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11 **Attorneys for Plaintiffs**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN DIEGO**

14 NUBIA MUNGUIA AND DANIEL MEZA

15 Plaintiffs,

16 vs.

17 ALADDIN CLAIREMONT & MARKET,
18 INC. dba ALADDIN CAFÉ, A California
19 Corporation, and DOES 1 through 50,
inclusive,

20 Defendants.
21

Case No.

**PLAINTIFFS' COMPLAINT FOR
DAMAGES**

1. **Strict Products Liability**
2. **Negligence, including Negligence Per Se**
3. **Breach of Implied Warranties**

DEMAND FOR JURY TRIAL

22
23 Plaintiffs NUBIA MUNGUIA and DANIEL MESA, by and through their attorneys of record
24 **Ron Simon & Associates and Gomez Trial Attorneys**, hereby allege as follows:
25

26 **PARTIES**

- 27 1. Plaintiff Nubia Munguia is an adult and resident of San Diego, California.
- 28 2. Plaintiff Daniel Mesa is an adult and resident of Chula Vista, California.

1 3. Defendant Aladdin Clairemont & Market, Inc. dba Aladdin Café (hereinafter
2 “Aladdin”) is a California corporation with its principal place of business located at 5420 Clairemont
3 Mesa Blvd, San Diego, CA 92117.

4 4. Plaintiffs do not know the true names and capacities, whether corporate or otherwise, of
5 those Defendants sued herein as DOES 1 through 50, inclusive, and Plaintiffs pray for leave when the
6 true names of said Defendants are ascertained, Plaintiffs may amend this complaint to insert the same
7 with appropriate allegations. Plaintiffs are informed and believe, upon such information and belief,
8 allege that each of the Defendants designated herein by such fictitious names are responsible in some
9 manner for the events described herein, and caused injuries and damages to Plaintiffs.

10 **JURISDICTION AND VENUE**

11 5. Plaintiffs hereby incorporate paragraphs 1 through 4 above.

12 6. Jurisdiction and venue are proper in San Diego, California because the Defendant
13 Miguel’s conducts regular business activities in San Diego, California. Further, Defendant engages in
14 substantial, continuous, and systematic contacts with the State of California, purposefully directing
15 their activities towards California, including the placement of their goods into the stream of commerce
16 with the intent and expectation that they will likely be repurchased and used by consumers in San
17 California. This litigation arises out of those activities.

18 **GENERAL ALLEGATIONS**

19 7. Plaintiffs hereby incorporate paragraphs 1 through 6 above.

20 **The Aladdin Mediterranean Café Salmonella Outbreak**

21 8. According to the San Diego County Public Health Department, as of May 6, 2025, at
22 least 14 individuals who reported dining at Aladdin Mediterranean Café (“hereinafter “Aladdin”) on
23 April 25 and April 26 have become ill with symptoms of salmonella poisoning. So far, five have been
24 hospitalized.

25 9. County health officials are investigating specific food items that may have been the
26 source of the salmonella at Aladdin.

27 10. Upon notification of the outbreak, Aladdin voluntarily closed to facilitate the
28 investigation by the San Diego County’s Environmental Health and Quality Department and Public

1 Health Services. This closure allowed health officials to conduct thorough inspections, collect food
2 samples, and interview staff members. While the exact source of the contamination has yet to be
3 identified, the restaurant will remain closed until health authorities determine there is no ongoing risk
4 to the public. Notably, Aladdin has accrued as many as seven violations for failure to properly control
5 holding temperatures for its food in recent years.

6 11. Health officials are urging anyone who dined at Aladdin on or about April 25th or 26th,
7 and is experiencing symptoms consistent with salmonellosis, to seek medical attention promptly. Early
8 diagnosis and treatment of salmonella are crucial, especially for vulnerable populations. Additionally,
9 individuals are encouraged to report their illnesses to the County’s Department of Environmental
10 Health to assist in the ongoing investigation.

11 **About Salmonella**

12 12. Salmonella is an enteric bacterium, which means that it lives in the intestinal tracts of
13 humans and other warm-blooded animals, including cattle. Salmonella bacteria are usually transmitted
14 to humans who consume foods contaminated with animal feces. Such foods usually look and smell
15 normal, meaning that a consumer has no warning of contamination.

16 13. After ingestion, salmonella bacteria travel to the lumen of the small intestine, where the
17 bacteria then penetrate the epithelium, multiply, and enter the blood. This infection process – also
18 referred to as the incubation period – typically takes 6 to 72 hours for the onset of symptoms but can
19 take longer than 10 days. As few as 15-20 cells of salmonella bacteria can cause infection.

20 14. The acute symptoms of salmonella gastroenteritis (or salmonellosis) include nausea,
21 vomiting, diarrhea, fever, abdominal cramping and/or stomach pain, dysuria, muscle pain, fatigue, and
22 dehydration.

23 15. If medical treatment is provided to an infected person, it typically involves treatment of
24 the symptoms, such as prescribing anti-nausea or anti-diarrheal medications. Some physicians
25 prescribe antibiotics. More severe cases of salmonellosis may require intravenous fluids for treatment
26 of dehydration, usually administered in an emergency room or urgent-care setting. The elderly, infants,
27 and those with impaired immune systems are more likely to experience a severe illness or death as a
28 result of ingesting *salmonella* bacteria.

1 **Plaintiff Nubia Munguia’s Illness**

2 16. On April 26, 2025, Nubia Mungia and Daniel Meza purchased and consumed food from
3 Aladdin. They consumed lamb and chicken, pita bread, hummus, rice, and Mediterranean ice cream.

4 17. The next day, Nubia became ill with the symptoms of salmonellosis, including nausea,
5 vomiting, diarrhea, headache, fatigue and dehydration. By April 29th, her condition had deteriorated to
6 the point that she was forced to seek medical attention, and she presented to the Scripps Mercy
7 Hospital Chula Vista emergency room where she was immediately admitted to the hospital. She was
8 evaluated by medical professionals, who ordered a stool culture (among other tests). The hospital staff
9 provided ongoing care to Nubi, including ameliorative care, and discharged her two days later on May
10 1, 2025.

11 18. Nubia’s stool culture returned positive for Salmonella. She was contacted and
12 interviewed by the San Diego County Public Health Department, which was investigating the
13 salmonella outbreak of numerous illnesses linked to consumption of food at Aladdin.

14 19. Nubia continues to suffer from her salmonella illness.

15 **Plaintiff Daniel Meza’s Illness**

16 20. On April 26, 2025, Daniel Meza and Nubia Mungia purchased and consumed food from
17 Aladdin. They consumed lamb and chicken, pita bread, hummus, rice, and Mediterranean ice cream.

18 21. Later that same day, Mr. Meza became ill with the symptoms of salmonellosis,
19 including fever, nausea, diarrhea, headache, and dehydration. By April 30th, his condition had
20 deteriorated to the point that he was forced to seek medical attention, and he presented to the Kaiser
21 Permanente Otay Mesa Medical Offices. He was evaluated by the attending physician who ordered a
22 stool culture. The medical staff sent the stool sample for analysis.

23 22. Daniel’s stool culture returned positive for Salmonella. He was contacted and
24 interviewed by the San Diego County Public Health Department, which was investigating the
25 salmonella outbreak of numerous illnesses linked to consumption of food at Aladdin.

26 23. Daniel continues to suffer from his salmonella illness.

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28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Strict Products Liability)**

3 24. Plaintiffs hereby incorporate paragraphs 1 through 23 above.

4 25. At all times, Defendants were in the business of producing, manufacturing, preparing,
5 marketing and serving food (hereinafter “the product”) to the public.

6 26. There was a manufacturing defect in the product when it left Defendants’ possession
7 and control. The product was defective because it contained Salmonella. The presence of Salmonella
8 was a condition of the product that rendered it unreasonably dangerous.

9 27. There was a marketing defect in the product when it left Defendants’ possession and
10 control. The product was defective because it contained Salmonella and Defendants failed to give
11 adequate warnings of the product’s dangers that were known or by the application of reasonably
12 developed human skill and foresight should have been known. Defendants also failed to give adequate
13 warnings and instructions to avoid such dangers. Defendants’ failure to provide such warnings and
14 instructions rendered the product unreasonably dangerous.

15 28. Defendants’ conduct was a direct, proximate, and producing cause of Plaintiffs’
16 injuries and damages set forth below.

17 29. Defendants are therefore strictly liable for manufacturing, preparing, distributing,
18 marketing, and selling a defective and unreasonably dangerous product and introducing it into the
19 stream of commerce.

20 **SECOND CAUSE OF ACTION**

21 **(Negligence, including Negligence Per Se)**

22 30. Plaintiffs hereby incorporate paragraphs 1 through 29 above.

23 31. Defendants owed Plaintiffs a duty of ordinary care in the manufacture, preparation,
24 testing, packaging, marketing, distribution, and selling of the product. Further, Defendants owed
25 Plaintiffs the duty of warning or instructing Plaintiffs of potentially hazardous or life-threatening
26 conditions with respect to the product.

27 32. Defendants breached their duties in one or more of at least the following ways:

- 28 a. negligently preparing, manufacturing, distributing, and marketing the product;

- b. failing to properly test the product before placing it into the stream of commerce;
- c. failing to prevent human and/or animal feces from coming into contact with the product;
- d. failing to adequately monitor the safety and sanitary conditions of its premises;
- e. failing to apply their own policies and procedures to ensure the safety and sanitary conditions of its premises;
- f. failing to adopt and/or follow FDA recommended good manufacturing practices;
- g. failing to take reasonable measures to prevent the transmission of Salmonella and related filth and adulteration from its premises;
- h. failing to properly train and supervise their employees and agents to prevent the transmission of Salmonella and related filth and adulteration from its premises;
- i. failing to warn Plaintiffs and the general public of the dangerous propensities of the product, particularly that it was contaminated with Salmonella, despite knowing or having reason to know of such dangers; and
- j. failing to timely disclose post-sale information concerning the dangers associated with the product.

33. Furthermore, Defendants had a duty to comply with all applicable health regulations, including the FDA’s Good Manufacturing Practices Regulations, 21 C.F.R. part 110, subparts (A)-(G), and all statutory and regulatory provisions that applied to the import, manufacture, distribution, storage, and/or sale of the product or product ingredients, including but not limited to, the Federal Food, Drug, and Cosmetics Act, § 402(a), as codified at 21 U.S.C. § 342(a), which bans the manufacture, sale and distribution of any “adulterated” food, and California’s Sherman Food, Drug, and Cosmetic Act, CA Health & Safety Code § 110545, which imposes an identical ban.

34. Under both federal and applicable state law, food is adulterated if it contains a “poisonous or deleterious substance which may render it injurious to health.”

35. The product was adulterated because it contained Salmonella. Thus, by the import, manufacture, distribution, delivery, storage, sale, and/or offering for sale of the product and/or the

1 product's ingredients, Defendants breached their statutory and regulatory duties.

2 36. Plaintiffs are members of the classes sought to be protected by the regulations and
3 statutes identified above.

4 37. Defendants' conduct was a direct, proximate, and producing cause of Plaintiffs' injuries
5 and damages set forth below.

6 38. All dangers associated with the product were reasonably foreseeable and/or
7 scientifically discoverable by Defendants at the time Defendants placed the product into the stream of
8 commerce.

9 **THIRD CAUSE OF ACTION**

10 **(Breach of Implied Warranties)**

11 39. Plaintiffs hereby incorporate paragraphs 1 through 38 above.

12 40. Defendants are merchants who manufacture, prepare, distribute, and market the product.

13 41. Plaintiffs are consumers.

14 42. Defendants breached the implied warranty of merchantability by impliedly warranting
15 that the product was of merchantable quality and fit for human consumption when it was not due to the
16 presence of Salmonella. Plaintiffs reasonably relied upon Defendants' skill and judgment as to
17 whether the product was of merchantable quality and fit for human consumption.

18 43. Defendants breached the implied warranty of fitness for a particular purpose by holding
19 out unreasonably dangerous product (i.e. product containing Salmonella) to the public as being safe
20 when they knew or had reason to know that the product was not safe, and that the public would
21 consume the product.

22 44. Defendants did not disclaim these implied warranties.

23 45. Defendants' conduct was a direct, proximate, and producing cause of Plaintiffs' injuries
24 and damages set forth below.

25 **DAMAGES**

26 46. Plaintiffs hereby incorporate paragraphs 1 through 45 above.

27 47. Defendants' conduct was a direct, proximate, and producing cause of Plaintiffs' injuries
28 and damages, including but not limited to damages in the past and future for the following: pain and

1 suffering, mental anguish, physical impairment, physical disfigurement, loss of enjoyment of life,
2 medical and pharmaceutical expenses, travel and travel-related expenses, emotional distress, lost
3 wages, lost earning capacity, loss of consortium, punitive and/or exemplary damages and attorneys'
4 fees (to the extent recoverable) and other general, special, ordinary, incidental and consequential
5 damages as would be anticipated to arise under the circumstances.

6 48. WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 7 a. Past and future economic and non-economic damages;
- 8 b. Court costs, attorneys' fees, and expert fees and costs to the extent recoverable;
- 9 c. Pre- and post-judgment interest at the highest rate allowed by law; and
- 10 d. Such other general and special relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs demand a jury trial for all triable claims.

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14 Dated: May 6, 2025

GOMEZ TRIAL ATTORNEYS

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