

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

SAMANTHA ELENA GONZALEZ, a minor by
and through her parents and natural guardians,
Luciel Gonzalez Fernandez and Tiana Marie
Gonzalez, and LUCIEL GONZALEZ
FERNANDEZ and TIANA MARIE GONZALEZ,
individually,

Case No. 16-016685 (21)

Plaintiffs,

v.

LIFETIME BRANDS, INC., a Delaware
corporation; VINCENT INTERNATIONAL
DISTRIBUTING, INC., a Florida profit
corporation; and YVETTE BUTEAU TANIS, an
individual,

Defendants.

COMPLAINT

The Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, hereby sue the Defendants, LIFETIME BRANDS, INC., a Delaware corporation (hereinafter, “LIFETIME BRANDS”); VINCENT INTERNATIONAL DISTRIBUTING, INC., a Florida profit corporation (hereinafter, “VINCENT INTERNATIONAL”); and YVETTE BUTEAU TANIS, an individual (Lifetime Brands, Vincent International, and Yvette Buteau Tanis shall collectively be referred to herein as “Defendants”), and state as follows:

The Parties and Jurisdiction

1. This is an action for damages that exceeds FIFTEEN THOUSAND (\$15,000.00) DOLLARS, exclusive of fees and costs.

2. The Plaintiff, SAMANTHA ELENA GONZALEZ, is a minor of the age of three (3) years.

3. The Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, are SAMANTHA ELENA GONZALEZ's parents and natural guardians.

4. At all material times, the Plaintiffs were and are residents of Broward County, Florida.

5. At all material times, the Defendant, LIFETIME BRANDS, was and is a Delaware corporation, with its principal place of business in New York, and which transacts substantial business in Broward County, Florida.

6. At all material times, and at the time of the incident complained of herein, the defendant, LIFETIME BRANDS, was actually doing business in Broward County, Florida, by virtue of its designing, assembling, manufacturing, shipping, promoting, selling and/or placing into the stream of commerce the Vasconia Aluminum 8 Quart Pressure Cooker and other goods of the kind in Broward County, Florida.

7. The Defendant, LIFETIME BRANDS, has substantial and not isolated contact with the State of Florida and is subject to the general jurisdiction of the Florida courts.

8. At all material times, the Defendant, VINCENT INTERNATIONAL, was and is a Florida profit corporation, with its principal place of business in this State, and which transacts substantial business in Broward County, Florida.

9. At all material times, and at the time of the incident complained of herein, the defendant, VINCENT INTERNATIONAL, was actually doing business in Broward County, Florida, by virtue of its distributing, promoting, selling and/or placing into the stream of commerce the Vasconia Aluminum 8 Quart Pressure Cooker and other goods of the kind in

Broward County, Florida.

10. At all material times, the Defendant, YVETTE BUTEAU TANIS was and is a resident of Broward County, Florida.

11. Venue and jurisdiction are proper in Broward County, Florida.

12. All conditions precedent to the bringing of this action have been complied with or waived.

General Allegations Common to All Counts

13. At all material times, LIFETIME BRANDS marketed itself as a global provider of kitchenware, tableware and other products used in the home.

14. At all material times, LIFETIME BRANDS designed, developed, manufactured, marketed, distributed and sold numerous products under several brand names, including, without limitation, "Vasconia."

15. Vasconia started as a brand sold in Mexico, but as of the time of the incident complained of herein, LIFETIME BRANDS was engaged in the business of marketing, distributing and selling Vasconia branded products in the United States.

16. At all material times and at the time of the incident complained of herein, one of the products designed, developed, manufactured, marketed, distributed and sold by LIFETIME BRANDS under the Vasconia brand name was the Vasconia Aluminum 8 Quart Pressure Cooker.

17. At all material times, LIFETIME BRANDS designed, developed, manufactured, assembled, tested, labeled, marketed, promoted, shipped, distributed, sold and/or placed into the stream of commerce the Vasconia Aluminum 8 Quart Pressure Cooker.

18. Prior to September 14, 2015, the Defendant, LIFETIME BRANDS, distributed

and/or sold the Vasconia Aluminum 8 Quart Pressure Cooker and thereby caused the product to be released into the stream of commerce.

19. Prior to September 14, 2015, the Defendant, LIFETIME BRANDS, designed, tested, manufactured, distributed and/or sold the subject Vasconia Pressure Cooker, Model Number 5057075 (the “Pressure Cooker”).

20. At all material times, VINCENT INTERNATIONAL was and is a commercial importer, wholesaler, seller, and distributor of general merchandise.

21. At all material times, VINCENT INTERNATIONAL was and is engaged in the business of selling or otherwise distributing a variety of products to retailers and consumers, including the Vasconia Aluminum 8 Quart Pressure Cooker.

22. Prior to September 14, 2015, the Defendant, VINCENT INTERNATIONAL, distributed and/or sold the Vasconia Aluminum 8 Quart Pressure Cooker and thereby caused the product to be released into the stream of commerce.

23. Prior to September 14, 2015, the Defendant, VINCENT INTERNATIONAL, distributed and/or sold the subject Pressure Cooker to Defendant YVETTE BUTEAU TANIS.

24. At all material times, the Defendant, YVETTE BUTEAU TANIS, was and is engaged in the business of selling or otherwise distributing a variety of products to consumers, including the Vasconia Aluminum 8 Quart Pressure Cooker and other goods of the kind.

25. Prior to September 14, 2015, the Defendant, YVETTE BUTEAU TANIS, sold the subject Pressure Cooker to non-party, Caridad Fernandez Reinaldo.

26. On the evening of September 14, 2015, non-party, Caridad Fernandez Reinaldo, was operating the Pressure Cooker in a normal and customary manner when the Pressure Cooker failed, and its contents began to escape the Pressure Cooker and spray in the direction of and

onto the minor Plaintiff, SAMANTHA ELENA GONZALEZ. To protect herself and the minor Plaintiff, SAMANTHA ELENA GONZALEZ, non-party, Caridad Fernandez Reinaldo, attempted to remove the Pressure Cooker from the stovetop. At about that time, the Pressure Cooker and its scalding contents came into contact with the minor Plaintiff, SAMANTHA ELENA GONZALEZ.

27. As a result of the incident, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, suffered severe and permanent injuries including but not limited to the loss of her leg, the loss of her hand, and the loss of fingers and toes on her remaining hand and foot, in addition to extensive burns, scarring, and disfigurement.

COUNT I
NEGLIGENCE CLAIM AGAINST
DEFENDANT LIFETIME BRANDS, INC.

Plaintiffs re-allege and re-incorporate the allegations contained in paragraphs 1 - 27 as though fully set forth herein, and further state:

28. The Defendant, LIFETIME BRANDS, INC., was engaged in the business of designing, manufacturing, assembling, and selling the Vasconia brand pressure cookers (including the subject Pressure Cooker) and their component parts, which Defendant, LIFETIME BRANDS, knew would be purchased and used by the general public.

29. The Defendant, LIFETIME BRANDS, designed, manufactured, assembled, distributed, and/or sold the subject Pressure Cooker involved in this action.

30. The Defendant, LIFETIME BRANDS, knew, or, in the exercise of reasonable care, should have known, that said Pressure Cooker was not properly designed, manufactured, assembled, tested, inspected, and sold, and knew, or, in the exercise of reasonable care, should have known, that said Pressure Cooker, and its components, created an unreasonable risk of

harm to persons, like the minor Plaintiff, SAMANTHA ELENA GONZALEZ.

31. The Defendant, LIFETIME BRANDS, owed a duty to the minor Plaintiff, SAMANTHA ELENA GONZALEZ and the consuming public to design its pressure cookers, including the subject Pressure Cooker, in such a manner that it would be safe and not pose an unreasonable risk of harm to the life and safety of the minor Plaintiff, SAMANTHA ELENA GONZALEZ and the consuming public when utilized in normal operation and foreseeable situations.

32. The Defendant, LIFETIME BRANDS, owed a duty to convey to consumers and users a fair and adequate warning of the dangerous characteristics of the subject Pressure Cooker so that the users, in the exercise of reasonable care, would have fair and adequate notice of the possible consequences of using the subject Pressure Cooker.

33. The Defendant, LIFETIME BRANDS, negligently designed, manufactured, assembled, tested, inspected, and sold said subject Pressure Cooker and its components, in some and/or all of, but not limited to, the following respects:

- (a) Designing, assembling and manufacturing a pressure cooker which may fail to seal its lid thereby allowing contents to escape the pressure cooker while in operation.
- (b) Designing, assembling and manufacturing a pressure cooker which contains safety mechanisms that fail to secure the lid while the pressure cooker is in operation and pressurized.
- (c) Designing, assembling and manufacturing a pressure cooker that fails to provide a safe lid-locking system and/or mechanism to prevent the pressure cooker from opening while the contents and cooker are under pressure.
- (d) Designing, assembling and manufacturing a pressure cooker that fails to provide a safe lid-locking system and/or mechanism to prevent leakage of contents from the pressure cooker while it is under pressure.
- (e) Failing to provide reasonable and adequate warnings to users of the

pressure cooker as to its dangerous propensity.

- (f) Selecting component parts for the pressure cooker which permit leakage of contents while the pressure cooker is under pressure, fail to secure the lid while the pressure cooker is under pressure and/or fail to lock the lid while the pressure cooker is under pressure.
- (g) Marketing the product in such a way as to mislead customers as to the safety of the product.
- (h) Failing to inform the federal government and the public as to a known condition in the product which makes the product unreasonably dangerous during normal use.

34. As a direct and proximate result of the above-described negligence of Defendant, LIFETIME BRANDS, INC., the above-described incident occurred and the minor Plaintiff, SAMANTHA ELENA GONZALEZ was severely and permanently injured as a result.

35. As a direct and proximate result of the actions of the Defendant, LIFETIME BRANDS, including the carelessness and negligence as set forth above, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, was seriously injured in and about the body, limbs and upper and lower extremities, and suffered bodily injury, and resulting in pain and suffering, disability, disfigurement, physical impairment, inconvenience, mental anguish, loss of enjoyment of life, psychological and/or emotional distress, or, in the alternative, the foregoing injuries thereby caused or contributed to cause an aggravation of a previous existing defect or infirmity; and as a direct result thereof, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past suffered and will in the future suffer great pain and anguish of body and mind, and loss of capacity for the enjoyment of life, all of which conditions are permanent and continuing in nature.

36. As a further direct and/or proximate result of the aforementioned carelessness and negligence of the Defendant, LIFETIME BRANDS, the minor Plaintiff, SAMANTHA ELENA

GONZALEZ, has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries, as aforesaid.

37. As a further direct and/or proximate result of the aforementioned carelessness and negligence of the Defendant, LIFETIME BRANDS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past sustained, and will in the future sustain loss of earnings and earning capacity.

38. As a further direct and proximate result of the carelessness and negligence of Defendant, LIFETIME BRANDS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future incur medical, hospital, nursing care and related expenses for treatment obtained by LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, for their daughter, SAMANTHA ELENA GONZALEZ, or to be so obtained in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

39. As a further direct and proximate result of the carelessness and negligence of Defendant, LIFETIME BRANDS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future suffer loss of the support and services, earnings, and earning ability of their daughter, SAMANTHA ELENA GONZALEZ, in the past and in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority; and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ have also sustained economic loss and loss of earnings in the past and will continue to sustain economic loss and loss of ability to earn money in the future resulting from the need to care or provide for their minor daughter, SAMANTHA ELENA GONZALEZ, because of her injury, until such time as

SAMANTHA ELENA GONZALEZ reaches the age of majority.

40. As a further direct and proximate result of the carelessness and negligence of Defendant, LIFETIME BRANDS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have suffered and will continue to suffer the loss of SAMANTHA ELENA GONZALEZ's companionship and protection, society, love, affection, and solace of their daughter, SAMANTHA ELENA GONZALEZ, and have suffered and will continue to suffer mental pain and suffering.

WHEREFORE, the Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, demand judgment against the Defendant, LIFETIME BRANDS, in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest and costs, which are prayed for in addition thereto.

COUNT II
STRICT LIABILITY CLAIM
AGAINST DEFENDANT LIFETIME BRANDS

Plaintiffs re-allege and reincorporate the allegations contained in paragraphs 1 - 27 as though fully set forth herein, and further state:

41. The Defendant, LIFETIME BRANDS, INC., was engaged in the business of designing, manufacturing, assembling, and selling the Vasconia brand pressure cookers (including the subject Pressure Cooker) and its component parts, which Defendant, LIFETIME BRANDS, knew would be purchased and used by the general public.

42. The Defendant, LIFETIME BRANDS, designed, manufactured, assembled, tested, inspected, distributed, and sold the subject Pressure Cooker involved in this action.

43. On September 14, 2015, the subject Pressure Cooker and its component parts were being used for the purposes for which they were intended and in a manner reasonably foreseeable to the Defendant, LIFETIME BRANDS.

44. The Defendant, LIFETIME BRANDS, designed, manufactured, assembled, inspected, tested, distributed, and sold the subject Pressure Cooker in a manner so as to render the subject Pressure Cooker defective and unsafe for its intended use, due to the following, without limitation:

- (a) Said Pressure Cooker was not reasonably fit for the uses intended or reasonably foreseeable by the Defendant, LIFETIME BRANDS.
- (b) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker may fail to seal its lid thereby allowing contents to escape the pressure cooker while in operation and pressurized.
- (c) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker contained safety mechanisms that fail to secure the lid while the pressure cooker is in operation and pressurized.
- (d) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker fails to provide a safe lid-locking system and/or mechanism to prevent the pressure cooker from opening while the contents and cooker are under pressure.
- (e) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker fails to provide a safe lid-locking system and/or mechanism to prevent leakage of contents from the pressure cooker while it is under pressure.
- (f) Said Pressure Cooker had a lid locking system, rubber sealing ring and other component parts that may fail to seal the pressure cooker and allow for contents to escape the cooker while in operation and pressurized.
- (g) Said Pressure Cooker lacked reasonable and adequate warnings to users of the pressure cooker as to its dangerous propensity.
- (h) Said Pressure Cooker was designed, manufactured and assembled

using an unsafe plan or design and with materials, components, metals, plastics, and other parts which would cause or permit contents to escape the pressure cooker while in operation and pressurized.

45. The subject Pressure Cooker was defective when it left the possession of the Defendant, LIFETIME BRANDS, and was expected to, and did reach, the operator/user/owner without substantial change in its condition.

46. The Defendant, LIFETIME BRANDS's, design, manufacturing, assembling, testing, inspection, distribution, and sale of the subject Pressure Cooker caused the defective and unsafe condition as afore-described and alleged, which was the proximate cause of the incident afore-described and alleged, and, as a result, the Defendant, LIFETIME BRANDS, is strictly liable in tort to the Plaintiffs.

47. As a direct and proximate result of the above-described conduct of Defendant, LIFETIME BRANDS, and the above-described condition of the subject Pressure Cooker, the above-described incident occurred and the minor Plaintiff, SAMANTHA ELENA GONZALEZ, suffered permanent and severe injuries.

48. As a direct and proximate result of the actions of the Defendant, LIFETIME BRANDS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, was seriously injured in and about the body, limbs and upper and lower extremities, and suffered bodily injury, and resulting in pain and suffering, disability, disfigurement, physical impairment, inconvenience, mental anguish, loss of enjoyment of life, psychological and/or emotional distress, or, in the alternative, the foregoing injuries thereby caused or contributed to cause an aggravation of a previous existing defect or infirmity; and as a direct result thereof, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past suffered and will in the future suffer great pain and anguish of body and mind, and loss of capacity for the enjoyment of life, all of which conditions

are permanent and continuing in nature.

49. As a further direct and/or proximate result of the aforementioned carelessness, actions and conduct of the Defendant, LIFETIME BRANDS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries, as aforesaid.

50. As a further direct and/or proximate result of the aforementioned carelessness, action and conduct of the Defendant, LIFETIME BRANDS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past sustained, and will in the future sustain loss of earnings and earning capacity.

51. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, LIFETIME BRANDS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future incur medical, hospital, nursing care and related expenses for treatment obtained by LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, for their daughter, SAMANTHA ELENA GONZALEZ, or to be so obtained in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

52. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, LIFETIME BRANDS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future suffer loss of the support and services, earnings, and earning ability of their daughter, SAMANTHA ELENA GONZALEZ, in the past and in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority; and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ have also

sustained economic loss and loss of earnings in the past and will continue to sustain economic loss and loss of ability to earn money in the future resulting from the need to care or provide for their minor daughter, SAMANTHA ELENA GONZALEZ, because of her injury, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

53. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, LIFETIME BRANDS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have suffered and will continue to suffer the loss of SAMANTHA ELENA GONZALEZ's companionship and protection, society, love, affection, and solace of their daughter, SAMANTHA ELENA GONZALEZ, and have suffered and will continue to suffer mental pain and suffering.

WHEREFORE, the Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, demand judgment against the Defendant, LIFETIME BRANDS, in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest and costs, which are prayed for in addition thereto.

COUNT III
NEGLIGENCE CLAIM AGAINST
DEFENDANT VINCENT INTERNATIONAL

Plaintiffs re-allege and re-incorporate the allegations contained in paragraphs 1 - 27 as though fully set forth herein, and further state:

54. The Defendant, VINCENT INTERNATIONAL DISTRIBUTING, INC., was engaged in the business of distributing and selling the Vasconia brand pressure cookers (including the subject Pressure Cooker) and its component parts, which Defendant, VINCENT

INTERNATIONAL, knew would be purchased and used by the general public.

55. The Defendant, VINCENT INTERNATIONAL, distributed, and sold the subject Pressure Cooker involved in this action.

56. The Defendant, VINCENT INTERNATIONAL, knew, or, in the exercise of reasonable care, should have known, that said Pressure Cooker was not properly designed, manufactured, assembled, tested, inspected, and sold, and knew, or, in the exercise of reasonable care, should have known, that said Pressure Cooker, and its components, created an unreasonable risk of harm to persons, like the minor Plaintiff, SAMANTHA ELENA GONZALEZ.

57. The Defendant, VINCENT INTERNATIONAL, owed a duty to the minor Plaintiff, SAMANTHA ELENA GONZALEZ and the consuming public to design its pressure cookers, including the subject Pressure Cooker, in such a manner that it would be safe and not pose an unreasonable risk of harm to the life and safety of the minor Plaintiff, SAMANTHA ELENA GONZALEZ and the consuming public when utilized in normal operation and foreseeable situations.

58. The Defendant, VINCENT INTERNATIONAL, owed a duty to convey to consumers and users a fair and adequate warning of the dangerous characteristics of the subject Pressure Cooker so that the users, in the exercise of reasonable care, would have fair and adequate notice of the possible consequences of using the subject Pressure Cooker.

59. The Defendant, VINCENT INTERNATIONAL, negligently distributed and sold said subject Pressure Cooker and its components, in some and/or all of, but not limited to, the following respects:

- (i) Distributing and selling a pressure cooker which may fail to seal its lid thereby allowing contents to escape the pressure cooker while in operation.

- (j) Distributing and selling a pressure cooker which contains safety mechanisms that fail to secure the lid while the pressure cooker is in operation and pressurized.
- (k) Distributing and selling a pressure cooker that fails to provide a safe lid-locking system and/or mechanism to prevent the pressure cooker from opening while the contents and cooker are under pressure.
- (l) Distributing and selling a pressure cooker that fails to provide a safe lid-locking system and/or mechanism to prevent leakage of contents from the pressure cooker while it is under pressure.
- (m) Failing to provide reasonable and adequate warnings to users of the pressure cooker as to its dangerous propensity.
- (n) Distributing and selling component parts for the pressure cooker which permit leakage of contents while the pressure cooker is under pressure, fail to secure the lid while the pressure cooker is under pressure and/or fail to lock the lid while the pressure cooker is under pressure.
- (o) Marketing the product in such a way as to mislead customers as to the safety of the product.
- (p) Failing to inform the federal government and the public as to a known condition in the product which makes the product unreasonably dangerous during normal use.

60. As a direct and proximate result of the above-described negligence of Defendant, VINCENT INTERNATIONAL, the above-described incident occurred and the minor Plaintiff, SAMANTHA ELENA GONZALEZ was severely and permanently injured as a result.

61. As a direct and proximate result of the actions of the Defendant, VINCENT INTERNATIONAL, including the carelessness and negligence as set forth above, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, was seriously injured in and about the body, limbs and upper and lower extremities, and suffered bodily injury, and resulting in pain and suffering, disability, disfigurement, physical impairment, inconvenience, mental anguish, loss of enjoyment of life, psychological and/or emotional distress, or, in the alternative, the foregoing injuries thereby caused or contributed to cause an aggravation of a previous existing defect or

infirmity; and as a direct result thereof, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past suffered and will in the future suffer great pain and anguish of body and mind, and loss of capacity for the enjoyment of life, all of which conditions are permanent and continuing in nature.

62. As a further direct and/or proximate result of the aforementioned carelessness and negligence of the Defendant, VINCENT INTERNATIONAL, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries, as aforesaid.

63. As a further direct and/or proximate result of the aforementioned carelessness and negligence of the Defendant, VINCENT INTERNATIONAL, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past sustained, and will in the future sustain loss of earnings and earning capacity.

64. As a further direct and proximate result of the carelessness and negligence of Defendant, VINCENT INTERNATIONAL, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future incur medical, hospital, nursing care and related expenses for treatment obtained by LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, for their daughter, SAMANTHA ELENA GONZALEZ, or to be so obtained in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

65. As a further direct and proximate result of the carelessness and negligence of Defendant, VINCENT INTERNATIONAL, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future suffer loss of the support

and services, earnings, and earning ability of their daughter, SAMANTHA ELENA GONZALEZ, in the past and in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority; and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ have also sustained economic loss and loss of earnings in the past and will continue to sustain economic loss and loss of ability to earn money in the future resulting from the need to care or provide for their minor daughter, SAMANTHA ELENA GONZALEZ, because of her injury, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

66. As a further direct and proximate result of the carelessness and negligence of Defendant, VINCENT INTERNATIONAL, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have suffered and will continue to suffer the loss of SAMANTHA ELENA GONZALEZ's companionship and protection, society, love, affection, and solace of their daughter, SAMANTHA ELENA GONZALEZ, and have suffered and will continue to suffer mental pain and suffering.

WHEREFORE, the Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, demand judgment against the Defendant, VINCENT INTERNATIONAL DISTRIBUTING, INC., in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest and costs, which are prayed for in addition thereto.

COUNT IV
STRICT LIABILITY CLAIM
AGAINST DEFENDANT VINCENT INTERNATIONAL

Plaintiffs re-allege and reincorporate the allegations contained in paragraphs 1 - 27 as though fully set forth herein, and further state:

67. The Defendant, VINCENT INTERNATIONAL DISTRIBUTING, INC., was engaged in the business of distributing, marketing, and selling Vasconia brand pressure cookers (including the subject Pressure Cooker) and their component parts, which Defendant, VINCENT INTERNATIONAL, knew would be purchased and used by the general public.

68. The Defendant, VINCENT INTERNATIONAL, distributed and sold the subject Pressure Cooker involved in this action.

69. On September 14, 2015, the subject Pressure Cooker and its component parts were being used for the purposes for which they were intended and in a manner reasonably foreseeable to the Defendant, VINCENT INTERNATIONAL.

70. The Defendant, VINCENT INTERNATIONAL, distributed and sold the subject Pressure Cooker in a manner so as to render the subject Pressure Cooker defective and unsafe for its intended use, including, but not limited to:

- (i) Said Pressure Cooker was not reasonably fit for the uses intended or reasonably foreseeable by the Defendant, VINCENT INTERNATIONAL.
- (j) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker may fail to seal its lid thereby allowing contents to escape the pressure cooker while in operation and pressurized.
- (k) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker contained safety mechanisms that fail to secure the lid while the pressure cooker is in operation and pressurized.
- (l) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker fails to provide a safe lid-locking system and/or mechanism to prevent the pressure cooker from opening while the contents and cooker are under pressure.
- (m) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker fails to provide a safe lid-locking system and/or mechanism to prevent leakage of contents

from the pressure cooker while it is under pressure.

- (n) Said Pressure Cooker had a lid locking system, rubber sealing ring and other component parts that may fail to seal the pressure cooker and allow for contents to escape the cooker while in operation and pressurized.
- (o) Said Pressure Cooker lacked reasonable and adequate warnings to users of the pressure cooker as to its dangerous propensity.
- (p) Said Pressure Cooker was designed, manufactured and assembled using an unsafe plan or design and with materials, components, metals, plastics, and other parts which would cause or permit contents to escape the pressure cooker while in operation and pressurized.

71. The subject Pressure Cooker was defective when it left the possession of the Defendant, VINCENT INTERNATIONAL, and was expected to, and did reach, the operator/user/owner without substantial change in its condition.

72. The Defendant, VINCENT INTERNATIONAL, distributed and sold the subject Pressure Cooker in the defective and unsafe condition as afore-described and alleged, and which was the proximate cause of the incident afore-described and alleged, and, as a result, the Defendant, VINCENT INTERNATIONAL, is strictly liable in tort to the Plaintiffs.

73. As a direct and proximate result of the above-described conduct of Defendant, VINCENT INTERNATIONAL, and the above-described condition of the subject Pressure Cooker, the above-described incident occurred and the minor Plaintiff, SAMANTHA ELENA GONZALEZ, suffered permanent and severe injuries.

74. As a direct and proximate result of the actions of the Defendant, VINCENT INTERNATIONAL, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, was seriously injured in and about the body, limbs and upper and lower extremities, and suffered bodily injury, and resulting in pain and suffering, disability, disfigurement, physical impairment, inconvenience, mental anguish, loss of enjoyment of life, psychological and/or emotional

distress, or, in the alternative, the foregoing injuries thereby caused or contributed to cause an aggravation of a previous existing defect or infirmity; and as a direct result thereof, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past suffered and will in the future suffer great pain and anguish of body and mind, and loss of capacity for the enjoyment of life, all of which conditions are permanent and continuing in nature.

75. As a further direct and/or proximate result of the aforementioned carelessness, actions and conduct of the Defendant, VINCENT INTERNATIONAL, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries, as aforesaid.

76. As a further direct and/or proximate result of the aforementioned carelessness, action and conduct of the Defendant, VINCENT INTERNATIONAL, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past sustained, and will in the future sustain loss of earnings and earning capacity.

77. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, VINCENT INTERNATIONAL, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future incur medical, hospital, nursing care and related expenses for treatment obtained by LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, for their daughter, SAMANTHA ELENA GONZALEZ, or to be so obtained in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

78. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, VINCENT INTERNATIONAL, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ

and TIANA MARIE GONZALEZ, have in the past and will in the future suffer loss of the support and services, earnings, and earning ability of their daughter, SAMANTHA ELENA GONZALEZ, in the past and in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority; and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ have also sustained economic loss and loss of earnings in the past and will continue to sustain economic loss and loss of ability to earn money in the future resulting from the need to care or provide for their minor daughter, SAMANTHA ELENA GONZALEZ, because of her injury, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

79. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, VINCENT INTERNATIONAL, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have suffered and will continue to suffer the loss of SAMANTHA ELENA GONZALEZ's companionship and protection, society, love, affection, and solace of their daughter, SAMANTHA ELENA GONZALEZ, and have suffered and will continue to suffer mental pain and suffering.

WHEREFORE, the Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, demand judgment against the Defendant, VINCENT INTERNATIONAL DISTRIBUTING, INC., in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest and costs, which are prayed for in addition thereto.

COUNT V
NEGLIGENCE CLAIM AGAINST
DEFENDANT YVETTE BUTEAU TANIS

Plaintiffs re-allege and re-incorporate the allegations contained in paragraphs 1 - 27 as though fully set forth herein, and further state:

80. The Defendant, YVETTE BUTEAU TANIS, was engaged in the business of marketing, promoting, distributing and/or selling the Vasconia brand pressure cookers (including the subject Pressure Cooker) and its component parts, which Defendant, YVETTE BUTEAU TANIS, knew would be purchased and used by persons like the Plaintiffs and non-party Caridad Fernandez Reinaldo.

81. The Defendant, YVETTE BUTEAU TANIS, marketed, promoted, distributed, sold and/or placed into the stream of commerce the subject Pressure Cooker involved in this action.

82. The Defendant, YVETTE BUTEAU TANIS, knew, or, in the exercise of reasonable care, should have known, that said Pressure Cooker was not properly designed, manufactured, assembled, tested, inspected, and sold, and knew, or, in the exercise of reasonable care, should have known, that said Pressure Cooker and its components, created an unreasonable risk of harm to persons operating, using or being situated in the vicinity of the Pressure Cooker.

83. The Defendant, YVETTE BUTEAU TANIS, owed a duty to convey to consumers and users a fair and adequate warning of the dangerous characteristics of the subject Pressure Cooker so that the users and those in its vicinity, in the exercise of reasonable care, would have fair and adequate notice of the possible consequences of using the subject Pressure Cooker.

84. The Defendant, YVETTE BUTEAU TANIS, owed a duty to consumers and users to inspect the pressure cookers she distributes and/or sells, including the subject Pressure Cooker, and to distribute and/or sell pressure cookers which are reasonably safe for the consumers or users.

85. The Defendant, YVETTE BUTEAU TANIS, negligently distributed and/or sold said subject Pressure Cooker and its components in some and/or all of, but not limited to, the following respects:

- (a) Distributing and/or selling a pressure cooker which may fail to seal its lid thereby allowing contents to escape the pressure cooker while in operation.
- (b) Distributing and/or selling a pressure cooker which contains safety mechanisms that fail to secure the lid while the pressure cooker is in operation and pressurized.
- (c) Distributing and/or selling a pressure cooker that fails to provide a safe lid-locking system and/or mechanism to prevent the pressure cooker from opening while the contents and cooker are under pressure.
- (d) Distributing and/or selling a pressure cooker that fails to provide a safe lid-locking system and/or mechanism to prevent leakage of contents from the pressure cooker while it is under pressure.
- (e) Failing to provide reasonable and adequate warnings to users of the pressure cooker as to its dangerous propensity.
- (f) Selecting component parts for the pressure cooker which permit leakage of contents while the pressure cooker is under pressure, fail to secure the lid while the pressure cooker is under pressure and/or fail to lock the lid while the pressure cooker is under pressure.
- (g) Marketing the product in such a way as to mislead customers as to the safety of the product.
- (h) Failing to adequately and properly inspect the Pressure Cooker for any and all defects or dangers in the design, manufacture and/or component parts of the pressure cooker, when she knew or should have known that she was better suited and capable of conducting such inspection than her consumers.

86. As a direct and proximate result of the above-described carelessness and negligence of the Defendant, YVETTE BUTEAU TANIS, the above-described incident occurred and the minor Plaintiff, SAMANTHA ELENA GONZALEZ, suffered severe and permanent injuries as a result.

87. As a direct and proximate result of the actions of the Defendant, YVETTE BUTEAU TANIS, including the carelessness and negligence as set forth above, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, was seriously injured in and about the body, limbs and upper and lower extremities, and suffered bodily injury, and resulting in pain and suffering, disability, disfigurement, physical impairment, inconvenience, mental anguish, loss of enjoyment of life, psychological and/or emotional distress, or, in the alternative, the foregoing injuries thereby caused or contributed to cause an aggravation of a previous existing defect or infirmity; and as a direct result thereof, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past suffered and will in the future suffer great pain and anguish of body and mind, and loss of capacity for the enjoyment of life, all of which conditions are permanent and continuing in nature.

88. As a further direct and/or proximate result of the aforementioned carelessness and negligence of the Defendant, YVETTE BUTEAU TANIS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries, as aforesaid.

89. As a further direct and/or proximate result of the aforementioned carelessness and negligence of the Defendant, YVETTE BUTEAU TANIS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past sustained, and will in the future sustain loss of earnings and earning capacity.

90. As a further direct and proximate result of the carelessness and negligence of Defendant, YVETTE BUTEAU TANIS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future incur medical, hospital,

nursing care and related expenses for treatment obtained by LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, for their daughter, SAMANTHA ELENA GONZALEZ, or to be so obtained in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

91. As a further direct and proximate result of the carelessness and negligence of Defendant, YVETTE BUTEAU TANIS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future suffer loss of the support and services, earnings, and earning ability of their daughter, SAMANTHA ELENA GONZALEZ, in the past and in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority; and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ have also sustained economic loss and loss of earnings in the past and will continue to sustain economic loss and loss of ability to earn money in the future resulting from the need to care or provide for their minor daughter, SAMANTHA ELENA GONZALEZ, because of her injury, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

92. As a further direct and proximate result of the carelessness and negligence of Defendant, YVETTE BUTEAU TANIS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have suffered and will continue to suffer the loss of SAMANTHA ELENA GONZALEZ's companionship and protection, society, love, affection, and solace of their daughter, SAMANTHA ELENA GONZALEZ, and have suffered and will continue to suffer mental pain and suffering.

WHEREFORE, the Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, demand

judgment against the Defendant, YVETTE BUTEAU TANIS, in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest and costs, which are prayed for in addition thereto.

COUNT VI
STRICT LIABILITY CLAIM
AGAINST DEFENDANT YVETTE BUTEAU TANIS

Plaintiffs re-allege and re-incorporate the allegations contained in paragraphs 1 - 27 as though fully set forth herein, and further state:

93. The Defendant, YVETTE BUTEAU TANIS, was engaged in the business of marketing, promoting, distributing and/or selling the Vasconia brand pressure cookers (including the subject Pressure Cooker) and their component parts, which Defendant, YVETTE BUTEAU TANIS, knew would be purchased and used by persons like the Plaintiffs and non-party Caridad Fernandez Reinaldo.

94. The Defendant, YVETTE BUTEAU TANIS, marketed, promoted, distributed, sold and/or placed into the stream of commerce the subject Pressure Cooker involved in this action.

95. On September 14, 2015, the subject Pressure Cooker and its component parts were being used for the purposes for which they were intended and in a manner reasonably foreseeable to the Defendant, YVETTE BUTEAU TANIS.

96. The Defendant, YVETTE BUTEAU TANIS, marketed, promoted, distributed and/or sold the subject Pressure Cooker in a manner so as to render the subject Pressure Cooker defective and unsafe for its intended use, including, but not limited to:

(a) Said Pressure Cooker was not reasonably fit for the uses intended or reasonably foreseeable by the Defendant, YVETTE BUTEAU TANIS.

(b) Said Pressure Cooker was in a condition unreasonably dangerous to

the minor Plaintiff in that said Pressure Cooker may fail to seal its lid thereby allowing contents to escape the pressure cooker while in operation and pressurized.

- (c) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker contained safety mechanisms that fail to secure the lid while the pressure cooker is in operation and pressurized.
- (d) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker fails to provide a safe lid-locking system and/or mechanism to prevent the pressure cooker from opening while the contents and cooker are under pressure.
- (e) Said Pressure Cooker was in a condition unreasonably dangerous to the minor Plaintiff in that said Pressure Cooker fails to provide a safe lid-locking system and/or mechanism to prevent leakage of contents from the pressure cooker while it is under pressure.
- (f) Said Pressure Cooker had a lid locking system, rubber sealing ring and other component parts that may fail to seal the pressure cooker and allow for contents to escape the cooker while in operation and pressurized.
- (g) Said Pressure Cooker lacked reasonable and adequate warnings to users of the pressure cooker as to its dangerous propensity.
- (h) Said Pressure Cooker was designed, manufactured and assembled using an unsafe plan or design and with materials, components, metals, plastics, and other parts which would cause or permit contents to escape the pressure cooker while in operation and pressurized.

97. The subject Pressure Cooker was defective when it left the possession of the Defendant, YVETTE BUTEAU TANIS, and was expected to, and did reach, the operator/user/owner without substantial change in its condition.

98. The subject Pressure Cooker was defective, as alleged herein, when it was first placed into the stream of commerce.

99. The Defendant, YVETTE BUTEAU TANIS's, marketing, promoting, distribution and sale of the subject Pressure Cooker, which was defective and unsafe as afore-described and

alleged, was the proximate cause of the incident afore-described and alleged, and, as a result, the Defendant, YVETTE BUTEAU TANIS, is strictly liable in tort to the Plaintiffs.

100. As a direct and proximate result of the above-described conduct of Defendant, YVETTE BUTEAU TANIS, and the above-described condition of the subject Pressure Cooker, the above-described incident occurred and the minor Plaintiff, SAMANTHA ELENA GONZALEZ, suffered severe and permanent injuries as a result.

101. As a direct and proximate result of the actions of the Defendant, YVETTE BUTEAU TANIS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, was seriously injured in and about the body, limbs and upper and lower extremities, and suffered bodily injury, and resulting in pain and suffering, disability, disfigurement, physical impairment, inconvenience, mental anguish, loss of enjoyment of life, psychological and/or emotional distress, or, in the alternative, the foregoing injuries thereby caused or contributed to cause an aggravation of a previous existing defect or infirmity; and as a direct result thereof, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past suffered and will in the future suffer great pain and anguish of body and mind, and loss of capacity for the enjoyment of life, all of which conditions are permanent and continuing in nature.

102. As a further direct and/or proximate result of the aforementioned carelessness, actions and conduct of the Defendant, YVETTE BUTEAU TANIS, the minor Plaintiff, SAMANTHA ELENA GONZALEZ, has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries, as aforesaid.

103. As a further direct and/or proximate result of the aforementioned carelessness, action and conduct of the Defendant, YVETTE BUTEAU TANIS, the minor Plaintiff,

SAMANTHA ELENA GONZALEZ, has in the past sustained, and will in the future sustain loss of earnings and earning capacity.

104. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, YVETTE BUTEAU TANIS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future incur medical, hospital, nursing care and related expenses for treatment obtained by LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, for their daughter, SAMANTHA ELENA GONZALEZ, or to be so obtained in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

105. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, YVETTE BUTEAU TANIS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have in the past and will in the future suffer loss of the support and services, earnings, and earning ability of their daughter, SAMANTHA ELENA GONZALEZ, in the past and in the future, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority; and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ have also sustained economic loss and loss of earnings in the past and will continue to sustain economic loss and loss of ability to earn money in the future resulting from the need to care or provide for their minor daughter, SAMANTHA ELENA GONZALEZ, because of her injury, until such time as SAMANTHA ELENA GONZALEZ reaches the age of majority.

106. As a further direct and proximate result of the carelessness, actions and conduct of Defendant, YVETTE BUTEAU TANIS, the Plaintiffs, LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, have suffered and will continue to suffer the loss of SAMANTHA ELENA GONZALEZ's companionship and protection, society, love, affection, and solace of their


daughter, SAMANTHA ELENA GONZALEZ, and have suffered and will continue to suffer mental pain and suffering.

WHEREFORE, the Plaintiffs, SAMANTHA ELENA GONZALEZ, a minor by and through her parents and natural guardians, Luciel Gonzalez Fernandez and Tiana Marie Gonzalez, and LUCIEL GONZALEZ FERNANDEZ and TIANA MARIE GONZALEZ, individually, demand judgment against the Defendant, YVETTE BUTEAU TANIS, in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest and costs, which are prayed for in addition thereto.

DEMAND FOR JURY TRIAL

The Plaintiff in the above styled cause hereby demand a trial by jury of all of the issues triable by right.

Dated this 29th day of September, 2016.

By: /s/Michael A. Hersh
Kelley  Uustal Trial Attorneys
500 N. Federal Highway, Suite 200
Fort Lauderdale, Florida 33301
Telephone: (954) 522-6601
Fax: (954) 522-6608
Michael A. Hersh, Esquire
Florida Bar No. 0056019
Catherine C. Darlson, Esquire
Florida Bar No. 0112440
mah@kulaw.com
ccd@kulaw.com
dawn@kulaw.com

Attorneys for Plaintiffs