for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XXIII
MALICIOUSNESS, WILLFULNESS, WANTONNESS,
RECKLESSNESS AND/OR GROSS NEGLIGENCE

290. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

291. At all times relevant herein, WALGREENS MASSACHUSETTS was engaged in distribution, inspection, testing, marketing and/or sale of the 2023 "One Chip Challenge" chip.

292. WALGREENS MASSACHUSETTS knew or should have known that the 2023 "One Chip Challenge" labeling indicated that the "One Chip Challenge" chip was to be kept out of the reach of children and was intended for adult consumption.

293. At all relevant times herein, WALGREENS MASSACHUSETTS had a duty to exercise reasonable care in the distribution, inspection, testing, marketing and/or sale of its products, including the 2023 “One Chip Challenge” chip.

294. WALGREENS MASSACHUSETTS breached its duty when it willfully, wantonly, recklessly and/or grossly negligently placed in the channels of trade or commerce the 2023 “One Chip Challenge” chip, a product which it knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended use and purpose.

295. WALGREENS MASSACHUSETTS breached its duty when it willfully, wantonly, recklessly and/or grossly negligently failed to warn and/or instruct consumers, including HARRIS WOLOBAH, of the unreasonably dangerous and defective design and/or manufacture of the 2023 “One Chip Challenge” chip.

296. As a direct and proximate result of the WALGREENS MASSACHUSETTS’s conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the 2023 “One Chip Challenge” chip.

297. As a further direct and proximate result of WALGREENS MASSACHUSETTS’s conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

WHEREFORE, Plaintiff demands judgment against WALGREENS MASSACHUSETTS for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

COUNT XXIV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

298. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
299. At all times relevant herein, WALGREENS MASSACHUSETTS was engaged in the distribution, inspection, testing, marketing and/or sale of the 2023 “One Chip Challenge” chip.
300. WALGREENS MASSACHUSETTS knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.
301. At all times relevant herein, WALGREENS MASSACHUSETTS was a seller under M.G.L. c. 106, Article 2 § 2-314 with respect to goods of that kind.
302. WALGREENS MASSACHUSETTS sold the 2023 “One Chip Challenge” chip that HARRIS WOLOBAH consumed.
303. At a times relevant herein, WALGREENS MASSACHUSETTS was a merchant under M.G.L. c. 106, Article 2 § 2-314, with respect to goods of that kind.
304. At all times relevant herein, WALGREENS MASSACHUSETTS had a duty to ensure that the 2023 “One Chip Challenge” chip was merchantable.
305. WALGREENS MASSACHUSETTS breached that duty when it sold and placed into the channels of trade or commerce the 2023 “One Chip Challenge” chip because that product was unreasonably dangerous and defective and/or not safe for ordinary and foreseeable uses for which it was sold.
306. HARRIS WOLOBAH used the 2023 “One Chip Challenge” chip as intended or in a manner that was foreseeable to WALGREENS MASSACHUSETTS.
307. WALGREENS MASSACHUSETTS violated M.G.L. c. 106, Article 2 § 2-314: Implied

Warranty; Merchantability; when it placed the 2023 “One Chip Challenge” chip in the channels of trade or commerce because it was unreasonably dangerous and defective and/or not safe for the ordinary and foreseeable use for which it was sold.

308. As a direct and proximate result of WALGREENS MASSACHUSETTS’s breach of implied warranty of merchantability, HARRIS WOLOBAH was caused to suffer consciously and die.
309. As a further direct and proximate result of WALGREENS MASSACHUSETTS’s breach of implied warranty of merchantability, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.
310. WALGREENS MASSACHUSETTS’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against WALGREENS MASSACHUSETTS for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

COUNT XXIV
BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

311. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
312. At all times relevant herein, WALGREENS MASSACHUSETTS was engaged in the distribution, inspection, testing, marketing and/or sale of the 2023 “One Chip Challenge” chip.
313. WALGREENS MASSACHUSETTS knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the

reach of children and was intended for adult consumption.

314. At all times relevant herein, WALGREENS MASSACHUSETTS was a seller under M.G.L. c. 106, Article 2 § 2-315 with respect to goods of that kind.

315. At all times relevant herein, WALGREENS MASSACHUSETTS knew or should have known that buyers of 2023 “One Chip Challenge” chip wanted the goods for the particular purpose of participating in the “One Chip Challenge” dare.

316. Defendant WALGREENS MASSACHUSETTS knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of participating in the “One Chip Challenge” dare.

317. Defendant WALGREENS MASSACHUSETTS knew or should have known that in placing the 2023 “One Chip Challenge” chip in the stream of commerce, it impliedly warranted to its customers and to foreseeable participants in the “One Chip Challenge,” including HARRIS WOLOBAH, that the 2023 “One Chip Challenge” chip selected was fit for the particular purpose of safe food consumption.

318. In consuming the chip, HARRIS WOLOBAH relied upon such warranty.

319. WALGREENS MASSACHUSETTS breached its warranty to HARRIS WOLOBAH when it distributed, inspected, tested, marketed and/or placed the 2023 “One Chip Challenge” chip in the stream of commerce when it was not fit for the particular purpose of participating in the “One Chip Challenge” dare.

320. WALGREENS MASSACHUSETTS breached its warranty to HARRIS WOLOBAH when it distributed, inspected, tested, marketed and/or placed the 2023 “One Chip Challenge” chip in

the stream of commerce when it was not fit for safe food consumption.

321. WALGREENS MASSACHUSETTS violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of participating in the “One Chip Challenge” dare.

322. WALGREENS MASSACHUSETTS violated M.G.L. c. 106, Article 2 § 2-315: Implied Warranty; Fitness for a Particular Purpose; when it impliedly warranted that the 2023 “One Chip Challenge” chip was fit for the particular purpose of safe food consumption.

323. As a direct and proximate result of WALGREENS MASSACHUSETTS’s breach of implied warranty of fitness for a particular purpose, HARRIS WOLOBAH was caused to suffer consciously and die.

324. As a further direct and proximate result of WALGREENS MASSACHUSETTS’s breach of implied warranty of fitness for a particular purpose, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law.

325. WALGREENS MASSACHUSETTS’s breach of warranty was willful, wanton, reckless and/or grossly negligent and as such gives rise not only to compensatory damages but to punitive damages as well.

WHEREFORE, Plaintiff demands judgment against WALGREEN MASSACHUSETTS for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney’s fees and any and all other damages recognized under the law.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF HARRIS WOLOBAH AGAINST JAMES CONNOLLY**

**COUNT XXVI
NEGLIGENCE**

326. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
327. At all times relevant herein, JAMES CONNOLLY was engaged in the distribution, inspection, testing, marketing and/or sale of the “One Chip Challenge” chip.
328. JAMES CONNOLLY knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.
329. At all times relevant herein, JAMES CONNOLLY had a duty to exercise reasonable care in the distribution, inspection, testing, marketing and/or sale of the “One Chip Challenge” chip.
330. JAMES CONNOLLY breached this duty when he permitted minor children to access and purchase the “One Chip Challenge” chip, a product which he knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for minor children to use.
331. JAMES CONNOLLY breached this duty when he permitted his store to sell the “One Chip Challenge” chip, a product which he knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended and foreseeable uses.
332. As a direct and proximate result of the negligence of JAMES CONNOLLY, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the “One Chip Challenge” chip.
333. As a further direct and proximate result of the negligence of JAMES CONNOLLY, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the

reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

334. The actions of JAMES CONNOLLY alleged herein were all taken within the scope of his employment by WALGREEN EASTERN, d/b/a "Walgreen # 03151" at 320 Park Avenue, Worcester, MA, and WALGREEN MASSACHUSETTS, the instate corporate defendant.

335. The death of HARRIS WOLOBAH was caused by the negligence of JAMES CONNOLLY and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against JAMES CONNOLLY for the aforementioned injuries, damages and death, including punitive damages, costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XXVII
MALICIOUSNESS, WILLFULNESS, WANTONNESS,
RECKLESSNESS AND/OR GROSS NEGLIGENCE

336. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

337. At all times relevant herein, JAMES CONNOLLY was engaged in the distribution, inspection, testing, marketing and/or sale of the "One Chip Challenge" chip.

338. JAMES CONNOLLY knew or should have known that the 2023 "One Chip Challenge" labeling indicated that the "One Chip Challenge" chip was to be kept out of the reach of children and was intended for adult consumption.

339. At all relevant times herein, JAMES CONNOLLY had a duty to exercise reasonable care in the distribution, inspection, testing, marketing and/or sale of the "One Chip Challenge" chip at the Walgreens store that he managed, located at 320 Park Avenue, Worcester, MA.

340. JAMES CONNOLLY breached his duty when he willfully, wantonly, recklessly and/or grossly negligently permitted minor children to access and purchase the "One Chip Challenge" chip, a product which he knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for minor children to use.

341. JAMES CONNOLLY breached this duty when he willfully, wantonly, recklessly and/or grossly negligently permitted his store to sell the "One Chip Challenge" chip, a product which he knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended and foreseeable uses.

342. As a direct and proximate result of JAMES CONNOLLY'S conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the "One Chip Challenge" chip.

343. As a further direct and proximate result of JAMES CONNOLLY'S conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

344. The actions of JAMES CONNOLLY alleged herein were all taken within the scope of his employment by WALGREEN EASTERN, d/b/a "Walgreen # 03151" at 320 Park Avenue, Worcester, MA, and WALGREEN MASSACHUSETTS, the instate corporate defendant.

WHEREFORE, Plaintiff demands judgment against Defendant JAMES CONNOLLY in an amount to be determined by the Court to be fair and just, including punitive damages as deemed to be appropriate, interest, costs, and all other damages recognized at law, including attorney's fees as they may apply.

**CLAIMS OF LOIS LAMA WOLOBAH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF HARRIS WOLOBAH AGAINST JANE DOE**

**COUNT XXVIII
NEGLIGENCE**

345. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.
346. At all times relevant herein, JANE DOE was engaged in the distribution and/or sale of the “One Chip Challenge” chip.
347. JANE DOE knew or should have known that the 2023 “One Chip Challenge” labeling indicated that the “One Chip Challenge” chip was to be kept out of the reach of children and was intended for adult consumption.
348. At all times relevant herein, JANE DOE had a duty to exercise reasonable care in the distribution and/or sale of the “One Chip Challenge” chip.
349. JANE DOE breached her duty when she sold to a minor child the “One Chip Challenge” chip, a product which she knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for minor children to use.
350. JANE DOE breached this duty when she sold the “One Chip Challenge” chip, a product which she knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended and foreseeable uses.
351. As a direct and proximate result of the negligence of JANE DOE, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the “One Chip Challenge” chip.
352. As a further direct and proximate result of the negligence of JANE DOE, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance,

counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

353. The actions of JANE DOE alleged herein were all taken within the scope of her employment by WALGREEN EASTERN, d/b/a "Walgreen #03151" at 320 Park Avenue, Worcester, MA, and WALGREEN MASSACHUSETTS, the instate corporate defendant.

354. The death of HARRIS WOLOBAH was caused by the negligence of JANE DOE and was not caused by any act or failure to act on the part of HARRIS WOLOBAH.

WHEREFORE, Plaintiff demands judgment against JANE DOE for the aforementioned injuries, damages and death, together with costs, interest, reasonable attorney's fees and any and all other damages recognized under the law.

COUNT XXIX
MALICIOUSNESS, WILLFULNESS, WANTONNESS,
RECKLESSNESS AND/OR GROSS NEGLIGENCE

355. Plaintiff repeats and incorporates by reference to all prior paragraphs and allegations previously stated herein.

356. At all times relevant herein, JANE DOE was engaged in the distribution and/or sale of the "One Chip Challenge" chip.

357. JANE DOE knew or should have known that the 2023 "One Chip Challenge" labeling indicated that the "One Chip Challenge" chip was to be kept out of the reach of children and was intended for adult consumption.

358. At all relevant times herein, JANE DOE had a duty to exercise reasonable care in the distribution and/or sale of the "One Chip Challenge" chip.

359. JANE DOE breached her duty when she willfully, wantonly, recklessly and/or grossly negligently sold to a minor child the "One Chip Challenge" chip, a product which she knew or

reasonably should have known was unreasonably dangerous and defective and/or not safe for minor children to use.

360. JANE DOE breached this duty when she willfully, wantonly, recklessly and/or grossly negligently sold the "One Chip Challenge" chip, a product which she knew or reasonably should have known was unreasonably dangerous and defective and/or not safe for its intended and foreseeable uses.

361. As a direct and proximate result of JANE DOE'S conduct, as described above, HARRIS WOLOBAH suffered consciously and died after consuming the "One Chip Challenge" chip.

362. As a further direct and proximate result of JANE DOE'S conduct, the next of kin of HARRIS WOLOBAH suffered the loss of the decedent, including the loss of the reasonably expected services, protections, care, assistance, society, companionship, comfort, guidance, counsel, advice, and all other damages recognized under law, including reasonable medical, funeral, and burial expenses incurred.

363. The actions of JANE DOE alleged herein were all taken within the scope of her employment by WALGREEN EASTERN, d/b/a "Walgreen # 03151" at 320 Park Avenue, Worcester, MA, and WALGREEN MASSACHUSETTS, the instate corporate defendant.

WHEREFORE, Plaintiff demands judgment against Defendant JANE DOE in an amount to be determined by the Court to be fair and just, including punitive damages as deemed to be appropriate, interest, costs, and all other damages recognized at law, including attorney's fees as they may apply.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL CLAIMS HEREIN.

Respectfully Submitted,

The Plaintiff,
By Her Attorneys,

/s/ Douglas K. Sheff

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