

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

CASE NO:

WILLIAM PICKETT,

Plaintiff,

vs.

IBTS LLC, d/b/a I SMOKE OUTLET, a Florida Limited Liability Corporation, SAMSUNG SDI AMERICA, INC., a California corporation, SAMSUNG ELECTRONICS AMERICA, INC., a New Jersey Corporation, SAMSUNG ELECTRONICS CO., LTD., a Foreign Limited Liability Company, and DOVPO USA, a Florida Corporation

Defendants.

COMPLAINT

Plaintiff, **WILLIAM PICKETT** ("PICKETT"), by and through undersigned counsel hereby sue Defendants, **IBTS LLC, d/b/a I SMOKE OUTLET** ("I SMOKE"), a Florida Limited Liability Company, **SAMSUNG SDI AMERICA, INC.**, a California Corporation **SAMSUNG ELECTRONICS AMERICA, INC.**, a New Jersey Corporation, **SAMSUNG ELECTRONICS CO., LTD.**, a Foreign Limited Liability Company (collectively "SAMSUNG"), and **DOVPO USA**, a Florida Corporation 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, **WILLIAM PICKETT** ("PICKETT") was and is a resident of Orlando, Orange County, Florida.

3. Defendant IBTS LLC, d/b/a I SMOKE OUTLET (“I SMOKE”) was and is a Florida Limited Liability Company with its principal place of business in Orange County located at 6220 South Orange Blossom Trail 608 Orlando, Florida 32809
4. Defendant, I SMOKE’S registered agent for service is Ishkhan Hunanyan located at 6220 South Orange Blossom Trail 608 Orlando, Florida 32809.
5. Defendant, I SMOKE is in the business of supplying, selling, importing, and distributing electronic cigarette (“e-cigarette” or “e-cig”) vaporizers and component parts including but not limited to the “Punisher 80W” vaporizer mod, the “Harvest” vaporizer tank, (collectively the “subject vaporizer”) and the “Samsung INR18650-25R” battery (“subject battery”), that forms the basis of this lawsuit.
6. Defendant SAMSUNG SDI AMERICA, INC., is a California Corporation with its principal place of business located at 8655 North First Street San Jose, California, 95134.
7. Defendant SAMSUNG SDI AMERICA, INC.’s registered agent for service is Thomas Kuke Kim located at 1932 Messina Drive San Jose, California, 95132.
8. Defendant SAMSUNG ELECTRONICS AMERICA, INC. is a New Jersey Corporation with its principal place of business located at 85 Challenger Road Ridgefield Park, NJ 07660-0511.
9. Defendant SAMSUNG ELECTRONICS AMERICA, INC.’s registered agent for service is C T Corporation System located at 1200 South Pine Island Road Plantation, FL 33324.
10. Defendant SAMSUNG ELECTRONICS CO., LTD., is a foreign corporation with its principal place of business at 129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea.

11. SAMSUNG is in the business of manufacturing, designing, testing, assembling, supplying, selling, importing, and distributing electronics, including the “Samsung INR-25R 18650” battery that is the subject of this lawsuit.
12. Defendant DOVPO USA, INC. (“DovPo”) is a Florida corporation with its principal place of business located at 6220 South Orange Blossom Trail 608 514B Orlando, Florida 32809.
13. Defendant DOVPO’s registered agent for service is Huagui Li located at 6220 South Orange Blossom Trail 514B Orlando, FL 32809.
14. Defendant DOVPO is the “direct manufacturer’s representative¹” in the business of supplying, selling, importing, and distributing e-cigarette vaporizers and component parts, including but not limited to the “Punish 80W” vaporizer mod, and the “Harvest” vaporizer tank (collectively the “subject vaporizer”), that forms the basis of this lawsuit.
15. Shenzhen Dovpo Technology Co.,ltd is the Chinese manufacturer of e-cigarette vaporizer component parts, including but not limited to the “Punisher 80W” vaporizer mod, and the “Harvest” vaporizer tank (collectively the “subject vaporizer”), that forms the basis of this lawsuit.
16. Defendants I Smoke, Samsung, and Dovpo 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;

¹ See <http://www.dovpousa.com/food>.

- 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 I Smoke, Samsung, and Dovpo 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 Orlando, Orange County, Florida.

BACKGROUND

18. E-cigarettes are battery operated devices that deliver nicotine through flavoring and other chemicals to users in the form of vapor instead of smoke.²
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.³
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.⁴

² See generally, May 2016, <https://www.drugabuse.gov/publications/drugfacts/electronic-cigarettes-e-cigarettes>.

³ See *Id.*

⁴ See *Id.*

21. PICKETT started using e-cigarettes believing them to be a safe alternative to smoking in an attempt to eventually quit cigarettes.
22. On March 2, 2016, PICKETT went to Defendant I SMOKE's store, with the intention to purchase an e-cigarette vaporizer system along with all the necessary component parts.
23. When PICKETT arrived at the store he was unfamiliar with the vaporizers and sought the consultation, help and advice of the I SMOKE store employees.
24. An I SMOKE employee recommended that PICKETT purchase the "Punisher 80W" vaporizer mod, the "Harvest" vaporizer tank, (collectively the "subject vaporizer") and the "Samsung INR-25R 18650" battery ("subject battery"). (Exhibit A – Photograph of receipt; Exhibit B- Photograph of Punisher Box)
25. After purchasing the subject vaporizer and subject battery, PICKETT read the instructions and used the subject vaporizer and subject battery as instructed.
26. On the morning of Thursday June 30, 2016, PICKETT awoke and went to work as usual.
27. PICKETT lives in Orlando, FL and has to drive on US 192 from his home to his place of business, during which time PICKETT used the subject vaporizer in the manner it was designed and intended and then returned it to his pocket.
28. At approximately 7:30 A.M., while Pickett was sitting in his vehicle, suddenly and without warning, the subject vaporizer exploded and caught fire in PICKETT'S front pocket—engulfing PICKETT'S leg in flames. (Exhibit C - Photograph of exploded Subject Battery)
29. The battery explosion and concurrent fire caused extensive damage to PICKETT, including but not limited to second and third degree burns. (Exhibit D – Photo Compilation of Plaintiff's Injury)

30. PICKETT was first treated at Osceola Regional Medical Center; however, Osceola Regional Medical Center was unable to treat PICKETT due to a lack of burn treatment facilities. Ultimately, PICKETT was transported to the burn unit at Orlando Regional Medical Center.
31. As a result of the battery explosion and concurrent fire, PICKETT sustained severe, permanent and life-altering injuries to his legs and buttocks.

COUNT I
STRICT LIABILITY AGAINST I SMOKE

32. All preceding paragraphs are incorporated by reference as if stated fully herein.
33. Defendant I SMOKE is engaged in the business of assembling, testing, distributing, marketing, promoting, advertising, supplying and/or selling vaporizing products to the public, including selling the subject vaporizer and subject battery to PICKETT.
34. Defendant I SMOKE placed the subject vaporizer and subject battery on the market for sale in its store with knowledge that they would be used without inspecting for dangers or defects.
35. Defendant I SMOKE 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.
36. The subject vaporizer and/or the subject battery were defective and unreasonably dangerous to the ultimate operators or consumers when sold and distributed by Defendant I SMOKE 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 battery was assembled, tested, distributed, marketed, promoted, advertised, 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;
- d. The subject vaporizer was assembled, tested, distributed, marketed, promoted, advertised, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition that the subject vaporizer had an unreasonable propensity to cause the subject battery to heat and catch fire during normal and foreseeable conditions;
- e. The subject battery was assembled, tested, distributed, marketed, promoted, advertised, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- f. The subject vaporizer was assembled, tested, distributed, marketed, promoted, advertised, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition that the subject vaporizer had an unreasonable propensity to cause the subject battery to explode during normal and foreseeable conditions;
- g. The subject battery was defective in its assembly, testing, distribution, marketing, promotion, advertisement, supply, sale and/or warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;

- h. The subject vaporizer was defective in its assembly, testing, distribution, marketing, promotion, advertisement, supply, sale and/or warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
 - i. 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; and
 - j. 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.
37. At the time of the subject incident, the subject vaporizer and/or subject battery were in substantially the same condition as when sold and distributed by Defendant, I SMOKE.
38. For the reasons set forth above the subject vaporizer and/or subject batteries were unreasonably dangerous to foreseeable users including PICKETT.
39. As a direct and proximate cause of the foregoing conduct of Defendant I SMOKE, PICKETT 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, **WILLIAM PICKETT** demands judgment against the Defendant, **IBTS LLC, d/b/a I SMOKE OUTLET** for damages costs interest and other such relief this Court deems just.

COUNT II
NEGLIGENCE AGAINST I SMOKE

40. All preceding paragraphs are incorporated by reference as if stated fully herein.
41. Defendant I SMOKE knew or in the exercise of due care should have known that subject vaporizer and subject battery would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including PICKETT. Defendant I SMOKE was under a duty to properly and adequately assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer and/or subject battery 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 PICKETT.
42. Defendant I SMOKE breached the duty owed to PICKETT by negligently assembling, testing, distributing, marketing, promoting, advertising, supplying and/or selling the subject vaporizer and/or subject battery when they were not in a reasonably safe condition for foreseeable use, as follows:
- a. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject battery in such a manner that it would spontaneously explode.
 - b. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer in such a manner that it would cause the subject battery to spontaneously explode.
 - c. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer in such a manner that it would spontaneously heat and catch fire.

- d. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject battery in such a manner that it would spontaneously heat and catch fire.
 - e. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer in such a condition so that it would operate as safely as a reasonable consumer would expect;
 - f. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject battery in such a condition so that it would operate as safely as a reasonable consumer would expect;
 - g. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject vaporizer to alert operators about the dangerous conditions described herein;
 - h. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject battery to alert operators about the dangerous conditions described herein; and
 - i. Negligently providing incorrect recommendations and advice to PICKETT regarding the combination and use of the subject battery with the subject vaporizer and their component parts.
43. The negligence described above directly and proximately caused the incident and injuries sustained by PICKETT in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.
44. As a direct and proximate result of the foregoing negligence of Defendant I SMOKE, PICKETT sustained serious and permanent bodily injuries, resulting in pain and

suffering, permanent impairment, disability, mental anguish, loss for the capacity of enjoyment of life, expense of hospitalization, medical care and treatment in the past and to be obtained in the future, lost wages in the past, and the loss of ability to earn wages in the future.

WHEREFORE, Plaintiff, **WILLIAM PICKETT**, demands judgment against Defendant, **IBTS LLC, d/b/a I SMOKE OUTLET** for damages, costs, interest and such other relief as this Court deems just.

COUNT III

**I SMOKE OUTLET'S VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT**

45. All preceding paragraphs are incorporated by reference as if stated fully herein.
46. 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 I SMOKE participated in unfair and deceptive trade practices that violated the FDUTPA, as more fully described herein.
47. Defendant I SMOKE engaged in unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the defective subject battery and/or defective subject vaporizer in violation of The Florida Deceptive and Unfair Trade Practices Act.
48. Defendant I SMOKE'S misrepresentations and omissions regarding the purported safety and reliability of the defective subject battery and/or subject vaporizer were likely to deceive a reasonable purchaser, like PICKETT, and the information would have been material to a reasonable purchaser.
49. Defendant I SMOKE engaged in these fraudulent and deceptive trade practices in

furtherance of its business.

50. Had SWITZER known that the subject battery and/or subject vaporizer posed a significant safety and life-threatening defect, he would not have purchased them.
51. As a direct and proximate cause result of Defendant I SMOKE'S violations of the FDUPTA, PICKETT suffered injury in fact and/or actual damages.
52. Defendant I SMOKE'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, **WILLIAM PICKETT**, demands judgment against Defendant, **IBTS, LLC**, d/b/a **I SMOKE OUTLET** 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 SAMSUNG

53. All preceding paragraphs are incorporated by reference as if stated fully herein.
54. Defendant SAMSUNG is engaged in the business of creating, designing, manufacturing, building assembling, testing, distributing, supplying and/or selling electronics to the public, including the subject battery purchased by PICKETT at Defendant I SMOKE's store.
55. Defendant SAMSUNG placed the subject battery on the market for sale with knowledge that the subject battery would be used without inspecting for dangers or defects.
56. Defendant SAMSUNG 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.

57. The subject battery was defective and unreasonably dangerous to the ultimate operators or consumers when sold and distributed by Defendant SAMSUNG in the following ways:
- a. The subject battery failed to operate, as an ordinary consumer would expect;
 - b. The subject battery was created, designed, manufactured, built, 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;
 - c. The subject battery was created, designed, manufactured, built, assembled, tested, distributed, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
 - d. The subject battery was defective in its design, manufacture, build, assembly, testing, distribution, supply, sale, and/or warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
 - e. 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; and
58. At the time of the subject incident, the subject battery was in substantially the same condition as when sold and distributed by Defendant SAMSUNG.
59. For the reasons set forth above the subject battery was unreasonably dangerous to

foreseeable users including PICKETT.

60. As a direct and proximate cause of the foregoing conduct of Defendant SAMSUNG, PICKETT 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, **WILLIAM PICKETT** demands judgment against the Defendant, **SAMSUNG SDI AMERICA, INC.**, and **SAMSUNG ELECTRONICS AMERICA, INC.**, for damages costs interest and other such relief this Court deems just.

COUNT V
NEGLIGENCE AGAINST SAMSUNG

61. All preceding paragraphs are incorporated by reference as if stated fully herein.
62. Defendant SAMSUNG knew or in the exercise of due care should have known that the subject battery would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including PICKETT. Defendant SAMSUNG was under a duty to properly and adequately create, design, manufacture, build, assemble, test, distribute, supply and/or sell the subject battery 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 PICKETT.
63. Defendant SAMSUNG breached the duty owed to PICKETT by negligently creating, designing, manufacturing, building, assembling, testing, distributing, supplying and/or

selling the subject battery when it was not in a reasonably safe condition for foreseeable use, as follows:

- a. Failing to create, design, manufacture, build, assemble, test, distribute, supply and/or sell the subject battery in such a manner that it would spontaneously explode;
 - b. Failing to create, design, manufacture, build, assemble, test, distribute, supply and/or sell the subject battery in such a manner that it would spontaneously heat and catch fire;
 - c. Failing to create, design, manufacture, build, assemble, test, distribute, supply and/or sell the subject battery in such a condition so that it would operate as safely as a reasonable consumer would expect; and
 - d. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject battery to alert operators about the dangerous conditions described herein.
64. The negligence described above directly and proximately caused the incident and injuries sustained by PICKETT in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.
65. As a direct and proximate result of the foregoing negligence of Defendant SAMSUNG, PICKETT sustained serious and permanent bodily injuries, resulting in pain and suffering, permanent impairment, disability, mental anguish, loss for the capacity of enjoyment of life, expense of hospitalization, medical care and treatment in the past and to be obtained in the future, lost wages in the past, and the loss of ability to earn wages in the future

WHEREFORE, Plaintiff, **WILLIAM PICKETT**, demands judgment against Defendant, **SAMSUNG SDI AMERICA, INC.**, and **SAMSUNG ELECTRONICS AMERICA, INC.**, for damages, costs, interest and such other relief as this Court deems just.

COUNT VI
STRICT LIABILITY AGAINST DOVPO

66. All preceding paragraphs are incorporated by reference as if stated fully herein.
67. Defendant DOVPO is engaged in the business of assembling, testing, distributing, marketing, promoting, advertising, supplying and/or selling vaporizing products to the public, including the subject vaporizer purchased by PICKETT at Defendant I SMOKE's store.
68. Defendant DOVPO placed the subject vaporizer into the stream of commerce for sale with knowledge that it would be used without inspecting for dangers or defects.
69. Defendant DOVPO 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.
70. The subject vaporizer was defective and unreasonably dangerous to the ultimate operators or consumers when sold and distributed by Defendant DOVPO in the following ways:
 - a. The subject vaporizer failed to operate, as an ordinary consumer would expect;
 - b. The subject vaporizer was assembled, tested, distributed, marketed, promoted, advertised, 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;

- c. The subject vaporizer was assembled, tested, distributed, marketed, promoted, advertised, supplied and/or sold in an unsafe, unreasonably dangerous and defective condition that the subject battery had an unreasonable propensity to explode during normal and foreseeable conditions;
 - d. The subject vaporizer was defective in its assembly, testing, distribution, marketing, promotion, advertisement, supply, sale and/or warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
 - e. 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

- 71. At the time of the subject incident, the subject vaporizer was in substantially the same condition as when sold and distributed by Defendant, DOVPO.
- 72. For the reasons set forth above the subject battery was unreasonably dangerous to foreseeable users including PICKETT.
- 73. As a direct and proximate cause of the foregoing conduct of Defendant DOVPO, PICKETT 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, **WILLIAM PICKETT** demands judgment against the Defendant, **DOVPOUSA, INC.**, for damages costs interest and other such relief this Court deems just.

COUNT VII
NEGLIGENCE AGAINST DOVPO

74. All preceding paragraphs are incorporated by reference as if stated fully herein.
75. Defendant DOVPO knew or in the exercise of due care should have known that the subject vaporizer be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including PICKETT. Defendant DOVPO was under a duty to properly and adequately assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer 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 PICKETT.
76. Defendant DOVPO breached the duty owed to PICKETT by negligently assembling, testing, distributing, marketing, promoting, advertising, supplying and/or selling the subject vaporizer when it was not in a reasonably safe condition for foreseeable use, as follows:
- a. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer in such a manner that it would spontaneously explode;
 - b. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer in such a manner that it would spontaneously heat and catch

fire;

- c. Failing to assemble, test, distribute, market, promote, advertise, supply and/or sell the subject vaporizer in such a condition so that it would operate as safely as a reasonable consumer would expect; and
- d. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the subject vaporizer to alert operators about the dangerous conditions described herein.

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

78. As a direct and proximate result of the foregoing negligence of Defendant DOVPO, PICKETT sustained serious and permanent bodily injuries, resulting in pain and suffering, permanent impairment, disability, mental anguish, loss for the capacity of enjoyment of life, expense of hospitalization, medical care and treatment in the past and to be obtained in the future, lost wages in the past, and the loss of ability to earn wages in the future

WHEREFORE, Plaintiff, **WILLIAM PICKETT**, demands judgment against Defendant, **DOVPOUSA, INC.**, for damages, costs, interest and such other relief as this Court deems just.

JURY DEMAND

Plaintiff, **WILLIAM PICKETT**, hereby demand a jury trial on all issues so triable.

WHEREFORE, Plaintiff, **WILLIAM PICKETT**, demand judgment against

Defendants, **IBTS LLC, d/b/a I SMOKE OUTLET ("I SMOKE"), SAMSUNG SDI AMERICA, INC., SAMSUNG ELECTRONICS AMERICA, INC., SAMSUNG ELECTRONICS CO., LTD., and DOVPO USA**, 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 9th day of November, 2016



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EXHIBIT "A"

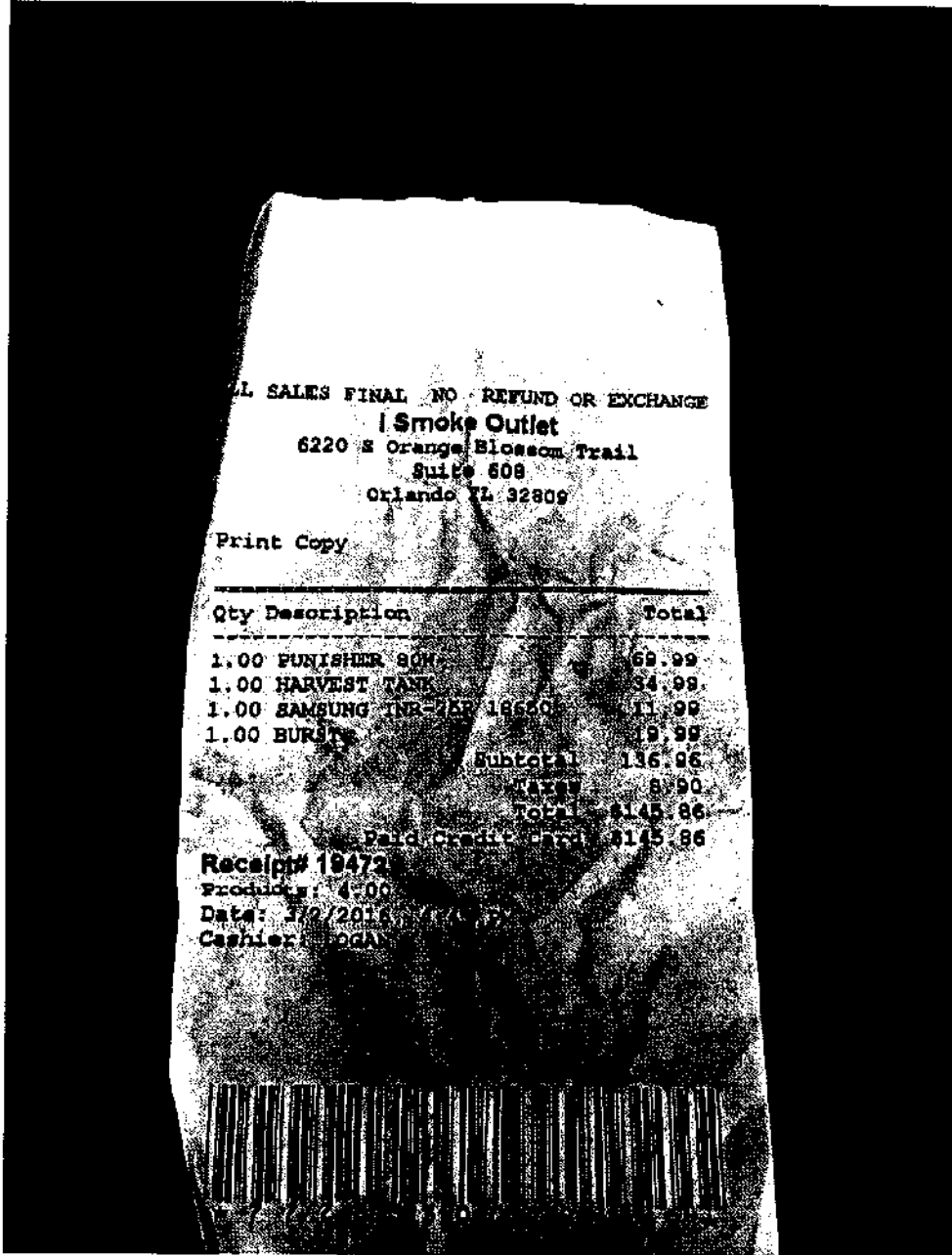


EXHIBIT "B"

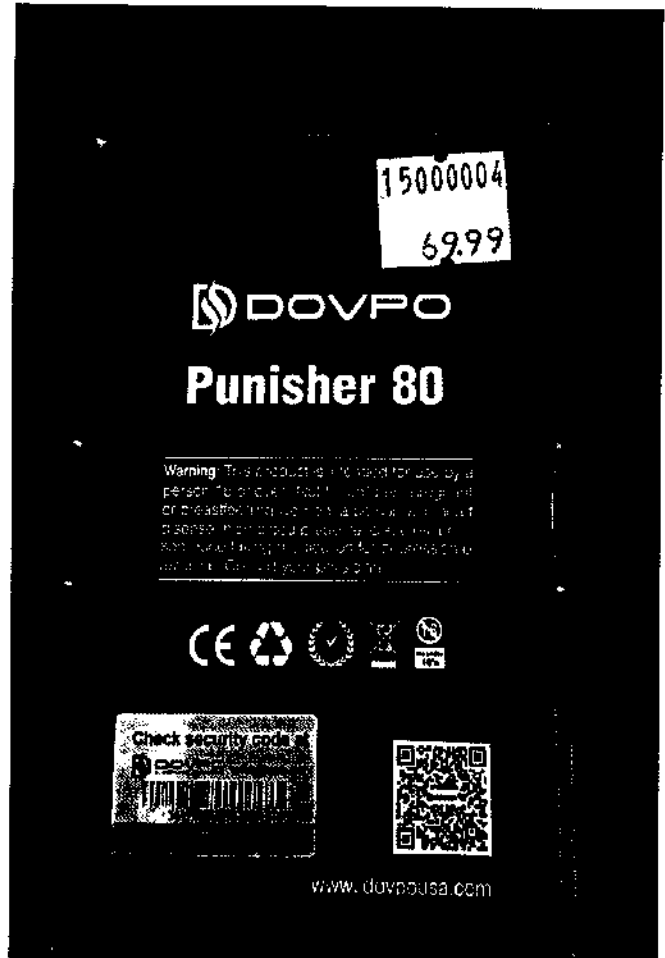
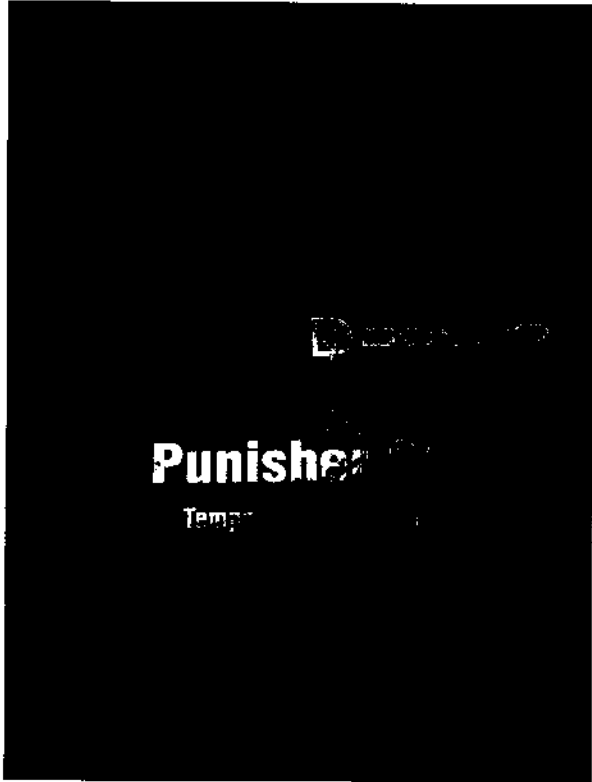


EXHIBIT "C"

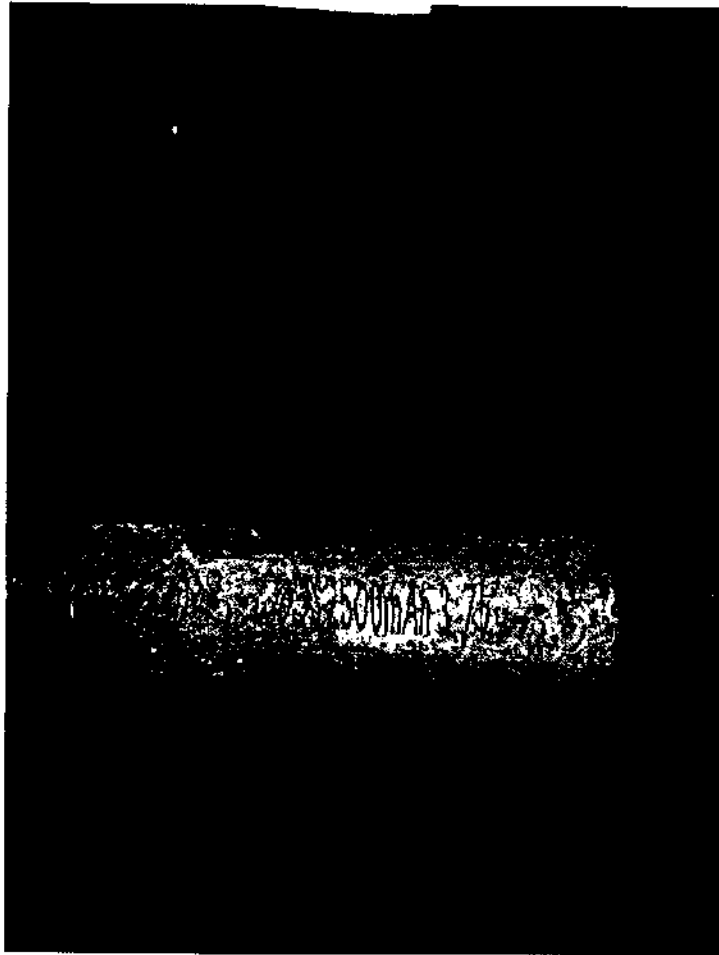


EXHIBIT "D"

