

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JENNIFER DOTEI,	:	
Plaintiff,	:	CIVIL ACTION
	:	
vs.	:	
	:	NO.
THE PROCTER & GAMBLE MANUFACTURING COMPANY and PROCTER & GAMBLE DISTRIBUTING LLC,	:	
Defendants.	:	JURY TRIAL DEMANDED

COMPLAINT

1. The Plaintiff, Jennifer Dotei, is an adult individual residing at 1282 Main Street, Northampton, Northampton County, Pennsylvania 18067.

2. The Defendant, The Procter & Gamble Manufacturing Company, is a business corporation believed to be organized under the laws of the State of Ohio with offices at 3875 Reservoir Road, Lima, Allen County, Ohio 45801-3310.

3. The Defendant, Procter & Gamble Distributing LLC, is a business corporation believed to be organized under the laws of the State of Delaware with offices at 1 Procter And Gamble Plaza, Cincinnati, Hamilton County, Ohio 45202.

JURISDICTION

4. This Honorable Court has jurisdiction over this matter under Diversity of Citizenship, 28 U.S.C § 1332, in that Plaintiff is a citizen of Pennsylvania, and Defendants are corporations organized under the laws of the states of Delaware and Ohio, with Defendants' headquarters located at 1 Procter and Gamble Place, Cincinnati, Ohio 45202, and the matter in controversy, exclusive of interests and costs, is greater than \$75,000.00.

5. On about October 21, 2014, Plaintiff went to Dollar General Store located at 2016 Main Street, Northampton, Northampton County PA 18067.

6. At the time and place aforesaid, Plaintiff purchased a container of Tide Pods manufactured and distributed by Defendants The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC.

7. On October 28, 2014, Plaintiff, proceeded to wash her laundry while wearing a bra without a blouse at her aforementioned premises.

8. On October 28, 2014, Plaintiff opened the original container containing Tide Pods and attempted to remove one of the enclosed pods.

9. While removing the aforementioned pods, several of the pods had become adhered together making it necessary for Plaintiff to separate the pods before being able to use the pods to launder her clothing.

10. In the course of separating the pods that were stuck together, one of the pods ruptured and discharged the liquid contents contained therein, in a jet stream, as if fired in a squirt gun, which struck Plaintiff on the left breast causing a chemical burn.

COUNT ONE
PRODUCT LIABILITY – STRICT LIABILITY
**(Plaintiff v. Defendants The Procter & Gamble Manufacturing Company and
Procter & Gamble Distributing LLC)**

11. The allegations of Paragraphs 1 through 10 inclusive are incorporated herein as if fully set forth at length.

12. The Defendants, The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC, are manufacturers and suppliers of Tide Pods engaged in the business of selling Tide Pods.

13. The product sold by the Defendants, The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC, is expected to reach and does reach the user or consumer without substantial change in the condition in which it is sold.

14. Defendants, The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC, did design, manufacture, distribute and sell the product Plaintiff used.

15. The product was in a defective condition in that it became attached to another pod and ruptured when pulled apart.

16. The product was unreasonably dangerous to the user/consumer, Plaintiff.

17. As a direct and proximate result of Defendants' aforesaid action, Plaintiff was injured for which she seeks compensation, including scarring on the left breast.

18. As a direct and proximate result of Defendants' activities, Plaintiff has and will continue to suffer severe permanent and physical and mental pain, anguish, anxiety, and distress, for which damages are claimed.

19. The Plaintiff will require additional medical attention, including plastic surgery to ameliorate the recovery on her breast.

20. Plaintiff's injuries are permanent and will prevent Plaintiff from enjoying life's pleasures, associations, and companionship, for which damages are claimed.

21. Defendants' actions were willful, wanton, deliberate, intentional and outrageous entitling Plaintiff to punitive damages, which are hereby claimed.

WHEREFORE, Plaintiff demands that judgment be entered against Defendants, The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing

LLC, and in her favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

COUNT TWO
BREACH OF EXPRESS OR IMPLIED WARRANTY
**(Plaintiff v. Defendants The Procter & Gamble Manufacturing Company and
Procter & Gamble Distributing LLC)**

22. The allegations of Paragraphs 1 through 21 inclusive are incorporated herein as if fully set forth at length.

23. All of the aforementioned losses, damages, and injuries sustained by the Plaintiff directly and proximately resulted from the breach of express warranties and/or implied warranties of merchantability and/or fitness for a particular purpose in the following particulars:

- a. Defendants did not have the product adequately, properly, and/or timely tested prior to its use;
- b. The product was not of fair, average quality in the trade in which Defendants dealt;
- c. The product was not fit for the ordinary purpose for which the product is customarily used;
- d. The Defendants knew or should have known that the product was dangerous and likely to cause damage to users;
- e. The product was not of merchantable quality and was not in conformity, insofar as safety is concerned, with products used in a normal course of business;
- f. That the product was not properly and adequately inspected by the Defendants in order to provide a safe product;

g. The Defendants did not provide, establish, or follow proper and adequate quality control methods in the manufacture of the product so as to provide a safe product;

h. The Defendants did not keep abreast of the state of the art in the science and engineering of the industry involving manufacturing of the product;

i. The Defendants knew, or should have known, that Plaintiff was relying upon the expertise of the Defendants in manufacturing, and/or supplying the product;

j. In expressly or impliedly warranting that the product was properly and adequately tested and inspected when the same was not true;

k. in expressly or impliedly warranting that the product was safe for use;

l. In expressly or impliedly misrepresenting that the product was safe for use; and

m. In expressly or impliedly warranting that the product was safe for use in compliance with the safety standards of the industry and of the federal government and the state, county, and city governments insofar as said safety standards govern the manufacture of said products.

n. The pods formed together after being put into the container creating the necessity of the consumer to pull apart the fused pods.

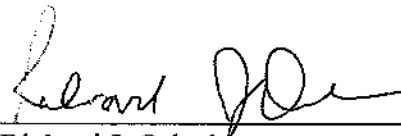
o. The Defendant failed to warn that pods fused together should not be pulled apart.

24. As a direct and proximate result of Defendants, The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC's, breach of these express and/or implied warranties, Plaintiff has suffered the injuries and damages as set forth above and incorporated herein.

24. Defendants' actions were willful, wanton, deliberate, intentional and outrageous entitling Plaintiff to punitive damages, which are hereby claimed.

WHEREFORE, Plaintiff, Jennifer Dotel, demands that judgment be entered against Defendants, The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC, and in her favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

ORLOSKI LAW FIRM

A handwritten signature in black ink, appearing to read "Richard J. Orloski", is written over a horizontal line.

Richard J. Orloski
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