

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

GERMANIA MADERA,

Plaintiff,

Case No.:

v.

SUNBEAM PRODUCTS, INC., and CVS
PHARMACY, INC. d/b/a CVS HEALTH
F/K/A Navarro Discount Pharmacy, LLC,

Defendants.

COMPLAINT

Plaintiff, Germania Madera, through her undersigned counsel, hereby sues Defendants, Sunbeam Products, Inc., and CVS Pharmacy, Inc. d/b/a CVS Health f/k/a Navarro Discount Pharmacy, LLC, for the claims for relief stated herein.

SUMMARY OF THE ACTION

1. Plaintiff brings this civil action to recover for the severe, permanent, and life-altering injuries she suffered when an Oster-branded pressure cooker (the “Subject Pressure Cooker”) exploded and shot its scalding hot contents on her body.

2. Following an investigation of the incident, it was discovered that Defendant, Sunbeam Products, Inc. (“Sunbeam”) designed, manufactured, marketed, and distributed the Subject Pressure Cooker and Defendant, CVS Pharmacy d/b/a CVS Health f/k/a Navarro Discount Pharmacy, LLC. (“CVS”) marketed, distributed, and sold the Subject Pressure Cooker that is defective and unreasonably dangerous under Florida law.

3. Plaintiff sues Sunbeam and CVS to recover for all injuries and damages caused by Sunbeam’s and CVS’ strict liability, negligence, and other liability producing misconduct.

THE PARTIES, JURISDICTION & VENUE

4. At all times material hereto, Plaintiff, Germania Madera, is a Florida citizen and resident who lives in Miami, Florida.

5. At all times material hereto, Sunbeam is a foreign corporation with its principal place of business located in Boca Raton, Florida.

6. Sunbeam may be served with process by serving its registered agent, Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.

7. At all times material hereto, CVS is a foreign corporation with its principal place of business located in Woonsocket, Rhode Island.

8. CVS may be served with process by serving its registered agent, CT Corporation System, 1200 South Pine Island, Plantation, FL 33324.

9. Sunbeam distributed and sold the Subject Pressure Cooker to CVS.

10. CVS owns and operates Navarro Discount Pharmacy located in the Miami, FL area.

11. On or about January 10, 2018, CVS sold the Subject Pressure Cooker to Plaintiff at a Navarro Discount Pharmacy.

12. This is an action to recover damages in excess of \$30,000.00, exclusive of fees, costs, and interest.

13. This Court is authorized to exercise personal jurisdiction over CVS pursuant to the Florida Long-Arm Statute, Fla. Stat. §§48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6). The claims stated herein arise due to CVS' actions:

- a. Defendant did operate, conduct, engage a business or business venture in Florida or having an office or agency in Florida;
- b. Defendant did commit a tortious act within Florida; or

- c. Defendant did cause injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Defendant was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Defendant anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

14. This Court is authorized to exercise personal jurisdiction over Sunbeam pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein did arise from the actions of Sunbeam:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Defendant was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Defendant anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

15. This Court is further authorized to exercise personal jurisdiction over Sunbeam pursuant to the Florida Long-Arm Statute, Fla. Stat. § 48.193(2), because Sunbeam is engaged in substantial and not isolated activity within Florida.

16. Sunbeam derives substantial revenues from products it sells in the State of Florida and in Miami-Dade County.

17. Sunbeam marketed, distributed and sold its Oster-branded products in Florida, including Miami-Dade County. Sunbeam marketed, distributed, and sold its Oster-branded products to third parties in Florida, including to CVS.

18. Sunbeam and CVS have each purposefully availed themselves of the benefits and the protections of the laws of the State of Florida and have sufficient contacts such that the exercise of jurisdiction would be consistent with traditional notions of fair play and substantial justice.

19. Venue is proper in this Court because a substantial part of the events or omissions giving rise to the claims stated herein occurred in Miami-Dade County, Florida.

CONDITIONS PRECEDENT

20. All conditions precedent have been satisfied or excused.

THE INCIDENT

21. On or about January 2, 2020, Plaintiff was cooking food in the Subject Pressure Cooker at her home in Miami, Florida, when suddenly and without warning, the Subject Pressure Cooker malfunctioned and the lid top exploded off, causing the scalding hot contents of the Subject Pressure Cooker to spew out, burning Plaintiff's face, chest, and arms.

22. The Subject Pressure Cooker's scalding hot contents seared Plaintiff's body, causing serious and permanent burn injuries, excruciating pain, suffering, scarring, and continued bodily harm.

23. The incident, which forms the basis of this Complaint, arises out of ordinary use of the Subject Pressure Cooker at the time.

24. At the time of the incident, the Subject Pressure Cooker at issue in this action was in the same essential condition as they were at the time that they left the Defendants' control.

25. At all times material hereto, Plaintiff was using the Subject Pressure Cooker in a foreseeable, prudent, and intended fashion.

26. The injuries sustained by Plaintiff, as described more fully herein, would not have occurred but for the defects present in the Subject Pressure Cooker.

27. The Subject Pressure Cooker is defective in its design, manufacture, and warning.
28. The Subject Pressure Cooker was defective in at least the following ways:
 - a. The Subject Pressure Cooker failed to perform as safely as an ordinary consumer would expect when using as intended in a foreseeable manner;
 - b. The Subject Pressure Cooker suffers from a design defect in that it was designed without a safe lid-locking system and/or mechanism to prevent the Subject Pressure Cooker from operating while the Subject Pressure Cooker and its contents are heated or under pressure;
 - c. The Subject Pressure Cooker suffers from a design defect in that it was designed without available safety features that could have prevented the incident that forms the basis of this lawsuit;
 - d. The Subject Pressure Cooker suffers from a manufacturing defect in that it was manufactured and assembled using inferior-quality and substandard materials and processes;
 - e. The Subject Pressure Cooker suffers from a manufacturing defect in that it was prone to losing its seal, enabling its scalding hot contents to explode under pressure;
 - f. The Subject Pressure Cooker suffers from a manufacturing defect in that its lid top was prone to coming off and exploding during the device's normal and ordinary use;
 - g. The Subject Pressure Cooker suffers from a manufacturing defect in that its pressure relief mechanism did not function as designed;
 - h. The Subject Pressure Cooker suffers from a manufacturing defect in that it was manufactured and assembled without adequate quality assurance and safety testing, inspection, and controls to ensure that the Subject Pressure Cooker was safe to use for its intended or foreseeable purpose;
 - i. The Subject Pressure Cooker suffers from a warning defect in that the Subject Pressure Cooker did not come with sufficient warnings and instructions to advise consumers about the dangers associated with using the Subject Pressure Cooker and how to protect against these dangers.

29. The defects cited in Paragraph 28 of this Complaint rendered the Subject Pressure Cooker unreasonably dangerous beyond the contemplation and expectation of ordinary consumers and users, including Plaintiff.

30. The Subject Pressure Cooker's defects cited in Paragraph 28 of this Complaint caused or contributed to cause injury and damage to Plaintiff.

31. Had none of the defects cited in Paragraph 28 of this Complaint been present in the Subject Pressure Cooker, the injuries and damages for which Plaintiff seeks recovery would have been avoided or reduced.

32. Had any one of the defects cited in Paragraph 28 of this Complaint not been present in the Subject Pressure Cooker, the injuries and damages for which Plaintiff seeks recovery would have been avoided or reduced.

33. The defects cited in Paragraph 28 of this Complaint were caused by Defendants' negligence, strict liability, and other liability-producing misconduct.

34. At the time Defendants placed the Subject Pressure Cooker into the stream of commerce, Defendants knew or should have known that the Subject Pressure Cooker was defective in the ways cited in Paragraph 8 of this Complaint.

COUNT I—STRICT LIABILITY
(Against Sunbeam)

35. Plaintiff re-alleges and incorporates paragraphs 1 through 34 of this Complaint as if fully stated herein.

36. Sunbeam at all times material hereto, was engaged in the business of designing, manufacturing, assembling, testing, marketing, promoting, advertising, distributing and selling Oster brand pressure cookers such as the Subject Pressure Cooker to the public.

37. Sunbeam is liable under the theory of Strict Product Liability as set forth in the Restatement (Second) of Torts § 402A and Florida law. Sunbeam was, at all times relevant to this action, the manufacturer of a product that was unreasonably and dangerously defective in its design, manufacture, and warning.

38. The Subject Pressure Cooker reached Plaintiff without substantial change, and, just as when it was originally made and sold by Sunbeam, such Subject Pressure Cooker remained a life-threatening hazard. Further, the Subject Pressure Cooker was not substantially changed from the time it was manufactured until the date of this incident in 2020.

39. Sunbeam placed the Subject Pressure Cooker on the market with knowledge that it would be used without inspection for defects and dangers. Sunbeam knew, or should have known, that ultimate users or operators would not and could not properly inspect this product, for defects and dangerous conditions, and that detection of such defects and dangers would be beyond the capabilities of such persons.

40. The inherently and unreasonably defective and dangerous condition of the Subject Pressure Cooker is a condition that was not readily apparent to Plaintiff, or similarly situated users, operators, consumers, and owners, who could foreseeably be seriously injured or killed by said defective Subject Pressure Cooker in a foreseeable cooking cycle like occurred here.

41. The Subject Pressure Cooker is defective in its design, manufacture, and warning.

42. The Subject Pressure Cooker's defects, whether individually or in combination, rendered the Subject Pressure Cooker unreasonably dangerous for its intended or foreseeable use.

43. The defects described above directly and proximately caused the injuries sustained by Plaintiff in this foreseeable incident, in that they directly and in natural and continuous sequence produced or contributed substantially to Plaintiff's injuries.

44. Plaintiff suffered personal injuries including (a) bodily injury and any resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconveniences or loss of capacity for the enjoyment of life, experienced in the past or to be experienced in the future; (b) the expense of hospitalization, medical and nursing care and treatment necessarily or reasonably obtained in the past or to be so obtained in the future; and (c) any earnings or working time lost in the past and any loss of ability to earn money in the future.

WHEREFORE, Plaintiff, Germania Madera, demands judgment against Defendant, Sunbeam Products, Inc., for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

COUNT II—NEGLIGENCE
(Against Sunbeam)

45. Plaintiff re-alleges and incorporates paragraphs 1 through 34 of this Complaint as if fully stated herein.

46. Sunbeam designed, manufactured, distributed, supplied, and sold the Subject Pressure Cooker and otherwise placed the Subject Pressure Cooker used by Plaintiff into the stream of commerce.

47. Sunbeam owed a duty to properly design, manufacture, distribute, supply, and sell the Subject Pressure Cooker in a safe condition and without defect.

48. Sunbeam owed a duty to adequately test, inspect, and assure the quality of the Subject Pressure Cooker before placing it into the stream of commerce.

49. Sunbeam owed a duty to provide adequate warnings, instructions, and information with the Subject Pressure Cooker.

50. Sunbeam breached the above duties.

51. That the unreasonably dangerous condition and/or defect proximately caused severely painful and disfiguring burns and other injury to Plaintiff.

52. Plaintiff suffered personal injuries including (a) bodily injury and any resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconveniences or loss of capacity for the enjoyment of life, experienced in the past or to be experienced in the future; (b) the expense of hospitalization, medical and nursing care and treatment necessarily or reasonably obtained in the past or to be so obtained in the future; and (c) any earnings or working time lost in the past and any loss of ability to earn money in the future.

WHEREFORE, Plaintiff, Germania Madera, demands judgment against Defendant, Sunbeam Products, Inc., for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

COUNT III—STRICT LIABILITY
(Against CVS)

53. Plaintiff re-alleges and incorporates paragraphs 1 through 34 of this Complaint as if fully stated herein.

54. CVS distributed, supplied, and sold the Subject Pressure Cooker and otherwise placed the Subject Pressure Cooker used by Plaintiff into the stream of commerce.

55. CVS intended or reasonably foresaw that Plaintiff, as a foreseeable user, would use or come into contact with the Subject Pressure Cooker.

56. The Subject Pressure Cooker is defective in its design, manufacture, and warning.

57. The Subject Pressure Cooker's defects, whether individually or in combination, rendered it unreasonably dangerous for its designed, intended, and foreseeable uses.

58. The Subject Pressure Cooker's defects existed at the time the Subject Pressure Cooker left CVS' possession, custody, and control, and the Subject Pressure Cooker remained defective and unreasonably dangerous until and throughout the incident giving rise to this lawsuit.

59. At all times material hereto, the Subject Pressure Cooker remained substantially unchanged from its designed and manufactured condition.

60. The Subject Pressure Cooker's defective condition actually and proximately caused injury and damage to Plaintiff.

61. Plaintiff suffered personal injuries including (a) bodily injury and any resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconveniences or loss of capacity for the enjoyment of life, experienced in the past or to be experienced in the future; (b) the expense of hospitalization, medical and nursing care and treatment necessarily or reasonably obtained in the past or to be so obtained in the future; and (c) any earnings or working time lost in the past and any loss of ability to earn money in the future.

WHEREFORE, Plaintiff, Germania Madera, demands judgment against Defendant, CVS Pharmacy, Inc. d/b/a CVS Health f/k/a Navarro Discount Pharmacy, LLC, for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages,

non-economic damages, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

COUNT IV—NEGLIGENCE
(Against CVS)

62. Plaintiff re-alleges and incorporates paragraphs 1 through 34 of this Complaint as if fully stated herein.

63. CVS distributed, supplied, and sold the Subject Pressure Cooker and otherwise placed the Subject Pressure Cooker used by Plaintiff into the stream of commerce.

64. CVS intended or reasonably foresaw that Plaintiff, as a foreseeable user, would use or come into contact with the Subject Pressure Cooker.

65. CVS owed a duty to properly design, manufacture, distribute, supply, and sell the Subject Pressure Cooker in a reasonably safe condition and without defect as not to present a danger to members of the general public who would reasonably and foreseeably come into contact with or use the Subject Pressure Cooker, including Plaintiff.

66. CVS owed a duty to adequately test, inspect, and assure the quality of the Subject Pressure Cooker before placing it into the stream of commerce.

67. CVS owed a duty to provide adequate warnings, instructions, and information with the Subject Pressure Cooker.

68. CVS breached the above duties it owed to Plaintiff by assembling, distributing, and selling the Subject Pressure Cooker in a defective and unreasonable

69. CVS's breach of the above duties actually and proximately caused injury and damage to Plaintiff.

70. Plaintiff suffered personal injuries including (a) bodily injury and any resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconveniences

or loss of capacity for the enjoyment of life, experienced in the past or to be experienced in the future; (b) the expense of hospitalization, medical and nursing care and treatment necessarily or reasonably obtained in the past or to be so obtained in the future; and (c) any earnings or working time lost in the past and any loss of ability to earn money in the future.

WHEREFORE, Plaintiff, Germania Madera, demands judgment against Defendant, CVS Pharmacy, Inc. d/b/a CVS Health f/k/a Navarro Discount Pharmacy, LLC, for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

COUNT V— BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Against CVS)

71. Plaintiff re-alleges and incorporates paragraphs 1 through 34 of this Complaint as if fully stated herein.

72. CVS is a merchant with respect to the Subject Pressure Cooker.

73. By selling the Subject Pressure Cooker and placing the Subject Pressure Cooker into the stream of commerce, CVS impliedly warranted that the Subject Pressure Cooker was of merchantable quality.

74. The Subject Pressure Cooker was not of merchantable quality for at least the following reasons:

- a. The Subject Pressure Cooker would not pass without objection in the trade under the contract description;
- b. The Subject Pressure Cooker is not of fair average quality;
- c. The Subject Pressure Cooker is not fit for the ordinary purposes for which such a good is used;

- d. The Subject Pressure Cooker does not run within the variations permitted of even kind, quality, or quantity;
- e. The Subject Pressure Cooker was not adequately contained, packaged, or labeled; and
- f. The Subject Pressure Cooker does not conform to the promises or affirmations of fact made by CVS.

75. The defects in the Subject Pressure Cooker do not conform to the merchantable condition impliedly represented by CVS at the time that Plaintiff purchased the Subject Pressure Cooker.

76. For the reasons set forth above, the Subject Pressure Cooker was not fit for its intended or reasonably foreseeable uses and CVS breached the implied warranty of merchantability.

77. CVS' breaches as described above directly and proximately caused injury and damage to Plaintiff.

78. Plaintiff suffered personal injuries including (a) bodily injury and any resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconveniences or loss of capacity for the enjoyment of life, experienced in the past or to be experienced in the future; (b) the expense of hospitalization, medical and nursing care and treatment necessarily or reasonably obtained in the past or to be so obtained in the future; and (c) any earnings or working time lost in the past and any loss of ability to earn money in the future.

WHEREFORE, Plaintiff, Germania Madera, demands judgment against Defendant, CVS Pharmacy, Inc. d/b/a CVS Health f/k/a Navarro Discount Pharmacy, LLC, for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic

damages, non-economic damages, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiff, Germania Madera, hereby demands a trial by jury on all issues so triable.

Dated: February 15, 2022

Respectfully submitted,

/s/ Branden Weber, Esq.

BRANDEN WEBER, ESQ.

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Counsel for Plaintiff

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Germania Madera
Plaintiff

Case # _____
Judge _____

vs.

Sunbeam Products, Inc., CVS Pharmacy, Inc. d/b/a CVS Health f/k/a Navarro
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
- ☐ \$8,001 - \$30,000
- ☒ \$30,001- \$50,000
- ☐ \$50,001- \$75,000
- ☐ \$75,001 - \$100,000
- ☐ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☒ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☐ Other
 - ☐ Antitrust/Trade regulation
 - ☐ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☐ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

 5

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
- ☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
- ☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Branden Weber
Attorney or party

Fla. Bar # 124283
(Bar # if attorney)

Branden Weber
(type or print name)

02/15/2022
Date