

**IN THE COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY FLORIDA**

CASE NO: 2016 CA 003963 F

JAMES LAURIA,

Plaintiff,

vs.

**THE VAPOR MASTER LLC, a Florida
Limited Liability Company, LUMEN
TACTICAL LLC d/b/a LONGHORN
TACTICAL LLC d/b/a NITECORE
STORE, Texas Limited Liability
Companies, and UVAPER, LLC, a
Washington Limited Liability Company**

Defendant.

COMPLAINT

Plaintiff, **JAMES LAURIA** ("LAURIA"), by and through undersigned counsel hereby sue Defendants, **THE VAPOR MASTER LLC**, a Florida Limited Liability Company ("VAPOR MASTER"), **LUMEN TACTICAL LLC d/b/a LONGHORN TACTICAL LLC, d/b/a NITECORE STORE**, Texas Limited Liability Companies (collectively referred to as "NITECORE"), and **UVAPER, LLC**, a Washington Limited Liability Company, ("UVAPER") and in support thereof states:

JURISDICTION AND VENUE

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000) exclusive of interest, costs and attorneys' fees.

2. Plaintiff, JAMES LAURIA, (“LAURIA”) is and has been a resident of Santa Rosa Beach, Walton County, Florida.
3. Defendant, THE VAPOR MASTER (“VAPOR MASTER”) is a Florida Limited Liability Company with its principal place of business in Okaloosa County at 815 Harbor Blvd. Destin, FL 32541.
4. Defendant, VAPOR MASTER’s registered agent for service is Anthony Ciurleo located at 201 Twin Lakes Lane Destin, FL 32341.
5. Defendant, VAPOR MASTER is in the business of supplying, selling, importing, and distributing e-cigarette vaporizer’s and its component parts including but not limited to the “Aspire Atlantis 2” sub-ohm tank atomizer and the “Infinite Skeleton Key Mod,” (Collectively referred to as “subject vaporizer”) the “Nitecore Digicharger D4” charger (“subject charger”), and “CLR D 3.7v 2800 mAh 18650 35 A” battery (“subject battery”) that are the subject of this lawsuit.
6. Defendant, NITECORE STORE (“NITECORE”) is a Texas Limited Liability Company with its principal place of business located at 2000 Windy Terrace Austin, TX 78726.
7. Defendant NITECORE’s registered agent for service is Jiayu Jiang located at 10107 Glencarrie Ln. Austin, TX 78750.
8. Defendant, NITECORE is a US Wholesale Distributor is in the business of supplying, selling, importing, and distributing e-cigarette component parts, including but not limited to the “Nitecore Digicharger D4” charger that is the subject of this lawsuit.
9. Defendant, UVAPER, LLC (“UVAPER”) is a Washington Limited Liability Company with its principal address located at 19620 Russell Rd. Kent, WA 98032.

10. Defendant, UVAPER's registered agent for service is Eun Jeong Yoon located at 19620 Russell Rd. Kent, WA 98032.
11. Defendant, UVAPER is the authorized U.S. Distributor for Aspire products manufactured by the Chinese company Shenzhen Eigate Technology Co., Ltd. and is in the business of supplying, selling, importing, and distributing e-cigarette components parts, including but not limited to the "Aspire Atlantis 2" sub-ohm tank atomizer, the "Infinite Skeleton Key Mod," the "Nitecore Digicharger D4" charger, and "CLRD 3.7v 2800 mAH 18650 35 A" battery that are the subject of this lawsuit.
12. Shenzhen Eigate Technology Co., Ltd. is the Chinese manufacturer of e-cigarette component parts, including but not limited to the "Aspire Atlantis" sub-ohm tank atomizer component part of the subject vaporizer that is the subject of this lawsuit.
13. Shenzhen Infinite Technology Co., Ltd. is the Chinese manufacturer of e-cigarette component parts, including but not limited to the "Infinite Skeleton Key Mod" of the e-cigarette vaporizer that is the subject of this lawsuit.
14. Shenzhen Fest Technology Co., LTD, d/b/a Shenzhen E-Fire Technology Development Co., Ltd., d/b/a "E-fest" d/b/a "E-fest Power" is the Chinese manufacturer e-cigarette component parts, including but not limited to the "CLRD 3.7v 2800mAH 18650 35 A" battery that is the subject of this lawsuit.
15. SYSMAX Industry Co., Ltd. is the Chinese manufacturer of e-cigarette component parts, including but not limited to the "Nitecore Digicharger D4" charger that is the subject of this lawsuit.
16. Defendants Vapor Master, Nitecore, and Uvaper submitted to the jurisdiction of this Court by doing personally or through their agents the following acts:

- a. Committing a tortious act within this state by selling and delivering defective products to persons, firms, or corporations in this state via its distributors, dealers, wholesalers, and brokers. These defective products were used by consumers in Florida in the ordinary course of commerce and trade;
 - b. Conducting and engaging in substantial business and other activities in Florida by selling products to persons, firms, or corporations in this state via its distributors, wholesalers, dealers, and brokers. Such products were used by consumers in Florida in the ordinary course of commerce and trade;
 - c. The acts and omissions of Defendants Vapor Master, Nitecore, and Uvaper caused injury to the Plaintiff while in Florida. At or about the time the Plaintiff was injured the Defendants engaged in solicitation activities in Florida to promote sale, consumption, use, maintenance, and/or repair of their products; and
 - d. Selling products with knowledge or reason to foresee that these products would be shipped in interstate commerce and would reach the market of Florida users or consumers.
17. The incident giving rise to this complaint took place in Santa Rosa Beach, Okaloosa County, Florida.

BACKGROUND

18. Electronic cigarettes (“e-cigarettes”) are battery operated devices that deliver nicotine through flavoring and other chemicals to users in the form of vapor instead of smoke.¹
19. E-cigarettes are designed to simulate the act of smoking traditional tobacco with less of the toxic chemicals produced as a byproduct of burning tobacco leaves.²

¹ See generally, May 2016, <https://www.drugabuse.gov/publications/drugfacts/electronic-cigarettes-e-cigarettes>.

² See *Id.*

20. E-cigarettes have become increasingly popular as smoking-cessation aids, and many believe that it helps smokers lower their nicotine cravings while simultaneously discontinuing their tobacco use.³
21. LAURIA started using e-cigarettes in early 2014 believing them to be a safe alternative to smoking in an attempt to eventually quit cigarettes.
22. On June 7, 2015 LAURIA went to the Vapor Master store, owned and operated by VAPOR MASTER, with the intention to purchase a vaporizer.
23. LAURIA arrived at the store unfamiliar with vaporizers and sought the consultation, help and advice of VAPOR MASTER's store employees.
24. It was recommended to LAURIA, by a VAPOR MASTER employee, that he purchase the "Infinite Skeleton Key" mod (Exhibit A – copy of the receipt; Exhibit B – pictures of Infinite Skeleton Key Mod), as well as the "CLRD 3.7v 2800mAH 18650 35A" battery. (Exhibit C - Picture of Spare Battery Identical to Subject Battery).
25. The "Infinite Skeleton Key" is a cheap, inferior imitation, or "clone" of a quality hybrid mod, manufactured and imported from China, that lacks adequate venting for battery and contained no instructions or warnings.
26. On June 23, 2015, LAURIA returned to Defendant VAPOR MASTER's store to purchase a new e-cigarette vaporizer tank as well as an e-cigarette vaporizer battery charger.
27. A VAPOR MASTER employee recommended that LAURIA purchase the "Nitecore Digicharger D4" charger in combination with the "Aspire Atlantis 2" sub-ohm atomizer. (Exhibit D – Pictures of Subject Charger Box; Exhibit E – Pictures of Subject Charger; Exhibit F – Picture of Aspire Atlantis 2 sub-ohm atomizer).

³ See *Id.*

28. LAURIA was advised and instructed by a VAPOR MASTER employee of the correct battery to be used with LAURIA's prior purchases.
29. Following the purchase LAURIA read the only instructions which were provided to him (the instruction manual for the subject charger); however, the subject vaporizer and/or subject battery did not include any warnings. (Exhibit G – Copy of Subject Charger Manual).
30. On the morning of July 29, 2015 LAURIA awoke and went to work as usual at the Beach House, a Wyndham Resort in Destin, Florida where he worked as a concierge.
31. LAURIA took a break at approximately 11:00 am. LAURIA was using his e-cigarette vaporizer in its intended fashion when suddenly and without warning, the subject vaporizer exploded in his mouth. (Exhibit H - Photos of exploded subject battery).
32. The battery explosion and concurrent fire caused extensive damage to LAURIA, including but not limited to puncturing the palette in the roof of his mouth leaving a gaping hole all the way through to his nasal cavity, jamming teeth through his gum, fracturing teeth, burning his left hand which was holding the vaporizer, fracturing his hand and his C-5 vertebrae, burning the left side of his face and chest area, and scratching his left eye from flying debris from the explosion.
33. LAURIA was transported to Sacred Heart Hospital in Destin, FL where he was intubated because his esophagus was so swollen from the explosion; he could not breathe on his own. LAURIA was later told he was almost minutes from dying.
34. Due to a lack of trauma and burn treatment facilities at Sacred Heart Hospital, once he was stabilized and cleaned up, LAURIA was being transported to Pensacola when a

thunderstorm grounded the flight and the emergency room team decided that he should be air lifted to University of Alabama at Birmingham (“UAB”) trauma and burn unit.

35. While at UAB, LAURIA was treated for his extensive injuries. (Exhibit I – Compilation of pictures of LAURIA’s injuries while in the hospital).
36. As a result of the battery explosion and concurrent fire from the subject vaporizer and its component parts, LAURIA sustained severe, permanent and life-altering injuries to his back, hands, face, and mouth.

COUNT I

STRICT LIABILITY AGAINST VAPOR MASTER

37. All preceding paragraphs are incorporated by reference as if stated fully herein.
38. Defendant VAPOR MASTER is engaged in the business of assembling, testing, instructing, warning, distributing, supplying and/or selling vaporizing products to the public, including selling the subject vaporizer and its component parts to LAURIA.
39. Defendant VAPOR MASTER placed the subject vaporizer and its component parts for sale in its store with knowledge that it would be used without inspecting for dangers or defects. Defendant VAPOR MASTER knew or should have known that the ultimate users, operators or consumers would not or could not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.
40. The subject vaporizer and its component parts were defective and unreasonably dangerous to the ultimate operators or consumers when sold and distributed by Defendant VAPOR MASTER in the following ways:
 - a. The subject battery failed to operate, as an ordinary consumer would expect;
 - b. The subject vaporizer failed to operate, as an ordinary consumer would expect;

- c. The subject charger failed to operate, as an ordinary consumer would expect;
- d. The subject battery was marketed, advertised assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to heat and catch fire during normal and foreseeable conditions;
- e. The subject vaporizer was marketed, advertised assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject vaporizer had an unreasonable propensity to cause subject battery to heat and catch fire during normal and foreseeable conditions;
- f. The subject charger marketed, advertised assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject charger over charged the battery, creating an unreasonable propensity to cause the subject battery to heat and catch fire during normal and foreseeable conditions;
- g. The subject battery was marketed, advertised assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- h. The subject vaporizer was marketed, advertised assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject vaporizer had an unreasonable propensity to explode during normal and foreseeable conditions;

- i. The subject charger was marketed, advertised assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- j. The subject battery was defectively tested, assembled, distributed, supplied and/or sold, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- k. The subject vaporizer was defectively assembled, distributed, and/or sold, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- l. The subject charger was defectively designed, manufactured, assembled, distributed, and/or sold, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- m. The subject battery was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein;
- n. The subject vaporizer was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein;
and
- o. The subject charger was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.

41. At the time of the subject incident, the subject battery, subject vaporizer, and subject charger were in substantially the same condition as when sold and distributed by Defendant, VAPOR MASTER.
42. For the reasons set forth above the subject battery, subject vaporizer, and subject charger were unreasonably dangerous to foreseeable users including LAURIA.
43. As a direct and proximate result of the foregoing negligence of Defendant VAPOR MASTER, LAURIA sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experience in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **JAMES LAURIA** demands judgment against the Defendant **THE VAPOR MASTER LLC**, for damages costs interest and other such relief this Court deems just.

COUNT II

NEGLIGENCE AGAINST VAPOR MASTER

44. All preceding paragraphs are incorporated by reference as if stated fully herein.
45. Defendant VAPOR MASTER knew or in the exercise of due care should have known that subject battery, subject vaporizer, and subject charger would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including LAURIA. Defendant VAPOR MASTER was under a duty to properly and adequately design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery, subject vaporizer, and subject charger in a reasonably safe condition as not to present a danger to members of the general public

who reasonably and expectedly, under ordinary circumstances, would come into contact with it, including LAURIA.

46. Defendant VAPOR MASTER breached the duty owed to LAURIA by negligently designing, manufacturing, assembling, testing, instructing, warning, distributing, supplying and/or selling the subject vaporizer, subject battery, and subject charger when it was not in a reasonably safe condition for foreseeable use, as follows:

- a. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery in such a condition so that it would operate safely as a reasonable consumer would expect;
- b. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject vaporizer in such a condition so that it would operate safely as a reasonable consumer would expect;
- c. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject charger in such a condition so that it would operate safely as a reasonable consumer would expect;
- d. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery in such a manner that it would not spontaneously explode;
- e. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject vaporizer in such a manner that it would not spontaneously explode;

- f. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject charger in such a manner that it would not spontaneously explode;
- g. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery in such a manner that it would not spontaneously heat and catch fire;
- h. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject vaporizer in such a manner that it would not spontaneously heat and catch fire;
- i. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject charger in such a manner that it would not spontaneously heat and catch fire;
- j. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject battery to alert users of the dangerous conditions described herein;
- k. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject vaporizer to alert users about the dangerous conditions described herein;
- l. Failing to provide reasonable and adequate warnings to the suppliers, purchasers, and users of the subject charger to alert users about the dangerous conditions described herein; and
- m. Negligently providing incorrect recommendations and advice to LAURIA regarding the combination of the various vaporizer component parts and their use.

47. The negligence described above directly and proximately caused the incident and injuries sustained by LAURIA in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.

48. As a direct and proximate result of the foregoing negligence of Defendant VAPOR MASTER, LAURIA sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experience in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **JAMES LAURIA**, demands judgment against Defendant, **THE VAPOR MASTER LLC**, for damages, costs, interest and such other relief as this Court deems just.

COUNT III

VAPOR MASTER'S VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

49. All preceding paragraphs are incorporated by reference as if stated fully herein.

50. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce..." Fla. Stat. § 501.204(1). Defendant VAPOR MASTER participated in unfair and deceptive trade practices that violated the FDUTPA, as more fully described herein.

51. Defendant VAPOR MASTER engaged in unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the defective and/or deceptive batteries

vaporizers, chargers and their component parts in violation of The Florida Deceptive and Unfair Trade Practices Act.

52. Defendant VAPOR MASTER's misrepresentations and omissions regarding the purported safety and reliability of the defective and/or deceptive subject battery, subject vaporizer, and subject charger were likely to deceive a reasonable purchaser, like LAURIA, and the information would have been material to a reasonable purchaser.
53. Defendant VAPOR MASTER engaged in these fraudulent and deceptive trade practices in furtherance of its business.
54. Had LAURIA known that the subject battery, subject vaporizer, and subject charger posed a significant safety and life-threatening defect, he would not have purchased them.
55. As a direct and proximate cause result of Defendant VAPOR MASTER'S violations of the FDUPTA, LAURIA suffered actual damages.
56. Defendant VAPOR MASTER'S conduct constitutes unconscionable acts or practices, and unfair or deceptive practices in violation of Fla. Stat. § 501.204(1), and this Court should award Plaintiffs their costs and attorneys' fees pursuant to Fla. Stat. § 501.2105.

WHEREFORE, Plaintiff, **JAMES LAURIA** demands judgment against Defendant, **THE VAPOR MASTER LLC**, for damages, costs, interest and attorneys' fees pursuant to Fla. Stat. § 501.2105, and for such other and further relief as this Court deems just and proper.

COUNT IV

STRICT LIABILITY AGAINST LUMEN TACTICAL LLC, LONGHORN TACTICAL LLC, AND NITECORE STORE LLC (COLLECTIVELY NITECORE)

57. All paragraphs are incorporated by reference as if stated fully herein.
58. Defendants NITECORE are engaged in the business of designing, manufacturing, assembling, testing, instructing, warning, distributing, supplying and/or selling

vaporizing products to the public, including the subject charger which caused injury LAURIA.

59. Defendants NITECORE placed the subject charger into the stream of commerce with knowledge that it would be used without inspecting for dangers or defects. Defendants NITECORE knew or should have known that the ultimate users, operators or consumers would not or could not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.
60. The subject charger was defective and unreasonably dangerous to the ultimate users or consumers when designed, manufactured, assembled, tested, distributed, supplied, and/or sold and placed into the stream of commerce by Defendants NITECORE in the following ways:
 - a. The subject charger failed to operate, as an ordinary consumer would expect;
 - b. The subject charger was designed, manufactured, assembled, tested, distributed, supplied, and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject charger a had an unreasonable propensity to cause the subject battery to overheat and catch fire during normal and foreseeable conditions;
 - c. The subject charger was designed, manufactured, assembled, tested, distributed, supplied, and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject charger had an unreasonable propensity to cause the subject battery to explode during normal and foreseeable conditions;

- d. The subject charger was defectively designed, manufactured, assembled, tested, distributed, supplied, and/or sold,, in that the subject charger failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein; and
 - e. The subject charger was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.
61. At the time of the subject incident, the subject charger was in substantially the same condition as when designed, manufactured, assembled, tested, distributed, supplied, and/or sold and placed into the stream of commerce by Defendants NITECORE.
62. For the reasons set forth above the subject charger was unreasonably dangerous to foreseeable users including LAURIA.
63. As a direct and proximate result of the foregoing negligence of Defendants NITECORE, LAURIA sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experience in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **JAMES LAURIA** demands judgment against the Defendants **LUMEN TACTICAL LLC, LONGHORN TACTICAL LLC, AND NITECORE STORE LLC** for damages costs interest and other such relief this Court deems just.

COUNT V

NEGLIGENCE AGAINST DEFENDANTS NITECORE

64. All preceding paragraphs are incorporated by reference as if stated fully herein.

65. Defendants NITECORE knew or in the exercise of due care should have known that the subject charger and its component parts would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including LAURIA. Defendants NITECORE were under a duty to properly and adequately design, manufacture, assemble, test, distribute, supply, and/or sell the subject charger in a reasonably safe condition as not to present a danger to members of the general public who reasonably and expectedly, under ordinary circumstances, would come into contact with it, including LAURIA.
66. Defendants NITECORE breached the duty owed to LAURIA by negligently designing, manufacturing, assembling, testing, distributing, supplying and/or selling the subject charger when it was not in a reasonably safe condition for foreseeable use, as follows:
- a. Failing to design, manufacture, assemble, test, distribute, supply, and/or sell the subject charger in such a condition so that it would operate as safely as a reasonable consumer would expect;
 - b. Failing to design, manufacture, assemble, test, distribute, supply, and/or sell the subject charger in such a manner that it would not cause the device to explode;
 - c. Failing to design, manufacture, assemble, test, distribute, supply, and/or sell the subject charger in such a manner that it would not spontaneously heat and catch fire; and
 - d. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject charger to alert users about the dangerous conditions described herein.

67. The negligence described above directly and proximately caused the incident and injuries sustained by LAURIA in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.
68. As a direct and proximate result of the foregoing negligence of Defendants NITECORE, LAURIA sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experience in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **JAMES LAURIA** demands judgment against the Defendants **LUMEN TACTICAL LLC, LONGHORN TACTICAL LLC, AND NITECORE STORE LLC** for damages costs interest and other such relief this Court deems just.

COUNT VI

STRICT LIABILITY AGAINST DEFENDANT UVAPER

69. All paragraphs are incorporated by reference as if stated fully herein.
70. Defendant UVAPER is engaged in the business of designing, manufacturing, assembling, testing, instructing, warning, distributing, supplying and/or selling vaporizing products to the public, including the subject vaporizer and its component parts which caused injury LAURIA.
71. Defendant UVAPER placed the subject vaporizer, the subject battery, and the subject charger and their component parts into the stream of commerce with knowledge that it would be used without inspecting for dangers or defects. Defendant UVAPER knew or should have known that the ultimate users, operators or consumers would not or could

not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.

72. The subject vaporizer, subject battery, subject charger and their component parts were defective and unreasonably dangerous to the ultimate users or consumers when designed, manufactured, assembled, tested, distributed, supplied and/or sold and placed into the stream of commerce by Defendant UVAPER in the following ways:

- a. The subject battery failed to operate, as an ordinary consumer would expect;
- b. The subject vaporizer failed to operate, as an ordinary consumer would expect;
- c. The subject charger failed to operate, as an ordinary consumer would expect;
- d. The subject battery was designed, manufactured, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to heat and catch fire during normal and foreseeable conditions;
- e. The subject vaporizer was designed, manufactured, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject vaporizer had an unreasonable propensity to cause subject battery to heat and catch fire during normal and foreseeable conditions;
- f. The subject charger was designed, manufactured, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject charger over charged the battery, creating an unreasonable propensity to cause the subject battery to heat and catch fire during normal and foreseeable conditions;

- g. The subject battery was designed, manufactured, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- h. The subject vaporizer was designed, manufactured, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject vaporizer had an unreasonable propensity to explode during normal and foreseeable conditions;
- i. The subject charger was designed, manufactured, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition such that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- j. The subject battery was defectively designed, manufactured, assembled, distributed, and sold, , in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- k. The subject vaporizer was defectively designed, manufactured, assembled, distributed, and sold,, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- l. The subject charger was defectively designed, manufactured, assembled, distributed, and sold, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;

- m. The subject battery was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein;
 - n. The subject vaporizer was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein;
and
 - o. The subject charger was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.
73. At the time of the subject incident, the subject vaporizer, subject battery, and subject charger were in substantially the same condition as when designed, manufactured, assembled, tested, distributed, supplied and/or sold and placed into the stream of commerce by Defendant UVAPER.
74. For the reasons set forth above the subject vaporizer, subject battery, and subject charger and their component parts were unreasonably dangerous to foreseeable users including LAURIA.
75. As a direct and proximate cause of the foregoing conduct of Defendant UVAPER, LAURIA sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experience in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **JAMES LAURIA**, demands judgment against the Defendant **UVAPER LLC**, for damages costs interest and other such relief this Court deems just.

COUNT VII
NEGLIGENCE AGAINST UVAPER

76. All preceding paragraphs are incorporated by reference as if stated fully herein
77. Defendant UVAPER knew or in the exercise of due care should have known that the subject battery, subject vaporizer, and subject charger would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including LAURIA. Defendant UVAPER was under a duty to properly and adequately design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery, subject vaporizer, and subject charger in a reasonably safe condition as not to present a danger to members of the general public who reasonably and expectedly, under ordinary circumstances, would come into contact with it, including LAURIA.
78. Defendant UVAPER breached the duty owed to LAURIA by negligently designing, manufacturing, assembling, testing, instructing, warning, distributing, supplying and/or selling the subject vaporizer, subject battery, and subject charger when it was not in a reasonably safe condition for foreseeable use, as follows:
- a. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery in such a condition so that it would operate safely as a reasonable consumer would expect;
 - b. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject vaporizer in such a condition so that it would operate safely as a reasonable consumer would expect;

- c. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject charger in such a condition so that it would operate safely as a reasonable consumer would expect;
- d. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery in such a manner that it would not spontaneously explode;
- e. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject vaporizer in such a manner that it would not spontaneously explode;
- f. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject charger in such a manner that it would not spontaneously explode;
- g. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject battery in such a manner that it would not spontaneously heat and catch fire;
- h. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject vaporizer in such a manner that it would not spontaneously heat and catch fire;
- i. Failing to design, manufacture, assemble, test, instruct, warn, distribute, supply and/or sell the subject charger in such a manner that it would not spontaneously heat and catch fire;

- j. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject battery to alert users of the dangerous conditions described herein;
 - k. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject vaporizer to alert users about the dangerous conditions described herein; and
 - l. Failing to provide reasonable and adequate warnings to the suppliers, purchasers, and users of the subject charger to alert users about the dangerous conditions described herein.
79. The negligence described above directly and proximately caused the incident and injuries sustained by LAURIA in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.
80. As a direct and proximate result of the foregoing negligence of Defendant UVAPER, LAURIA sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of hospitalization, expense of medical care and treatment in the past and to be experience in the future, lost wages in the past and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **JAMES LAURIA**, demands judgment against the Defendant **UVAPER LLC**, for damages costs interest and other such relief this Court deems just.

JURY DEMAND

Plaintiff, **JAMES LAURIA** hereby demands a jury trial on all issues so triable.

WHEREFORE, Plaintiff, JAMES LAURIA demands judgment against Defendants, VAPOR MASTER LLC, LUMEN TACTICAL LLC d/b/a LONGHORN TACTICAL LLC d/b/a NITECORE STORE LLC, and UVAPER LLC, for pre-judgment interest as allowed by law; post-judgment interest as allowed by law; actual damages; cost of suit; and such other relief, at law or equity, to which Plaintiff may be justly entitled.

RESPECTFULLY submitted this 4th day of November, 2016.



HARRIS I. YEGELWEL, ESQUIRE

FSB#: 124285

Morgan & Morgan, P.A.

20 N. Orange Avenue Suite 1600

Orlando, FL 32801

Telephone Phone: (407) 418-2081

Facsimile: (407) 245-3392

Primary email: hyegelwel@forthepeople.com

Secondary email: plarue@forthepeople.com

Attorneys for Plaintiff

T. MICHAEL MORGAN, ESQUIRE

FSB#: 0062229

Morgan & Morgan, P.A.

20 N. Orange Avenue

Suite 1600

Orlando, FL 32801

Telephone Phone: (407) 244-3214

Facsimile: (407) 641-5846

Primary email: mmorgan@forthepeople.com

Secondary email: plarue@forthepeople.com

Attorneys for Plaintiffs

AND

RICHARD D. STRATTON

FSB#: 529125

Beasley, Allen, Crow, Methvin, Portis & Miles,
P.C.

Post Office Box 4160

Montgomery, AL 36103-4160

Telephone Phone: (334) 269-2343

Facsimile: (334) 954-7555

Primary email: rick.stratton@beasleyallen.com

Secondary email: sandra.walters@beasleyallen.com

Attorneys for Plaintiff

EXHIBIT "A"

From: Your Receipt <receipts@shopkeep.com>
Date: June 7, 2015 at 7:10:50 PM CDT
To: jlauria@student.gsu.edu
Subject: Your receipt from Vapor Master



Thank you so much

Remember.. buy 10 bottles. get 1 free

Vapor Master

Order #1-270 Jun 7, 2015, 7:10 PM
Sale for J. Lauria Served by Tony
Transaction #0909390106071518312

1 x Skeleton key mod	85.00 T
Discount	-5.00
5 x Nautilus Coils (4.25)	21.25 T

Subtotal	106.25
Total Discount	-5.00
Tax	6.08
Total	107.33

VISA 7189	107.33
Name	LAURIA/ JAMES
Approval Code	083689

Amount	107.33
Total Charged	107.33

I agree to pay the above total amount according to the card issuer agreement.

Signature _____

816 Harbor Blvd
Destin, FL 32541
United States
(860)660-6330
Thevapormasters@gmail.com

EXHIBIT "B"

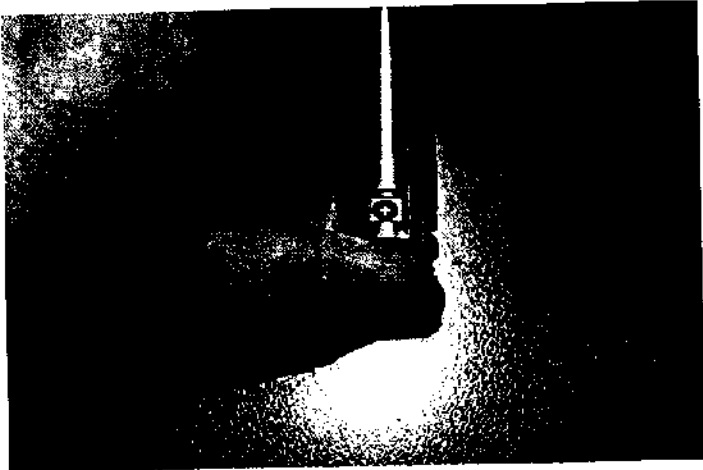
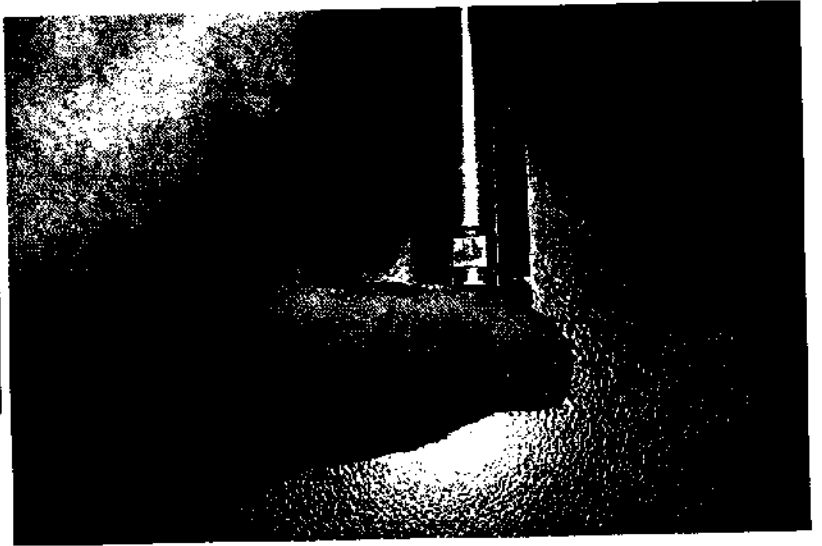
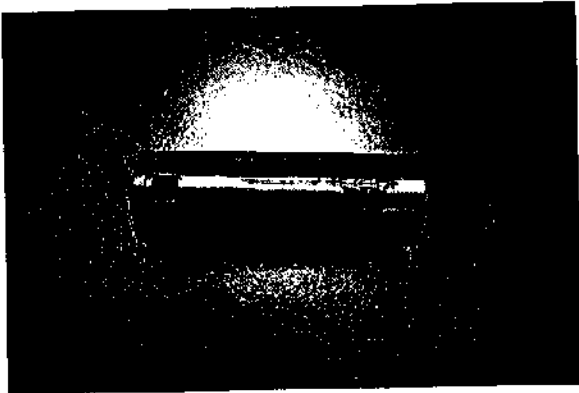


EXHIBIT "C"

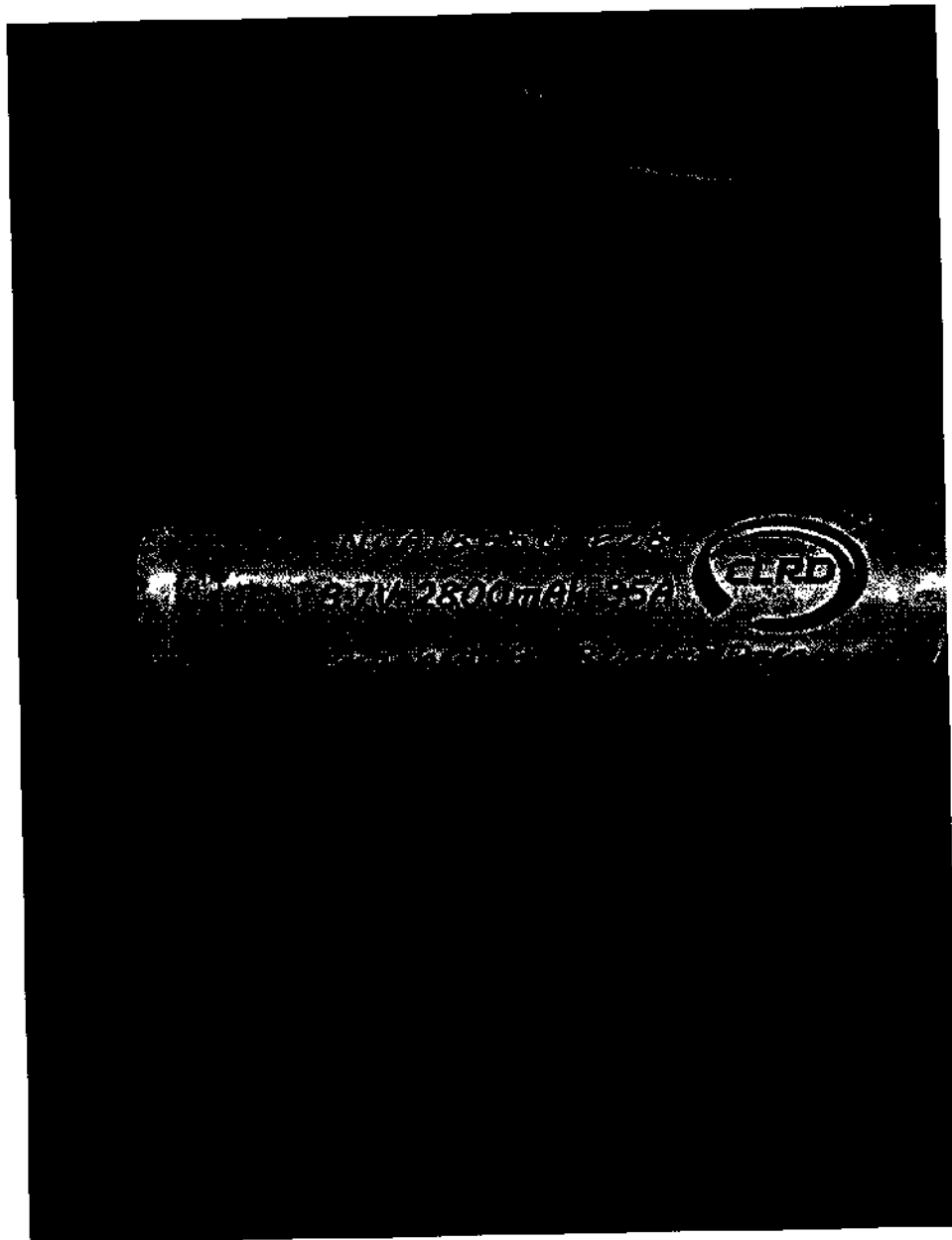
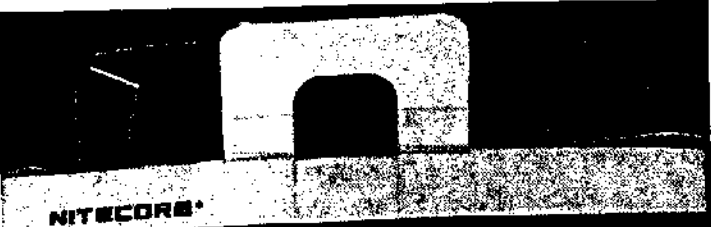
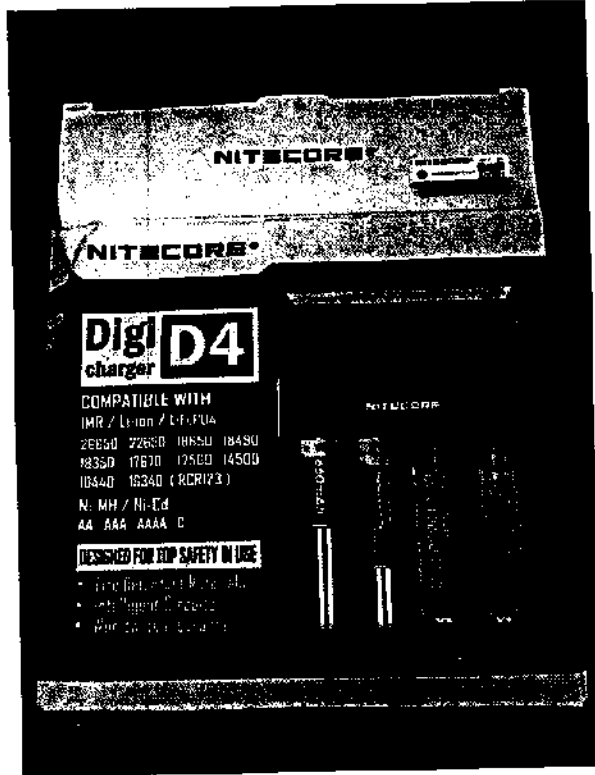


EXHIBIT "D"




FEATURES

- ◆ The most advanced technology
- ◆ Fast charging speed and maximum capacity
- ◆ Long life cycle performance
- ◆ Fully automatic charging detection
- ◆ Intelligent protection for over-charging and over-temperature
- ◆ Accurate and reliable capacity measurement
- ◆ Low internal resistance and high current output
- ◆ High efficiency and low self-heating
- ◆ Safe and reliable
- ◆ Charge/Discharge/Storage/Power/Check/Overcharge/Over-temperature/Short-circuit protection
- ◆ Wide temperature range
- ◆ Multiple protection functions
- ◆ Small size and light weight
- ◆ High reliability
- ◆ High safety
- ◆ High accuracy
- ◆ High precision
- ◆ High performance
- ◆ High efficiency
- ◆ High reliability

INTRODUCTION

The Nitecore Digicharger D4 is a multi-bay charger for Ni-MH, Ni-Cd, Ni-Td, Li-ion, and Li-Poly batteries. It features an intelligent LCD display and a built-in LCD display to show the charging progress and battery status. The Digicharger D4 is designed for EIP safety in use and is compatible with various battery models. It is a multi-bay charger with four slots for batteries. The Digicharger D4 is a high-quality product with advanced technology and high reliability. It is designed for EIP safety in use and is compatible with various battery models. It is a multi-bay charger with four slots for batteries.



SUNSKY Industry Co., Ltd.

EXHIBIT "E"

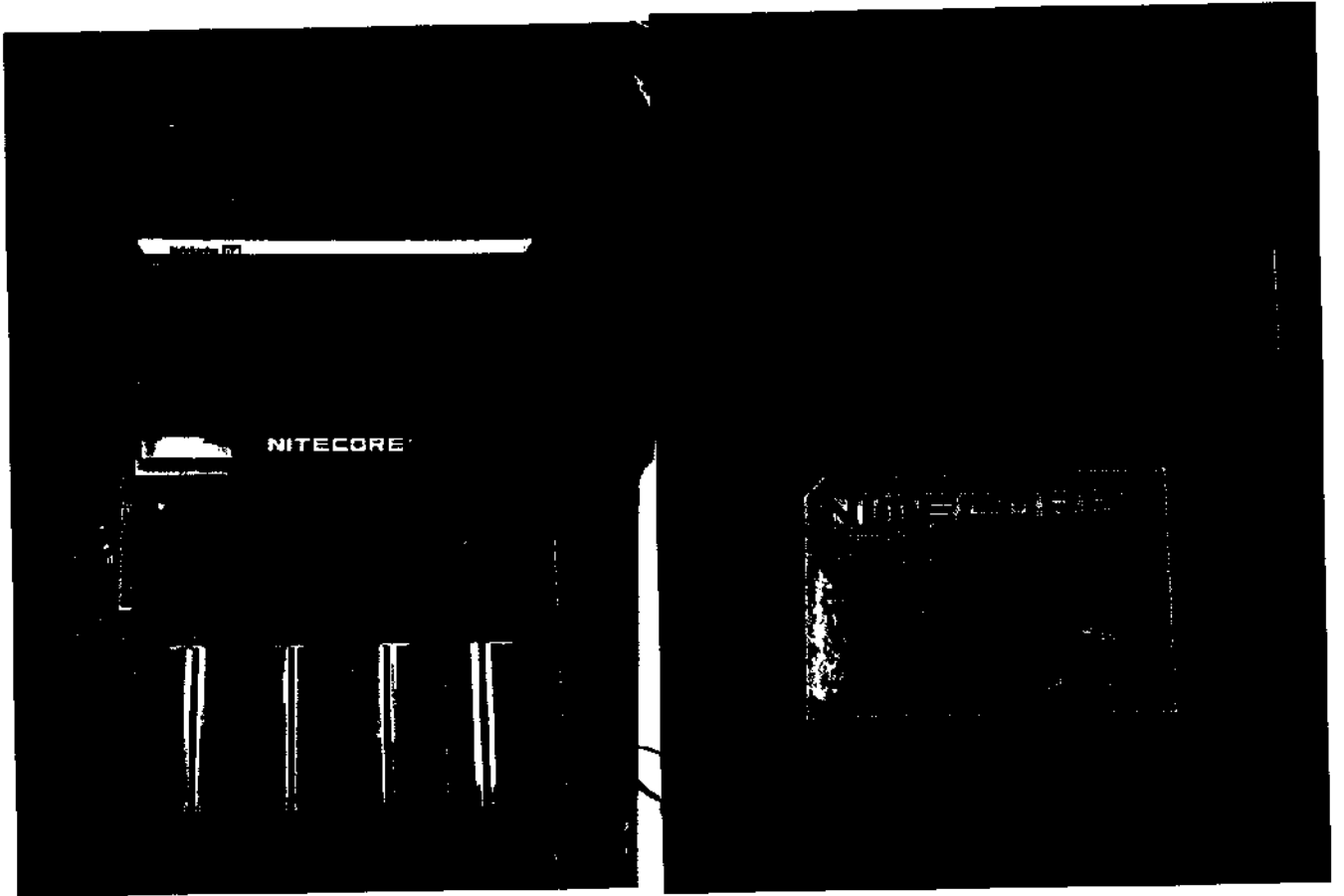


EXHIBIT "F"

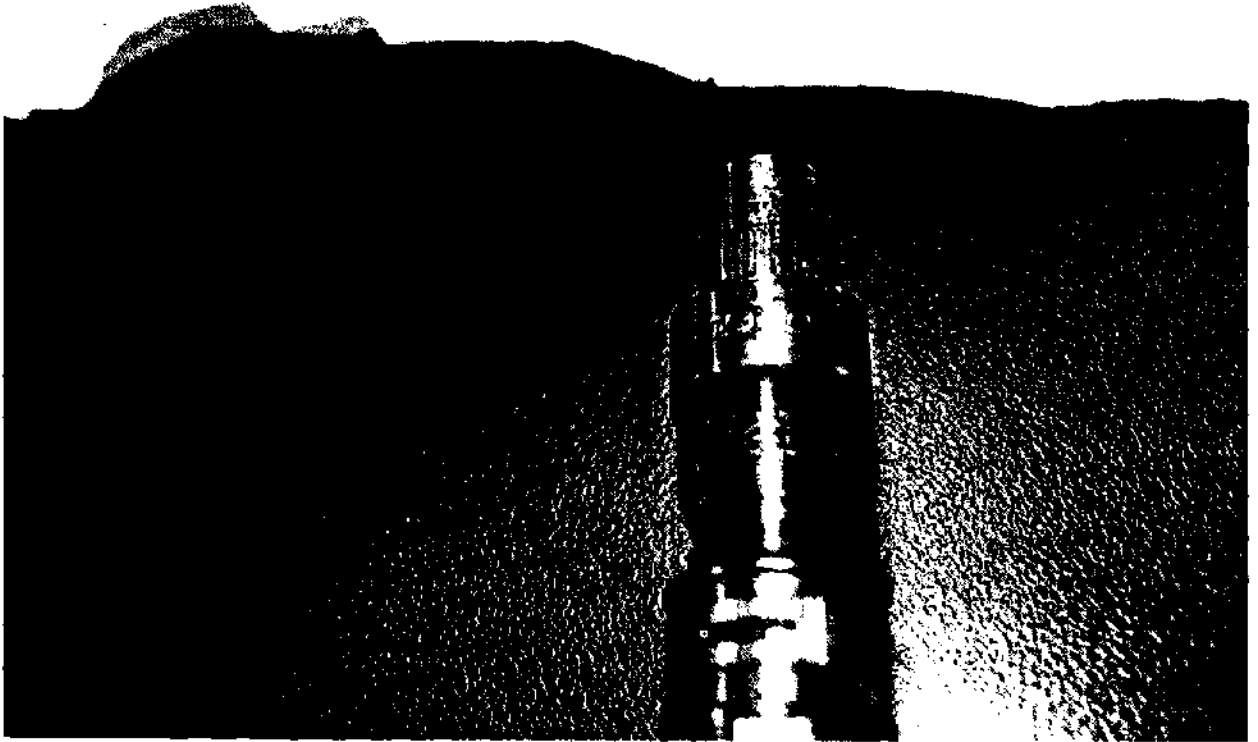


EXHIBIT "G"

NITECORE®
The All-Round Flashlight Expert

Digicharger D4 User Manual

The Nitecore D4 is a universal smart charger compatible with almost all cylindrical rechargeable batteries, thus eliminating the need to own several chargers. The D4 automatically detects Li-Ion, Ni-MH and Ni-Cd batteries, and through manual selection is also capable of charging LiFePO4 batteries. Intelligent charging circuitry selects the optimal charging mode (CC, CV and dV/dt) for a given battery and each of the D4's four microcomputer-controlled charging slots then monitors and charges the battery independently. Furthermore, an integrated digital LCD screen clearly displays charging progress, voltage, current and time while an intelligent automatic power-off function terminates current when charging is complete.

The Nitecore D4: The world's most advanced fully-automatic digital charger. It's as simple as insert, detect and charge.

Features

- Capable of charging 4 batteries simultaneously
- Each of the four battery slots monitors and charges independently
- Compatible with and identifies Li-Ion (22650, 18650, 17570, 18490, 17500, 18350, 18340 (RCR123), 14500, 10440, 18440, 18440 and Ni-Cd (AA, AAA, AAAA, C) rechargeable batteries.
- Optimized charging design for NiMH batteries
- Integrated LCD panel clearly displays charging parameters and progress
- Two conveniently located side buttons allow easy selection of specific battery types and charging parameters
- Intelligent circuitry detects the battery type and status before entering automatic charge mode (CC, CV, dV/dt)
- Automatically detects battery power status and selects the appropriate voltage and charge mode (with the exception of LiFePO4 batteries which require manual selection)
- Compatible with LiFePO4 batteries
- Compatible with small capacity batteries
- Automatically stops charging when complete
- Features over-charge prevention to protect batteries
- Features temperature monitoring to prevent overheating
- Made from durable ABS (fire retardant / flame resistant)
- Features reverse polarity protection
- Designed for optimal heat dissipation
- Certified by RoHS, CE, FCC and CEC
- Invented worldwide by Puh An Insurance (Group) Company of China, Ltd.

Specifications

Input: AC 100-240V 50/60Hz 0.38A(MAX)
Output voltage: 4.2V ±1% / 3.7V ±1% / 1.45V ±1%
Output current: 375mA x 4 / 750mA x 2
Compatible with:
Li-Ion / NiMH / LiFePO4: 22650, 18650, 17570, 18490, 17500, 18350, 18340 (RCR123), 14500, 10440
Ni-MH / Ni-Cd: AA, AAA, AAAA, C
Dimensions: 143mm x 69mm x 36mm
Weight: 235g (without batteries and power cord)

Operating instructions

1. Plug one end of the power cord or car charging adapter into the D4 charger. Plug the other end of the cord into an applicable outlet. The LCD display and all battery indicator bars will illuminate as the charger runs a quick self-test. When testing is complete, the name of the product will appear on the screen, the bars will dim and the charger will enter into standby mode. If no batteries are detected within 1 minute, the charger will automatically enter Eco Mode (the LCD backlight will turn off). When a battery is inserted while in Eco Mode, simply press any button to activate the LCD display.
2. The D4 features four charging slots, each of which charges and monitors a battery independently. Rechargeable batteries of differing chemistries and voltages may be charged simultaneously using either 1, 2, 3 or all 4 of the charging slots. When inserting a battery, ensure the positive and negative ends correspond with the positive (+) and negative (-) symbols on the charger. Incorrect installation will result in failure to initiate the charging process.
Note: The D4 is capable of charging 3.7V Li-Ion rechargeable cells, 1.2V Ni-MH/Ni-Cd rechargeable batteries and 3.2V LiFePO4 batteries. See above for description of battery sizes.
3. When a battery is first inserted the D4 will run a short test causing the battery indicator bars to illuminate in sequence from the bottom to the top. When the test is complete, the D4 will enter into charging mode. If any unusual circumstances have been detected, e.g. a backward battery installation, the battery indicator bars will blink rapidly and "Err" will be presented on the screen to urge an immediate removal of the battery.
4. While in charging mode, the battery indicator bars will blink rhythmically to indicate the on-going charging process. The battery's power status and charging progress is indicated by the number of bars that illuminate steadily. The LCD display will also display battery voltage, followed by charging current and elapsed charging time in sequence. Pressing the side "MODE" button will cycle through these charging parameters. To view the charging progress of a different charging slot press the side "SLOT" button to select a desired slot. When charging is complete, all five battery indicator bars will illuminate steadily and "Chg.Finish" will appear on the LCD display.
Note: When the D4 is charging three or four batteries, charging current will be set to 375mA. Alternatively, when charging either one or two batteries, charging current will be set to 750mA.

Charging LiFePO4 batteries

To charge LiFePO4 batteries, simply press and hold the side "MODE" button for more than 2 seconds right after the battery test completes and "LiFePO4" will appear on the LCD display to indicate the activation of LiFePO4 charging mode. To exit LiFePO4 charging mode, simply press and hold the side "MODE" for more than 2 seconds once again, or remove and reinsert the battery.

Charging Small Capacity Batteries

When charging batteries with a capacity lower than 750mAh (e.g. AAA, 18440 and 18340 batteries), a low charging current is recommended to help extend battery life.

Thanks for purchasing NITECORE!

EXHIBIT "G" CONTINUED

NITECORE®

The All-Round Flashlight Expert

To select a low charging current, while in regular charging mode, simply press the side "SLOT" button to select a desired battery slot and then press and hold the side "MODE" button for more than 1 second until "LOW" is displayed on the LCD display indicating activation of low current charging mode. To exit, simply press and hold the side "MODE" button for more than 1 second once again or remove and reinsert the battery.

Nocturnal Charging Mode

When charging a battery overnight, nocturnal charging mode is recommended. Simply press and hold the side "SLOT" button for more than 1 second in any state until the LCD backlight turns off thus activating nocturnal charging mode. This feature ensures a peaceful night's sleep without being disturbed by the D4's LCD backlight and blinking LEDs. To exit nocturnal mode and turn the backlight on again, press and hold the side "SLOT" button for more than 1 second again.

Battery Activation

For every installed battery, the D4 will activate the battery by charging it for 6 seconds at a low current. If zero voltage is detected, "Err" will be displayed on the LCD screen. If activation fails the first time, please remove and reinsert the battery once again and activate for the second time.

Note: The D4 is not recommended for use with over-discharged (zero volt) UNPROTECTED Li-Ion batteries. Li-Ion batteries without a protection circuit can potentially cause a fire or explosion.

Overtime Prevention

The D4 is equipped with an advanced 'overtime' safety function. The D4 will individually monitor the elapsed charging time for each battery slot and if a particular slot exceeds 20 hours, the D4 will automatically power off the slot and display full charging time to indicate completion of the charging process. This feature reduces the risk caused by batteries of lesser quality.

Precautions

1. The D4 is compatible with batteries of varying sizes, therefore when charging certain batteries (such as 2550 and AAA), manual adjustment of the battery's position within the slot is recommended, as to ensure solid contact is made between both sides of the battery and the charging slot's metal contact points.
2. The D4 is restricted to charging Li-Ion, NiMH, LiFePO4, NiMH/NiCd rechargeable batteries only. Never use the D4 with other types of batteries as this could result in battery explosion, cracking or leaking, causing property damage and/or personal injury.
3. The D4 should only be used indoors or inside a motor vehicle and under no circumstances should it be exposed to water, high humidity and low or high ambient temperatures.
4. Do not disassemble or modify the charger.
5. Children under the age of 18 should be supervised by an adult when using the D4.
6. The D4's safe operating temperature is between 0°C-40°C.
7. Do not use or store the charger near open flames, direct sunlight, heating devices or other high-temperature environments.

Warranty Service

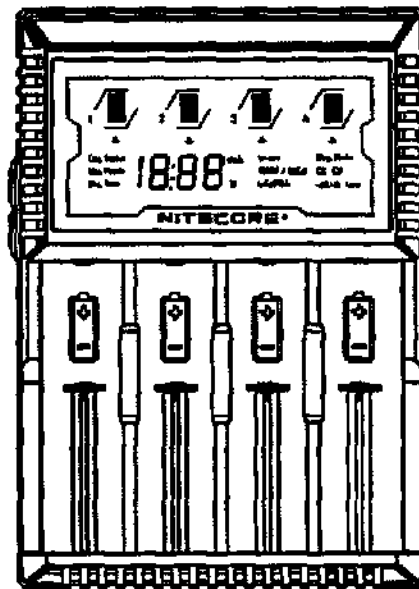
All NITECORE® products enjoy a comprehensive after sale warranty service. A malfunctioning NITECORE® D4 charger may be exchanged for a replacement by a local authorized distributor/retailer within the first 15 days of receipt by the end user. After 15 days and up to 12 months, the D4 may be sent to an authorized distributor/retailer for repair. Beyond 12 months, the warranty covers labor costs and maintenance with the exclusion of accessories or replacement parts.

The warranty is nullified in any of the following situations:

1. The product(s) is/are broken down, reconstructed and/or modified under unauthorized conditions.
2. The product(s) is/are damaged through improper use.
3. The product(s) is/are damaged by leakage of batteries.

For further details of Nitecore's warranty service, please contact a regional distributor/retailer or send an email to service@nitecore.com. The Nitecore official website shall prevail in case of any product data changes.

 Please follow our facebook for more info: NITECORE Flashlights



SYSMAX Ltd.
SYSMAX Industry Co., Ltd.
TEL: +86-20-45822000
FAX: +86-20-45822123
E-mail: info@sysmax.com
Web: www.nitecore.com
Address: 2nd Floor, Guangzhou Tower, 200 East Guangzhou Road,
Guangzhou, China 510660



Thanks for purchasing NITECORE!

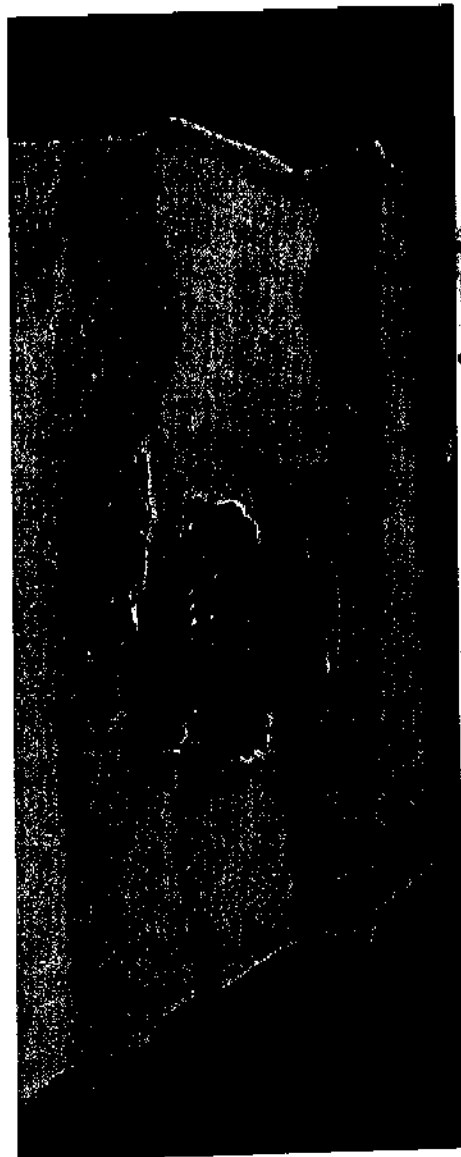
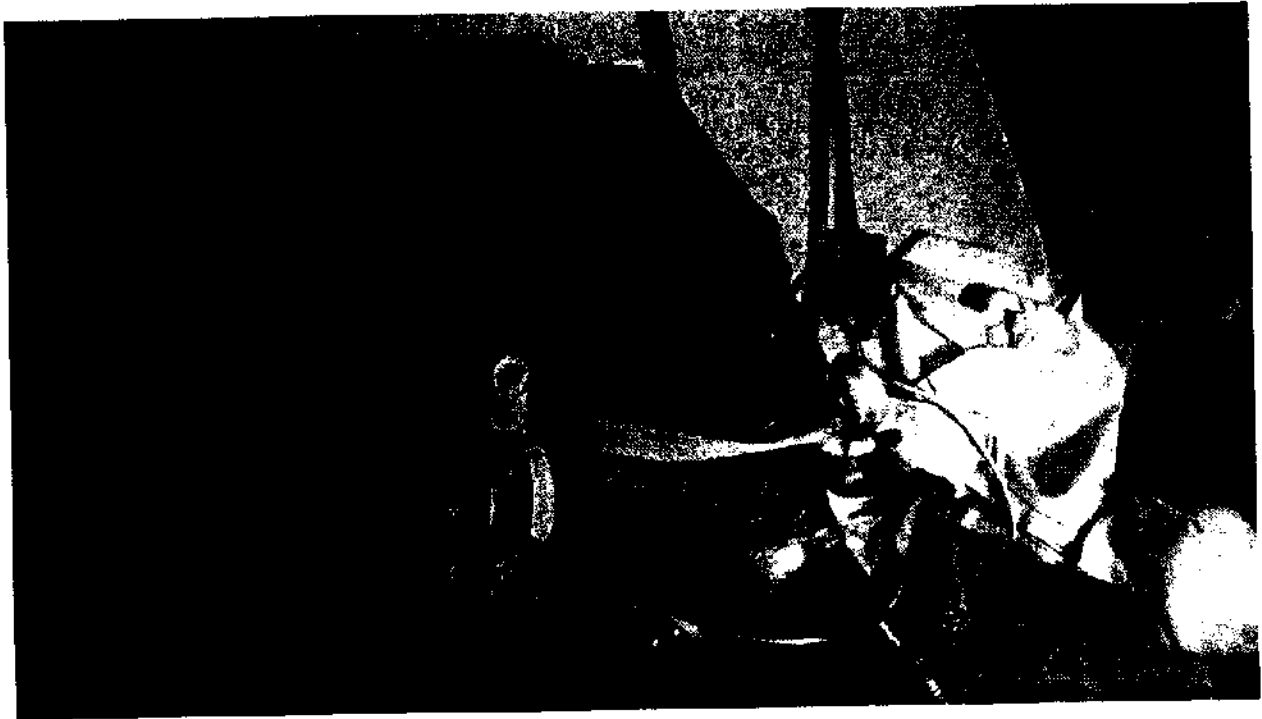


EXHIBIT "H"

"EXHIBIT I"



"EXHIBIT I" CONTINUED

