

**SUPREME COURT OF THE STATE OF
NEW YORK COUNTY OF NEW YORK**

████████████████████

Plaintiff,

-against-

████████████████████
████████████████████
████████████████████
████████████████████

Defendants.

Index No.: _____

SUMMONS

Plaintiff seeks damages in the amount of

████████████████████

██████████ to deter Defendants' wrongful and deceptive conduct, with such recovery intended to support charitable organizations, including children's hospitals and institutions engaged in the treatment of lung, heart, and kidney diseases.

TRIAL BY JURY DEMANDED

To the above-named Defendant:

You are hereby summoned to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff at the address set forth below within twenty (20) days after service of this Summons, exclusive of the day of service, or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York.

In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The basis of venue designated is the county in which the Plaintiff resides and the county in which the events giving rise to this action occurred.

Dated: April 7, 2026
New York, New York



3. This action may also be appropriately maintained as a class action, as the misconduct alleged herein is not an isolated incident. Plaintiff has identified numerous similar complaints against Defendants on publicly available consumer platforms, including the **Better Business Bureau (BBB)** and **Yelp**, reflecting a pattern of recurring grievances arising from the same or substantially similar representations and practices. Upon information and belief, Defendants have engaged in a widespread scheme that targets consumers seeking to improve their appearance and personal confidence, exploiting their emotional vulnerability for financial gain. Such individuals are not seeking treatment for a medical necessity, but rather to enhance their self-esteem, making them particularly susceptible to Defendants' misleading assurances. Through these practices, Defendants have engaged in deceptive conduct and have been unjustly enriched at the expense of numerous consumers.
4. In reliance on these statements, Plaintiff paid **\$12,800** on **January 5, 2025**, and underwent treatment on **January 7, 2025**, in New York. Defendants reinforced these misrepresentations by presenting Plaintiff with projected visual outcomes and assurances regarding the anticipated results within a defined timeframe.
5. Despite the passage of more than one year, Plaintiff has experienced no improvement whatsoever. When confronted, Defendants abandoned their prior guarantees and instead asserted that results may take longer than one year directly contradicting their earlier promises and confirming the deceptive nature of their conduct.
6. Plaintiff's experience is not an isolated incident. Upon investigation, Plaintiff discovered a consistent and troubling pattern of similar complaints by other consumers, including numerous reports on the **Better Business Bureau** and **Yelp** between **2025 and 2026**,

describing the same misleading guarantees, lack of results, and financial harm. These repeated complaints demonstrate that Defendants' conduct is systematic, ongoing, and knowingly directed at the public at large. **SEE EXHIBIT A**

7. Defendants' conduct was not mere negligence or harmless puffery; it was intentional, reckless, and morally culpable, undertaken with conscious disregard for the rights of consumers. Defendants knowingly made guarantees of medical outcomes—falsely representing that hair would regrow—without legitimate or substantiated support, continued to promote such claims despite increasing consumer complaints, and failed to correct or withdraw their deceptive advertising. This conduct demonstrates a high degree of moral turpitude and reflects a deliberate pattern of profit-driven deception.
7. Accordingly, this is precisely the type of case in which punitive damages are warranted under New York law. Defendants' conduct was gross, wanton, and directed at the public generally, justifying the imposition of substantial punitive damages to punish Defendants and to deter similar misconduct in the future.
8. Plaintiff therefore seeks punitive damages in the amount of **\$30,000,000**, to be allocated, completely to charitable organizations, including children's hospitals and cancer treatment institutions related to kidney, lung, and heart diseases, as may be directed by the Court or designated by Plaintiff. This amount is proportionate to the need to deter Defendants' widespread consumer fraud, reflects the number of similarly affected consumers, and is necessary to ensure that such deceptive practices are not treated as a profitable business model.

9. But for Defendants' misrepresentations, Plaintiff would not have purchased the treatment. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered financial loss and other damages.
10. This action seeks to hold Defendants accountable, recover compensatory and punitive damages, obtain restitution, and enjoin Defendants from continuing their deceptive and fraudulent practices.

PARTIES

11. Plaintiff [REDACTED] is an individual residing at [REDACTED]
[REDACTED]
12. Defendant [REDACTED] is a limited liability company engaged in regenerative medicine and wellness services, with its principal place of business in **California** and regularly conducting business in New York, including at [REDACTED]
[REDACTED], **New York.**
13. Upon information and belief, [REDACTED] actively solicits and conducts business in New York and derives substantial revenue from services provided to **New York residents.**
14. Defendant [REDACTED] is a physician, the founder and **Chief Executive Officer** of [REDACTED], and, upon information and belief, was personally involved in and exercised control over the advertising, marketing, promotion, and provision of the services at issue. Upon information and belief, [REDACTED] directed, controlled, and/or approved the representations made to consumers regarding the effectiveness and expected results of the treatments at issue.

15. Upon information and belief, [REDACTED] regularly transacts business in **New York** and directed or controlled the representations described herein.
16. Defendant [REDACTED] is a physician who, upon information and belief, was affiliated with and/or acted on behalf of [REDACTED] in connection with the provision, promotion, and/or administration of the services at issue. Upon information and belief, [REDACTED] participated in or contributed to the representations made to consumers regarding the effectiveness and expected results of the treatment, and conducted business related to such services affecting residents of **New York**.
17. Defendant [REDACTED] is a physician practicing in **New York**, who, upon information and belief, was affiliated with and/or acted on behalf of [REDACTED] [REDACTED] in connection with the provision, promotion, and/or administration of the services at issue. Upon information and belief, [REDACTED] participated in or contributed to representations made to consumers regarding the effectiveness and expected results of the treatment, and conducted business related to such services affecting residents of **New York**.

JURISDICTION AND VENUE

18. This Court has jurisdiction over Defendants pursuant to CPLR §§ 301 and 302 because Defendants transact business in New York and the claims arise from such transactions.
19. Venue is proper in New York County pursuant to CPLR § 503 because Plaintiff resides in this County and a substantial part of the events giving rise to the claims occurred here.

STATEMENT OF FACTS

20. Defendants market and sell a hair restoration treatment known as the “**NEOSTEM Protocol**.”

21. Through their website, online materials, and promotional content, Defendants made specific representations regarding the NEOSTEM Protocol, including that it provides “10 year satisfactory guaranteed results,” produces visible results within approximately six months, delivers long-term or permanent outcomes, and achieves a high rate of patient satisfaction, including claims that 98% of patients are satisfied with the treatment. These representations were presented as reliable and outcome-based assurances to induce consumer reliance.
22. These representations were made in consumer-oriented advertising and were intended to induce members of the public, including Plaintiff, to purchase the treatment.
23. On or about **January 5, 2025**, after reviewing Defendants’ website and marketing materials, Plaintiff relied on these representations and paid approximately **\$12,800** for the treatment.
24. On **January 7, 2025**, Plaintiff underwent the NEOSTEM Protocol at Defendants’ facility.
25. Defendants’ representations included a specific timeframe—approximately six months—for observable results.
26. More than one year and three months have elapsed since Plaintiff underwent the treatment.
27. Plaintiff has experienced no hair growth or improvement whatsoever.
28. When Plaintiff contacted Defendants regarding the lack of results, Defendants stated that results may take longer than one year.
29. This statement directly contradicted Defendants’ prior representations of guaranteed results within approximately six months.
30. Upon information and belief, Defendants lacked a reasonable basis for their claims of guaranteed results and high success rates at the time such statements were made.

31. Numerous other consumers have reported similar experiences, including a lack of results and failure to achieve the advertised outcomes, as reflected in publicly available complaints and reviews on the Better Business Bureau and Yelp, true and correct copies of which are annexed hereto as **Exhibit A**.
32. Defendants' representations were materially misleading and were likely to mislead a reasonable consumer acting under the circumstances.
33. Plaintiff would not have paid for the treatment but for Defendants' misrepresentations.
34. As a result, Plaintiff suffered financial loss in the amount paid for the treatment.

FIRST CAUSE OF ACTION
Violation of New York General Business Law § 349
(Against All Defendants)

35. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs 1 through 34 as if fully set forth herein.
36. Defendants engaged in consumer-oriented conduct by marketing and selling the **NEOSTEM Protocol** to the public, including Plaintiff, through advertisements and promotional materials that contained materially misleading representations. Specifically, Defendants falsely claimed that the **NEOSTEM Protocol** would provide "10-year satisfactory guaranteed results," produce visible results within approximately six months, and achieve a 98% satisfaction rate among patients. These representations were made to induce consumer reliance and lacked a reasonable basis at the time they were made.
37. In reliance on these deceptive representations, Plaintiff purchased the **NEOSTEM Protocol** for **\$12,800** on January 5, 2025, and underwent the treatment on January 7, 2025. Despite the passage of over one year, Plaintiff experienced no improvement or hair growth, contrary to Defendants' guarantees. When confronted, Defendants contradicted their prior

assurances by stating that results may take longer than one year, further evidencing the deceptive nature of their conduct.

38. Defendants' actions were materially misleading, likely to mislead a reasonable consumer, and caused substantial injury to Plaintiff, who suffered financial loss in the amount paid for the treatment. As a result, Plaintiff is entitled to actual damages, statutory damages, treble damages, and reasonable attorney's fees pursuant to **NY CLS Gen Bus § 349**.

SECOND CAUSE OF ACTIONS

Violation of New York General Business Law § 350

(Against All Defendants)

39. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs 1 through 38 as if fully set forth herein.
40. Defendants engaged in false advertising in violation of NY CLS Gen Bus § 350 by disseminating materially false and misleading advertisements to the public regarding the NEOSTEM Protocol treatment. Specifically, Defendants represented through their website, promotional materials, and other consumer-facing advertising that the NEOSTEM Protocol would provide "10-year satisfactory guaranteed results," achieve visible results within approximately six months, and deliver a 98% patient satisfaction rate. These representations were presented as definitive guarantees and were intended to induce consumer reliance.
41. Defendants' advertisements were materially false and misleading because they lacked a reasonable basis at the time they were made and were not substantiated by reliable evidence. Contrary to Defendants' claims, Plaintiff experienced no improvement or hair growth more than one year after undergoing the treatment. When confronted, Defendants

contradicted their prior guarantees by asserting that results may take longer than one year, further evidencing the deceptive nature of their advertising.

42. Plaintiff relied on Defendants' false advertisements in deciding to purchase the NEOSTEM Protocol treatment and paid \$12,800 on January 5, 2025, for the procedure, which was performed on January 7, 2025. Plaintiff would not have purchased the treatment but for Defendants' false and misleading representations.

43. As a direct and proximate result of Defendants' false advertising, Plaintiff suffered actual damages, including financial loss in the amount paid for the treatment.

44. Pursuant to NY CLS Gen Bus § 350, Plaintiff seeks to recover actual damages, statutory damages, treble damages, and reasonable attorney's fees, as permitted by law.

THIRD CAUSE OF ACTION

Common Law Fraud (Against All Defendants)

45. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs 1 through 44 as if fully set forth herein.

46. Through all advertising and promotional materials displayed on their website, including [REDACTED] as well as related online content, Defendants made specific representations regarding the NEOSTEM Protocol, including that it provides "10-year satisfactory guaranteed results," produces visible results within approximately six months, delivers long-term or permanent outcomes, and achieves a high rate of patient satisfaction, including claims that 98% of patients are satisfied with the treatment. These representations were presented as definitive and outcome-based assurances intended to induce consumer reliance.

47. These statements were made and/or authorized by Defendants [REDACTED], who, upon information and belief, controlled, directed, and/or approved the marketing and promotional content at issue.

48. Relying on these representations, Plaintiff paid \$12,800 and underwent the NEOSTEM Protocol treatment on January 7, 2025. Plaintiff reasonably relied on Defendants' assurances and had no reason to doubt their veracity. However, more than one year after the treatment, Plaintiff experienced no visible results, contrary to Defendants' guarantees. Furthermore, Defendants later contradicted their prior representations, effectively admitting that the promised results were not achievable.

49. As a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiff suffered damages, including the loss of \$12,800 and the emotional distress associated with the failure of the treatment to deliver the promised results.

50. Defendants' conduct constitutes common law fraud under New York law, as it satisfies all requisite elements: (1) a material misrepresentation of fact, (2) knowledge of its falsity, (3) intent to induce reliance, (4) justifiable reliance by Plaintiff, and (5) resulting damages (Lapin v. Verner GFRE, Inc. v U.S. Bank, N.A. Katzrin Fin. Group, LLC v Arcapex LLC Lama Holding Co. v. Smith Barney Inc.)

FOURTH CAUSE OF ACTION

Breach of Express Warranty

(Against All Defendants)

51. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs 1 through 50 as if fully set forth herein.

52. Under New York law, an express warranty is created when a seller makes an affirmation of fact, promise, or description of goods that becomes part of the basis of the bargain, ensuring that the goods or services will conform to such affirmations or promises (NY CLS UCC § 2-313[a], [b]) NY CLS UCC § 2-313. It is not necessary for the seller to use formal words such as "warrant" or "guarantee," but the affirmation must go beyond mere opinion or commendation of the goods or services ([NY CLS UCC § 2-313 Petti v. Deridder]) NY CLS UCC § 2-313.
53. In this case, Defendants expressly warranted the efficacy of their NEOSTEM Protocol treatment through specific representations, including but not limited to: (1) a guarantee of results lasting 10 years, (2) visible results within six months of treatment, and (3) a 98% satisfaction rate among customers. These representations were made to induce Plaintiff to purchase the treatment and formed the basis of the bargain between the parties.
54. Relying on these express warranties, Plaintiff paid \$12,800 and underwent the NEOSTEM Protocol treatment on January 7, 2025. However, contrary to Defendants' representations, Plaintiff experienced no visible results more than one year after the treatment, rendering the treatment non-conforming to the express warranties provided by Defendants.
55. Defendants' representations constituted affirmations of fact and promises regarding the specific characteristics and efficacy of the NEOSTEM Protocol treatment. These representations were not mere puffery or generalized statements, as they were specific, measurable, and material to Plaintiff's decision to purchase the treatment. Under New York law, such representations create enforceable express warranties (see Petti v. Deridder; carter v. gilbert, 18 misc 3d 1112[a], 856 N.Y.S.2d 22 [2008]) Petti v. Deridder.

56. Defendants breached these express warranties by failing to deliver the promised results. As a direct and proximate result of Defendants' breach, Plaintiff has suffered damages, including but not limited to the \$12,800 paid for the treatment, as well as incidental and consequential damages as permitted under [NY CLS UCC § 2-714 NY CLS UCC § 2-715].

FIFTH CAUSE OF ACTION

Unjust Enrichment

(Against All Defendants)

57. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs 1 through 56 as if fully set forth herein.

58. Under New York law, a claim for unjust enrichment requires the plaintiff to establish that: (1) the defendant was enriched; (2) at the plaintiff's expense; and (3) it is against equity and good conscience to permit the defendant to retain what is sought to be recovered

59. On or about January 7, 2025, Plaintiff paid Defendants the sum of \$12,800 for the NEOSTEM Protocol treatment, which Defendants marketed and guaranteed as providing visible results within six months, a 10-year duration of effectiveness, and a 98% satisfaction rate. Despite these representations, Plaintiff experienced no results from the treatment after more than one year. Defendants were enriched by retaining the \$12,800 payment made by Plaintiff for the treatment.

60. The enrichment of Defendants occurred at Plaintiff's expense, as Plaintiff received no benefit or results from the treatment, contrary to Defendants' guarantees and representations. Plaintiff relied on Defendants' assurances in deciding to purchase the treatment, and such reliance was reasonable given the specific promises made by

Defendants regarding the efficacy and satisfaction associated with the NEOSTEM Protocol.

61. It would be against equity and good conscience to permit Defendants to retain the \$12,800 paid by Plaintiff. Defendants' conduct in marketing and guaranteeing the treatment, despite its failure to deliver the promised results, constitutes an unjust enrichment. The retention of Plaintiff's payment under these circumstances is inequitable and unjust, as Defendants have failed to provide the promised benefits or any value in exchange for the payment.

**SIX CAUSE OF ACTION
(Lack of Informed Consent – Public Health Law § 2805-d)**

62. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs 1 through 61 as if fully set forth herein.

63. At all relevant times, Defendants, including but not limited to [REDACTED], [REDACTED], were physicians and/or healthcare providers responsible for obtaining Plaintiff's informed consent prior to performing the treatment at issue.

64. Pursuant to New York Public Health Law § 2805-d, Defendants had a duty to disclose to Plaintiff such alternatives thereto and the reasonably foreseeable risks and benefits involved as a reasonable medical practitioner would have disclosed under similar circumstances.

65. Immediately prior to the procedure, Defendants presented Plaintiff with multiple documents for signature without prior disclosure. Plaintiff was not provided these materials in advance, including after payment of \$12,800, and was instead given the documents

moments before the procedure commenced. Plaintiff was not afforded adequate time to read, review, or understand the contents.

66. Defendants, through their staff and physician, created a coercive environment by insisting on immediate execution of the documents, effectively depriving Plaintiff of the opportunity to provide informed consent. Such conduct falls below accepted medical standards and violates the fundamental requirement that consent be knowing, voluntary, and informed.

67. Accordingly, any purported consent or agreement obtained under these circumstances was not knowingly or voluntarily given and is void as a matter of law due to duress and lack of informed consent. Defendants failed to properly inform Plaintiff of the material risks, limitations, and likelihood of success of the treatment, and instead provided misleading and incomplete information, including overstated claims regarding effectiveness and expected results.

68. A reasonably prudent person in Plaintiff's position would not have undergone the treatment had full and accurate disclosure been made.

69. As a direct and proximate result of Defendants' failure to obtain informed consent, Plaintiff sustained damages, including financial loss, lack of the promised results, emotional distress, and other damages to be determined at trial.

70. By reason of the foregoing, Plaintiff has sustained substantial damages and is entitled to recover compensatory damages in an amount to be determined at trial, but believed to exceed Thirty Million Dollars (\$30,000,000), including but not limited to all amounts paid to Defendants, medical expenses, costs of corrective treatment, loss of earnings, and other out-of-pocket losses. Plaintiff further seeks damages for pain and suffering, emotional distress, mental anguish, and loss of enjoyment of life. sIn addition, Plaintiff seeks punitive

damages to the fullest extent permitted by law, together with statutory damages where applicable, costs and disbursements, and such other and further relief as this Court deems just and proper.

DAMAGES

71. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has sustained substantial actual damages, including but not limited to out-of-pocket expenses for the treatment at issue, costs of corrective procedures, related medical expenses, and other financial losses, in an amount to be determined at trial by a jury.
72. Plaintiff has further suffered the loss of the benefit of the bargain, in that the treatment did not perform as represented or promised by Defendants.
73. Plaintiff has also suffered non-economic damages, including but not limited to emotional distress, mental anguish, frustration, embarrassment, and loss of confidence, resulting from Defendants' conduct and the failure of the treatment to achieve the represented results.
74. Defendants' conduct was willful, wanton, and in reckless disregard of the rights of consumers, warranting the imposition of punitive damages sufficient to punish Defendants and deter similar misconduct.
75. Plaintiff also seeks statutory damages, treble damages, and reasonable attorneys' fees to the extent permitted by law, including but not limited to relief available under New York General Business Law §§ 349 and 350.
76. Plaintiff further seeks restitution and disgorgement of all monies wrongfully obtained by Defendants as a result of their deceptive and misleading practices.
77. Plaintiff therefore seeks punitive damages in the amount of **Thirty Million Dollars (\$30,000,000)**, to be allocated **entirely to charitable organizations**, including children's

hospitals and institutions engaged in the treatment of kidney, lung, and heart diseases, **as designated by Plaintiff**. This amount is proportionate to the need to deter Defendants' widespread consumer fraud, reflects the scope of harm to similarly affected consumers, and is necessary to ensure that such deceptive practices are not treated as a profitable business model.

78. By reason of the foregoing, Plaintiff is entitled to such other and further relief as the Court deems just and proper.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants, jointly and severally, as follows:

A. Awarding compensatory damages in an amount to be determined at trial;

B. Awarding actual damages, including out-of-pocket losses and all other economic damages sustained by Plaintiff;

C. Awarding statutory damages pursuant to New York General Business Law §§ 349 and 350;

D. Awarding treble damages in the amount of \$90,000,000.00, to the extent permitted by law;

E. Awarding punitive damages in the amount of \$30,000,000.00, or such amount as may be determined at trial, to punish Defendant's wrongful conduct and deter similar conduct, with such damages to be allocated, in whole or in part, to charitable organizations, including but not limited to children's hospitals, cancer treatment institutions, and organizations supporting heart, lung, kidney, and liver disease, as may be directed by the Court or designated by Plaintiff;

F. Awarding restitution and disgorgement of all monies wrongfully obtained by Defendants;

G. Awarding reasonable attorneys' fees, costs, and disbursements of this action;

H. Awarding pre-judgment and post-judgment interest as permitted by law; and

I. Granting such other and further relief as the Court deems just and proper.

Dated: April 7, 2026,
New York, New York

[REDACTED]

VERIFICATION

I, [REDACTED], affirm under penalties of perjury pursuant to CPLR § 2106 that the foregoing Complaint is true to the best of my knowledge, except as to matters stated upon information and belief, and as to those matters, I believe them to be true.

Dated: April 7, 2026,
New York, New York

[REDACTED]
[REDACTED]