

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

RACHEL MADDOX, individually and as
parent and legal guardian of L.U., a minor,

CASE NO: **2025CA001856**

Plaintiffs,

v.

KEELY FARMS DAIRY LLC. AND
NATURE'S NATURAL FOODS LLC
D/B/A WILD HARE NATURAL MARKET,

Defendants.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, RACHEL MADDOX, individually, and as parent and legal guardian of L.U., a minor, hereby files this Complaint against Defendants, KEELY FARMS DAIRY LLC. and NATURE'S NATURAL FOODS LLC D/B/A WILD HARE NATURAL MARKET, and alleges:

PARTIES

1. Plaintiff, RACHEL MADDOX is and at all times material hereto, the natural mother and legal guardian of L.U., and a resident of Seminole County, Florida.

2. Defendant, KEELY FARMS DAIRY LLC (hereinafter "Keely Farms Dairy"), is and at all times material hereto was, a limited liability company organized and existing under the laws of the State of Florida with its headquarters located at 2431 South Glencoe Road, New Smyrna Beach, FL 32168, in Volusia County. It may be served through its registered agent Keely Exum, 1409 Live Oak Street, New Smyrna Beach, Florida 32168.

3. Defendant NATURE'S NATURAL FOODS, LLC is, and at all times material hereto was a corporation organized and existing under the laws of the State of Florida. NATURE'S NATURAL FOODS, LLC is headquartered in Port St. Lucie County and was doing business as

WILD HARE NATURAL MARKET (hereinafter “Wild Hare”), a retailer located at 335 North Ronald Reagan Boulevard, Longwood, Florida 32750, in Seminole County. NATURE’S NATURAL FOODS, LLC may be served through its registered agent, Narian Nargen, 2325 SW Neal Road., Port Saint Lucie, FL 34953.

JURISDICTION AND VENUE

4. Jurisdiction is proper in Circuit Court, pursuant to Fla. Stat. §§ 26.012(2)(a) and 34.01(1)(c), because the amount in controversy exclusive of attorney’s fees exceeds \$50,000.00.

5. Venue is proper in Seminole County under Florida Stat. § 47.011 as this is where Plaintiff resides and where this cause of action accrued.

GENERAL ALLEGATIONS

About *Campylobacter*

6. *Campylobacter* is a genus of bacteria that is among the most common causes of bacterial foodborne illness worldwide. The species most often associated with human disease is *Campylobacter jejuni*, followed by *Campylobacter coli*. These bacteria are gram-negative, spiral-shaped, and microaerophilic, thriving in environments with low oxygen levels. They are naturally found in the intestines of many animals, especially poultry, cattle, and sheep, without causing illness in their hosts. In humans, however, ingestion of even a small number of campylobacter cells—sometimes fewer than 500—can lead to campylobacteriosis, an infection characterized by diarrhea (often bloody), abdominal cramps, fever, and malaise. In some cases, complications such as Guillain-Barré syndrome, reactive arthritis, or irritable bowel syndrome may follow.

7. Raw, unpasteurized milk is a recognized vehicle for campylobacter infection. Cattle, goats, and sheep can shed the bacteria in their feces, which may contaminate milk during the milking process if hygiene is inadequate. Contamination can occur when manure comes into

contact with udders, milking equipment, or storage containers. Unlike pasteurization, which heats milk to temperatures that kill campylobacter and other pathogens, raw milk retains live bacteria present at the time of collection. Because campylobacter does not alter the smell, taste, or appearance of milk, contaminated raw milk can appear completely normal, making it impossible for consumers to detect the danger.

About *E. Coli*

8. Escherichia coli are the name of a family of bacteria, most of which do not cause human disease. E. coli O157:H7 and O26, however, are shiga toxin-producing strains of E. coli (otherwise known as “STEC”) that cause bloody diarrhea in humans.

9. E. coli O157:H7 and O26 live in the intestines of cattle and other animals. E. coli O157:H7 and O26 are passed through the oral-fecal method, meaning they are passed in the feces of animals and sicken the host after ingestion. An extremely low dose, with fewer than fifty E. coli O157:H7 or O26 bacteria, can cause infection.

10. The most severe cases of the E. coli O157:H7 and O26 infection occur in young children and in the elderly (those 65 or older), and in those with a compromised immune system. After a susceptible individual ingests E. coli O157:H7 or O26, the bacteria attaches to the inside surface of the large intestine and initiates an inflammatory reaction of the intestine (hemorrhagic colitis).

11. E. coli O157:H7 and O26 infection result in bloody diarrhea, nausea, and severe abdominal cramping.

12. A victim of E. coli O157:H7 or O26 usually becomes symptomatic two to four days post exposure, but in some instances, illness can begin within 24 hours or be delayed several weeks.

13. While most victims of E. coli O157:H7 or O26 recover within a few weeks, in about 10% of population, E. coli O157:H7 or O26 infections can develop into HUS, a life threatening complication in which the destruction of red blood cells and platelets associated with clotting lead to acute renal failure due to the formation of micro-thrombi that occlude microscopic blood vessels that make up the filtering units within the kidneys. There is no known therapy to halt the progression of HUS, and most victims require dialysis. HUS is fatal in about 5% of the victims. In those who survive, HUS patients often require blood transfusions, dialysis, and in some cases, one or more kidney transplants.

The Sale of Unpasteurized Milk in Florida

14. According to the Food and Drug Administration and the Centers for Disease Control and Prevention say raw milk is one of the riskiest foods people can consume.

15. For this reason, and pursuant to Florida Statute 502.091(1), while drinking raw milk in Florida is not illegal, per se, it is illegal for anyone to sell anything besides Grade A pasteurized milk and milk products for human consumption. Section 502.181 (3) adds that it is prohibited to “*produce, provide, sell, offer for sale, or have in possession with intent to sell, any reconstituted or recombined milk or any adulterated or misbranded milk or milk product.*” Section 502.013 (1)(a) says the law is to ensure “*without undue burden on either the regulatory agency or the dairy industry, that milk, milk products, frozen desserts, and frozen dessert mix sold or offered for sale in this state are produced under sanitary conditions, are wholesome and fit for human consumption, and are correctly labeled as to grade, quality, and source of production.*”

The Keely Farms Dairy E. coli – Campylobacter Outbreak

16. In mid-summer of 2025, the Florida Department of Health (FDH) became aware of an E. coli and campylobacter outbreak of human illnesses, going back several months. Through

its trace-back investigation, FDH was able link the illnesses to exposure to raw milk from Keely Farms Dairy. Exposure to the raw milk has sickened at least 21 people with E. coli or campylobacter since January 2025.

17. According to FDH, since Jan. 24, 2025, six children under the age of 10 have been infected and seven people have been hospitalized. At least two cases have developed severe complications.

18. In announcing the outbreak, FDH indicated that improper sanitation was the likely cause of the raw milk's adulteration, and stated: "*The Florida Department of Health will continue working with Keely Farms Dairy to ensure that effective sanitation practices are implemented consistently across every batch.*" FDH added that Floridians "*should be aware of potential risks*" associated with consuming raw dairy. The State Commissioner of Agriculture encouraged Floridians to "*protect their health by only consuming pasteurized milk products.*"

19. In recent months, Keely Farms Dairy has repeatedly promoted its products in a private Facebook group where Florida suppliers and consumers coordinate raw milk purchases.

20. In a disclaimer on its website, Keely Farms Dairy acknowledges the legal prohibitions against selling its products for people to drink.

L.U.'s Illness

21. In June of 2025, L.U.'s mother Rachel (who was nearly 20 weeks pregnant at the time) frequented a local health store, Wild Hare Natural Market located at 335 North Ronald Reagan Boulevard, Longwood, Florida 32750, in which Keely Farms Dairy raw milk was offered for sale. She purchased the raw milk for her husband who grew up in Eastern Europe, after he expressed appreciation for it as he had grown up drinking farm fresh milk. Unaware of any potential dangers, she purchased it alongside the many other products offered at the store. She

inquired about the raw milk's label, which said something to the effect "for consumption by animals," and was told that was a technical requirement to sell "farm milk." She did not question further.

22. During the transition from breast feeding to a bottle, Rachel and her husband began to provide milk to their toddler, L.U. After consuming the raw milk, on June 8, 2025, L.U. began to experience diarrhea, nausea, vomiting, fever, abdominal pain, chills, and resultant dehydration.

23. On June 9th, Rachel was compelled to take L.U. to Orlando Health Arnold Palmer for the first of what would be three emergency room visits and hospitalizations in the next several weeks. The first hospitalization was from June 9-12, due to severe gastroenteritis. During this hospitalization, L.U. was found to have both E. coli and campylobacter. He was discharged to his parents on the 12th, but bloody stools and a fear of hemolytic uremic syndrome forced them to return L.U. to the hospital on the 14th. L.U. underwent surgery for intussusception and was treated for possible HUS. He was again discharged, on the 16th.

24. On June 17th, bloody stools and severe abdominal pain forced a return to the hospital, where L.U. remained for two more days.

25. L.U.'s medical treatment continues to this day.

Rachel Maddox's Illness

26. While Rachel did not drink the raw milk herself, by June 13, 2025, she was compelled to seek medical treatment for ongoing, diarrhea, vomiting, fever, abdominal pain, and chills that led to septic shock and severe dehydration.

27. Rachel presented to Orlando Health Winnie Palmer Hospital for Women & Babies where a stool culture returned positive for campylobacter. She was told she had contracted it while caring for her toddler. Because she was pregnant, and dehydrated, she was hospitalized for two

days prior to discharge.

28. On June 18th, Rachel's fetus died, and she was readmitted to Orlando Health Winnie Palmer Hospital for Women & Babies and was diagnosed with sepsis. She was discharged home on the 20th, but her condition deteriorated, and she was taken back to the hospital – this time Orlando Health Lake Mary Hospital, and readmitted on June 21, 2025. After three nights, she was again discharged.

29. On June 30, 2025, Rachel was subjected to a lumbar puncture and Infectious Disease decided to screen her for the onset of Guillain Barre Syndrome ("GBS"). She was admitted until July 7th, when she was finally able to return home. An autopsy placed the age of her fetus at between 19 and 20 weeks.

30. Rachel's medical treatment continues to this day.

COUNT I
STRICT LIABILITY AS TO DEFENDANTS, KEELY FARMS DAIRY LLC. and
WILD HARE NATURAL MARKET

31. Plaintiffs restate and reallege paragraphs 1-30 as if fully restated herein.

32. At all times, Defendants were in the business of harvesting, producing, manufacturing, distributing, selling, and marketing raw, unpasteurized milk (hereinafter "the product") to the public.

33. There was a manufacturing defect in the product when it left Defendants' possession and control. The product was defective when sold and distributed because it contained campylobacter and E. coli. The presence of campylobacter and E. coli was a condition of the product that rendered it unreasonably dangerous to Plaintiffs.

34. There was a marketing defect in the product when it left Defendants' possession and control. The product was defective because it contained campylobacter and E. coli, and

Defendants failed to give adequate warnings of the product's dangers that were known or by the application of reasonably developed human skill and foresight should have been known. Defendants also failed to give adequate warnings and instructions to avoid such dangers. Defendants' failure to provide such warnings and instructions rendered the product unreasonably dangerous to Plaintiffs.

35. The product reached Plaintiffs without substantial change in the condition in which the product was sold.

36. The product was defective and unreasonably dangerous at the time that it was manufactured and distributed and at the time Plaintiffs was exposed to it. Said defects in the product include, but are not limited to:

- a. Contamination with campylobacter and E. coli bacteria;
- b. The product was designed and manufactured in such a way, and under such conditions, that led it to be adulterated;
- c. Lack of sufficient warnings to advise consumers of the hazards presented due to the presence of campylobacter and E. coli;
- d. The product failed to perform as safely as an ordinary consumer would expect when used as intended or in a manner reasonably foreseeable by Plaintiffs;
- e. The risk of damage in the product's design outweighed the benefits obtained with the use of the product and reasonable alternatives to the contaminated product were readily available; and
- f. The product failed to perform safely and reached Plaintiffs without substantial change affecting its condition.

37. Defendants' conduct and the defective product were a direct, proximate, and producing cause of Plaintiffs' injuries and damages.

38. As a direct and proximate result of these defects, Plaintiffs sustained significant permanent injuries including pain and suffering; disability; inconvenience; mental anguish; loss of capacity for the enjoyment of life; medical and pharmaceutical expenses; travel and travel-related expenses; emotional distress; lost wages; lost earning capacity; loss of consortium and all other economic and non-economic damages allowed under Florida law. Plaintiffs have suffered these damages in the past and will continue to suffer these damages in the future.

WHEREFORE, Plaintiffs demand judgment against Defendants, Keely Farms Dairy and Wild Hare, for compensatory damages, costs, interest as allowed by law, and for such other relief as the Court deems just and demands a trial by jury on all issues so triable as a matter of right.

COUNT II
NEGLIGENCE AND NEGLIGENCE PER SE
AS TO DEFENDANTS, KEELY FARMS DAIRY LLC and
WILD HARE NATURAL MARKET

39. Plaintiffs reallege and reassert paragraphs 1-38 as if fully alleged herein.

40. Defendants, at all times, owed Plaintiffs a duty of ordinary care in the preparation, testing, packaging, labelling, marketing, distribution, and/or selling of the product in such a manner that the product would be safe and not pose an unreasonable risk of harm to the life and safety of the consuming public, including Plaintiffs, when the product was used in a foreseeable manner.

41. Further, Defendant owed Plaintiffs the duty of warning or instructing Plaintiffs of potentially hazardous or life-threatening conditions with respect to the product.

42. At all times Defendants knew, or in the exercise of ordinary care should have

known, that their product contained or was contaminated with campylobacter and E. coli.

43. At all times Defendants knew, or in the exercise of ordinary care should have known, that the campylobacter and E. coli in their product was invisible to the naked eye, and yet when ingested during the course of ordinary and foreseeable use could cause terminal illness and death.

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

- a. Negligently manufacturing, distributing, and/or 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 their 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 campylobacter and related filth and adulteration from their premises;
- h. Failing to properly train and supervise their employees and agents to prevent the transmission of campylobacter and related filth and

adulteration from their premises;

- i. Failing to warn Plaintiffs and the general public of the dangerous propensities of the product, particularly that it was contaminated with campylobacter and E. coli, 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.

45. 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 manufacture, distribution, storage, and/or sale of the products or their 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 the similar provision in the *Florida Food Safety Act*, including §§ 500.01, 500.04, 500.10, and 500.11, *et. seq.* (as well as provisions specific to milk, §§ 502.013, 502.181, and 502.091).

46. 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."

47. The product was adulterated because it contained campylobacter and E. coli. Thus, by the manufacture, distribution, delivery, storage, sale, and/or offering for sale of the product and/or the product's ingredients, Defendants breached their statutory and regulatory duties.

48. Plaintiffs were members of the classes sought to be protected by the regulations and statutes identified above.

49. Defendants' conduct was a direct, proximate, and producing cause of Plaintiffs'

injuries and damages set forth below.

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

51. As a direct and proximate result of Defendants' negligence, Plaintiffs sustained significant permanent injuries including pain and suffering; disability; inconvenience; mental anguish; loss of capacity for the enjoyment of life; medical and pharmaceutical expenses; travel and travel-related expenses; emotional distress; lost wages; lost earning capacity; loss of consortium and all other economic and non-economic damages allowed under Florida law. Plaintiffs have suffered these damages in the past and will continue to suffer these damages in the future.

WHEREFORE, Plaintiffs demand judgment against Defendants, Keely Farms Dairy and Wild Hare, for compensatory damages, costs, interest as allowed by law, and for such other relief as the Court deems just and demands a trial by jury on all issues so triable as a matter of right.

COUNT III
BREACH OF IMPLIED WARRANTIES
AS TO DEFENDANTS, KEELY FARMS DAIRY LLC. and
WILD HARE NATURAL MARKET

52. Plaintiffs reallege and reassert paragraphs 1-51 as if fully alleged herein.

53. Defendants are merchants who manufacture, import, distribute, market, and/or serve food made with, the product.

54. Plaintiffs are consumers.

55. Defendants breached the implied warranty of merchantability by impliedly warranting that the product was of merchantable quality and fit for human consumption when it was not due to the presence of campylobacter and E. coli. Plaintiffs reasonably relied upon

Defendants' skill and judgment as to whether the product was of merchantable quality and fit for human consumption.

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

57. Defendants did not disclaim these implied warranties.

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

59. As a direct and proximate result of Defendants' conduct, Plaintiffs sustained significant permanent injuries including pain and suffering; disability; inconvenience; mental anguish; loss of capacity for the enjoyment of life; medical and pharmaceutical expenses; travel and travel-related expenses; emotional distress; lost wages; lost earning capacity; loss of consortium and all other economic and non-economic damages allowed under Florida law. Plaintiffs have suffered these damages in the past and will continue to suffer these damages in the future.

WHEREFORE, Plaintiffs demand judgment against Defendants, Keely Farms Dairy and Wild Hare for compensatory damages, costs, interest as allowed by law, and for such other relief as the Court deems just and demands a trial by jury on all issues so triable as a matter of right.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all triable issues.

DATED August 13, 2025.

Respectfully submitted,

/s/C. Richard Newsome
C. Richard Newsome, Esquire

Florida Bar Number: 827258
Caroline P. Newsome, Esquire
Florida Bar Number: 1049315
Newsome Law, PA
315 E. Robinson Street, Suite 675
Orlando, FL 32801
Telephone: 407-648-5977
Facsimile: 407-648-5282
newsometeam@newsomelaw.com

-and-

RON SIMON & ASSOCIATES
Ron Simon (*pro hac vice* forthcoming)
Anthony C. Coveny (*pro hac vice* forthcoming)
820 Gessner, Suite 1455
Houston, Texas 77024
(713) 335-4900 | (713) 335-4949 (fax)
ron@rsaalaw.com
tony@rsaalaw.com

ATTORNEYS FOR PLAINTIFFS