

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO:

GUILLERMO RIGONDEAUX,

Plaintiff,

vs.

HOLIDAY CVS, LLC D/B/A NAVARRO
DISCOUNT PHARMACY #10707,
A Rhode Island Corporation,
And M.B.R. INDUSTRIES, INC.,
A Florida Corporation

Defendant.

_____ /

COMPLAINT

COMES NOW the Plaintiff, GUILLERMO RIGONDEAUX, by and through undersigned counsel, and sues the Defendants, HOLIDAY CVS, LLC D/B/A NAVARRO DISCOUNT PHARMACY #10707 [hereinafter referred to as CVS NAVARRO] and M.B.R. INDUSTRIES, INC., [hereinafter referred to as M.B.R] and allege as follows:

1. The Plaintiff, GUILLERMO RIGONDEAUX, was, at all times material hereto, a resident of Miami-Dade County, Florida, is over the age of eighteen (18) years and is otherwise sui juris.
2. The Defendant, CVS NAVARRO, is a Rhode Island corporation engaged in substantial business in Miami-Dade County, throughout Florida, and nationwide.
3. The Defendant, M.B.R., is a Florida corporation engaged in substantial business in Miami-Dade County, throughout Florida, and nationwide.

JURISDICTION AND VENUE

4. This is an action for damages in excess of seventy-five thousand dollars (\$75,000), exclusive of costs and interest.

5. The Defendant, CVS NAVARRO, is amenable to jurisdiction in Florida as it regularly conducts business in Miami-Dade County and throughout Florida and has substantial contacts with the State of Florida.

6. Every manager, member and agent for the Defendant CVS NAVARRO is a citizen of Rhode Island and operates from their principal place of business at One CVS Drive, Woonsocket, Rhode Island, 02895 and as such the limited liability company is considered a citizen of Rhode Island.

7. The Defendant, M.B.R., is amenable to jurisdiction in Florida as it regularly conducts business in Miami-Dade County and throughout Florida and has substantial contacts with the State of Florida.

8. This Court is the proper venue for resolving this action as the events giving rise to this claim occurred in this District and the cause of action accrued in this judicial district.

9. All conditions precedent and statutory requisites to the initiation and maintenance of this action have occurred, been performed or have been waived.

10. The Plaintiffs seek to recover damages from the Defendant in accordance with applicable law.

STATEMENT OF FACTS

11. At all times, the Defendant M.B.R., designed, manufactured, and/or distributed the Bene Casa Pressure Cooker [hereinafter referred to as the Subject Pressure Cooker] the defective device that caused the Plaintiff's injuries.

12. At all times, the Defendant CVS NAVARRO, distributed and sold the Subject Pressure Cooker to Plaintiff– the defective device that caused the Plaintiff’s injuries.

13. On or about March 3, 2022, GUILLERMO RIGONDEAUX was using the Subject Pressure Cooker making black beans.

14. At some point after GUILLERMO RIGONDEAUX began using the Subject Pressure Cooker, the Subject Pressure Cooker exploded, propelling hot liquid into GUILLERMO RIGONDEAUX’s face, eyes, torso, requiring immediate hospitalization and multiple surgical procedures.

COUNT I- NEGLIGENT FAILURE TO WARN AGAINST M.B.R. INDUSTRIES

15. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

16. At all times M.B.R owed a duty its clients and consumers of the Subject Pressure Cooker to warn of all foreseeable risks associated with the use of the Subject Pressure Cooker which are known or reasonably should be known to M.B.R.

17. The Defendant, M.B.R., breached this duty to the Plaintiff in the following manners:

a. Failure to provide the Plaintiff warnings that the Subject Pressure Cooker could explode if components were left clogged and that would cause the pressure cooker to explode, potentially causing severe injuries or even death.

b. Failure to warn the Plaintiff that clogged instruments in the Subject Pressure Cooker could cause the Subject Pressure Cooker to explode and potentially cause severe injuries or even death.

c. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with using the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.

d. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an

adequate warning as to the dangers associated with clogged instruments in the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.

e. Failure to adequately warn the Plaintiff that using the clogged Subject Pressure Cooker could cause the Subject Blender to explode, potentially causing severe injuries or even death.

f. Failure to adequately warn the Plaintiff that using the Subject Pressure Cooker while clogged could cause the blender to explode, potentially causing severe injuries or even death.

g. Failure to warn the Plaintiff that the Subject Blender could explode and cause potentially severe injuries including permanent disfigurement or death.

h. Other acts or omission discovered in discovery.

18. The Defendant, M.B. R's acts and omissions were the factual and proximate cause of the Plaintiff's injuries.

19. As a result of the Defendant's negligence the Plaintiff was severely injured as described fully below.

COUNT II—STRICT LIABILITY FAILURE TO WARN AGAINST M.B.R. INDUSTRIES

20. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

21. At all times M.B.R. owed a duty to its clients and consumers of the Subject Pressure Cooker, to adequately warn of a particular risk that was known or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution.

22. The Defendant, M.P.R., breached this duty to the Plaintiff in the following manners:

a. Failure to provide the Plaintiff warnings that the Subject Pressure Cooker could explode if components were left clogged and that would cause the pressure cooker to explode, potentially causing severe injuries or even death.

b. Failure to warn the Plaintiff that clogged instruments in the Subject Pressure Cooker could cause the Subject Pressure Cooker to explode and potentially cause severe injuries or even death.

c. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with using the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.

d. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with clogged instruments in the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.

e. Failure to adequately warn the Plaintiff that using the clogged Subject Pressure Cooker could cause the Subject Pressure Cooker to explode, potentially causing severe injuries or even death.

f. Failure to adequately warn the Plaintiff that using the Subject Pressure Cooker while clogged could cause the blender to explode, potentially causing severe injuries or even death.

g. Failure to warn the Plaintiff that the Subject Pressure Cooker could explode and cause potentially severe injuries including permanent disfigurement or death.

h. Other acts or omission discovered in discovery.

23. The Defendant, M.B.R.'s acts and omissions were the factual and proximate cause of Plaintiff's injuries.

24. As a result of the Defendant's negligence the Plaintiff was severely injured as described fully below.

COUNT III- STRICT LIABILITY DESIGN DEFECT AGAINST M.B.R. INDUSTRIES

25. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

26. At all times material, the Defendant, M.B.R., designed the Subject Pressure Cooker.

27. At all times material the Subject Pressure Cooker was in an unreasonably dangerous condition. Specifically:

a. The Subject Pressure Cooker was designed in a dangerously defective way that caused it to explode and burst.

28. The Subject Pressure Cooker was in such defective and unreasonably dangerous condition at the time it left the Defendant, M.B.R.'s control, as well as the time when the subject accident occurred.

29. At all times material, the defective and unreasonably dangerous condition of the Subject Pressure Cooker was the actual and proximate cause of the subject accident and the Plaintiff's injuries as more fully described below.

COUNT IV- NEGLIGENT DESIGN DEFECT AGAINST M.B.R. INDUSTRIES

30. Plaintiff re-allege the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

31. At all times material, the Defendant, M.B.R., had a duty to protect foreseeable users of the Subject Pressure Cooker. Specifically, the Defendant had a duty to take all reasonable precautions to assure the product would not be unreasonably dangerous and/or injure said individuals.

32. At all times material, the Defendant breached its duty to the Plaintiff. Specifically, the defendant designed the Subject Pressure Cooker in a defective and/or dangerous condition in one or more of the following ways:

a. The Subject Pressure Cooker was designed in a dangerously defective way that caused it to explode and burst.

33. At all times material, the Defendant's negligent acts or omissions in designing the Subject Pressure Cooker in a defective condition, caused the Plaintiff both factually and proximately to sustain injuries.

COUNT V- STRICT LIABILITY MANUFACTURE DEFECT AGAINST M.B.R. INDUSTRIES

34. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

35. At all times material, the Defendant, M.B.R., manufactured the Subject Pressure Cooker.

36. At all times material, the Subject Pressure Cooker was in an unreasonably dangerous condition. Specifically:

a. The Subject Pressure Cooker was manufactured in a dangerously defective way that caused it to explode and burst.

37. The Subject Pressure Cooker was in such defective and unreasonably dangerous condition at the time it left the Defendant, M.B.R.'s control, as well as the time when the subject accident occurred.

38. At all times material, the defective and unreasonably dangerous condition of the Subject Pressure Cooker was the actual and proximate cause of the subject accident and the Plaintiff's injuries as more fully described below.

COUNT VI- NEGLIGENT MANUFACTURING DEFECT AGAINST M.B.R. INDUSTRIES

39. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

40. At all times material, the Defendant, M.B.R., had a duty to protect foreseeable users of the Subject Pressure Cooker. Specifically, the Defendant had a duty to take all reasonable

precautions to assure the product would not be unreasonable dangerous and/or injure said individuals.

41. At all times material, the Defendant breached its duty to the Plaintiff. Specifically, the defendant manufactured the Subject Pressure Cooker in a defective and/or dangerous condition in one or more of the following ways:

a. The Subject Pressure Cooker was manufactured in a dangerously defective way that caused it to explode and burst.

42. At all times material, the Defendant's negligent acts and omissions in manufacturing the Subject Pressure Cooker in a defective condition, caused the Plaintiff both factually and proximately to sustain injuries.

COUNT VII- BREACH OF WARRANTY AGAINST M.B.R. INDUSTRIES

43. Plaintiff re-allege the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

44. At all times material, the Plaintiff, as a consumer, was among the class of persons to whom an implied warranty for the Subject Pressure Cooker was given by the Defendant, M.B.R.

45. Moreover, the Defendant M.B.R., owed a duty to the Plaintiff to warn the Plaintiff of any potential defects/risks associated with the Subject Pressure Cooker, may cause harm to the Plaintiff, particularly when the Defendant has notice.

46. Furthermore, the Defendant M.B.R., was on notice that a clogged instrument in the Subject Pressure Cooker, may cause harm to both the Plaintiff, and the foods/liquids placed in the pressure cooker.

47. Additionally, when the Plaintiff purchased the Subject Blender, the Defendant M.B.R failed to adequately warn the Plaintiff of these potential defects/risks of the Subject

Pressure Cooker by only mentioning the risks to the Subject Pressure Cooker, but not to the Plaintiff himself.

48. As a result, the Plaintiff was injured from use of the Subject Pressure Cooker.

COUNT VIII- NEGLIGENT FAILURE TO WARN AGAINST CVS NAVARRO

49. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

50. At all times CVS NAVARRO owed a duty its clients and consumers of the Subject Pressure Cooker to warn of all foreseeable risks associated with the use of the Subject Pressure Cooker which are known or reasonably should be known to CVS NAVARRO.

51. The Defendant, CVS NAVARRO, breached this duty to the Plaintiff in the following manners:

- a. Failure to provide the Plaintiff warnings that the Subject Pressure Cooker could explode if components were left clogged and that would cause the pressure cooker to explode, potentially causing severe injuries or even death.
- b. Failure to warn the Plaintiff that clogged instruments in the Subject Pressure Cooker could cause the Subject Pressure Cooker to explode and potentially cause severe injuries or even death.
- c. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with using the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.
- d. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with clogged instruments in the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.
- e. Failure to adequately warn the Plaintiff that using the clogged Subject Pressure Cooker could cause the Subject Blender to explode, potentially causing severe injuries or even death.

f. Failure to adequately warn the Plaintiff that using the Subject Pressure Cooker while clogged could cause the blender to explode, potentially causing severe injuries or even death.

g. Failure to warn the Plaintiff that the Subject Pressure Cooker could explode and cause potentially severe injuries including permanent disfigurement or death.

h. Other acts or omission discovered in discovery.

52. The Defendant, CVS NAVARRO's acts and omissions were the factual and proximate cause of the Plaintiff's injuries.

53. As a result of the Defendant's negligence the Plaintiff was severely injured as described fully below.

COUNT IX—STRICT LIABILITY FAILURE TO WARN AGAINST CVS NAVARRO

54. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

55. At all times CVS NAVARRO owed a duty to its clients and consumers of the Subject Pressure Cooker, to adequately warn of a particular risk that was known or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution.

56. The Defendant, CVS NAVARRO, breached this duty to the Plaintiff in the following manners:

a. Failure to provide the Plaintiff warnings that the Subject Pressure Cooker could explode if components were left clogged and that would cause the pressure cooker to explode, potentially causing severe injuries or even death.

b. Failure to warn the Plaintiff that clogged instruments in the Subject Pressure Cooker could cause the Subject Pressure Cooker to explode and potentially cause severe injuries or even death.

c. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with using the Subject Pressure

Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.

d. Given the severity of the possible injuries which include permanent disfigurement or even death, the Defendant failed to provide the Plaintiff with an adequate warning as to the dangers associated with clogged instruments in the Subject Pressure Cooker. To wit, Defendant failed to place any warnings on the actual Subject Pressure Cooker so that all consumers of the product would have knowledge of the very severe injuries that could occur from certain uses of the product.

e. Failure to adequately warn the Plaintiff that using the clogged Subject Pressure Cooker could cause the Subject Pressure Cooker to explode, potentially causing severe injuries or even death.

f. Failure to adequately warn the Plaintiff that using the Subject Pressure Cooker while clogged could cause the blender to explode, potentially causing severe injuries or even death.

g. Failure to warn the Plaintiff that the Subject Pressure Cooker could explode and cause potentially severe injuries including permanent disfigurement or death.

h. Other acts or omission discovered in discovery.

57. The Defendant, CVS NAVARRO's acts and omissions were the factual and proximate cause of Plaintiff's injuries.

58. As a result of the Defendant's negligence the Plaintiff was severely injured as described fully below.

COUNT X- STRICT LIABILITY DESIGN DEFECT AGAINST CVS NAVARRO

59. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

60. At all times material, the Defendant, CVS NAVARRO., sold the Subject Pressure Cooker.

61. At all times material the Subject Pressure Cooker was in an unreasonably dangerous condition. Specifically:

a. The Subject Pressure Cooker was designed in a dangerously defective way that caused it to explode and burst.

62. The Subject Pressure Cooker was in such defective and unreasonably dangerous condition at the time it left the Defendant, CVS NAVARRO.'s control, as well as the time when the subject accident occurred.

63. At all times material, the defective and unreasonably dangerous condition of the Subject Pressure Cooker was the actual and proximate cause of the subject accident and the Plaintiff's injuries as more fully described below.

COUNT XI- NEGLIGENT DESIGN DEFECT AGAINST CVS NAVARRO

64. Plaintiff re-allege the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

65. At all times material, the Defendant, CVS NAVARRO, had a duty to protect foreseeable users of the Subject Pressure Cooker. Specifically, the Defendant had a duty to take all reasonable precautions to assure the product would not be unreasonably dangerous and/or injure said individuals.

66. At all times material, the Defendant breached its duty to the Plaintiff. Specifically, the defendant sold the Subject Pressure Cooker in a defective and/or dangerous condition in one or more of the following ways:

a. The Subject Pressure Cooker was designed in a dangerously defective way that caused it to explode and burst.

67. At all times material, the Defendant's negligent acts or omissions in designing the Subject Pressure Cooker in a defective condition, caused the Plaintiff both factually and proximately to sustain injuries.

COUNT XII- STRICT LIABILITY MANAFACTURE DEFECT AGAINST CVS NAVARRO

68. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

69. At all times material, the Defendant, CVS NAVARRO, sold the Subject Pressure Cooker.

70. At all times material, the Subject Pressure Cooker was in an unreasonably dangerous condition. Specifically:

a. The Subject Pressure Cooker was manufactured in a dangerously defective way that caused it to explode and burst.

71. The Subject Pressure Cooker was in such defective and unreasonably dangerous condition at the time it left the Defendant, CVS NAVARRO's control, as well as the time when the subject accident occurred.

72. At all times material, the defective and unreasonably dangerous condition of the Subject Pressure Cooker was the actual and proximate cause of the subject accident and the Plaintiff's injuries as more fully described below.

COUNT XIII- NEGLIGENCE MANUFACTURING DEFECT AGAINST CVS NAVARRO

73. Plaintiff re-alleges the allegations set forth above in paragraphs one (1) through fourteen (14) as if set forth herein in full and further allege:

74. At all times material, the Defendant, CVS NAVARRO., had a duty to protect foreseeable users of the Subject Pressure Cooker. Specifically, the Defendant had a duty to

take all reasonable precautions to assure the product would not be unreasonable dangerous and/or injure said individuals.

75. At all times material, the Defendant breached its duty to the Plaintiff. Specifically, the defendant sold the Subject Pressure Cooker in a defective and/or dangerous condition in one or more of the following ways:

a. The Subject Pressure Cooker was manufactured in a dangerously defective way that caused it to explode and burst.

76. At all times material, the Defendant's negligent acts and omissions in manufacturing the Subject Pressure Cooker in a defective condition, caused the Plaintiff both factually and proximately to sustain injuries.

COUNT XIV- BREACH OF WARRANTY AGAINST CVS NAVARRO

77. Plaintiff re-allege the allegations set forth above in paragraphs one (1) through thirteen (13) as if set forth herein in full and further allege:

78. At all times material, the Plaintiff, as a consumer, was among the class of persons to whom an implied warranty for the Subject Pressure Cooker was given by the Defendant, CVS NAVARRO.

79. Moreover, the Defendant CVS NAVARRO, owed a duty to the Plaintiff to warn the Plaintiff of any potential defects/risks associated with the Subject Pressure Cooker, may cause harm to the Plaintiff, particularly when the Defendant has notice.

80. Furthermore, the Defendant CVS NAVARRO, was on notice that a clogged instrument in the Subject Pressure Cooker, may cause harm to both the Plaintiff, and the foods/liquids placed in the pressure cooker.

81. Additionally, when the Plaintiff purchased the Subject Blender, the Defendant CVS NAVARRO failed to adequately warn the Plaintiff of these potential defects/risks of the

Subject Pressure Cooker by only mentioning the risks to the Subject Pressure Cooker, but not to the Plaintiff himself.

82. As a result, the Plaintiff was injured from use of the Subject Pressure Cooker.

CLAIM OF GUILLERMO RIGONDEAUX

83. The Plaintiff adopts and re-alleges the allegations contained in paragraph one (1) through fourteen(14) as if fully set forth herein, and further allege:

84. As a direct and proximate result of the negligence by M.B.R. INDUSTRIES and CVS NAVARRO, GUILLERMO RIGONDEAUX makes the following claim for damages:

- a. Permanent bodily injury;
- b. Pain and suffering;
- c. Permanent disability;
- d. Permanent disfigurement;
- e. Mental anguish;
- f. Medical, nursing, and rehabilitative expenses;
- g. Loss of capacity for the enjoyment of life;
- h. Loss of consortium; and
- i. All other damages allowed by law.

WHEREFORE, the Plaintiff, GUILLERMO RIGONDEAUX, demand judgment for damages against Defendant, M.B.R INDUSTRIES and CVS NAVARRO, trial by jury for all issues so triable, and any other relief this Honorable Court deems just and proper.

DEMAND FOR JURY TRIAL

The Plaintiff further demands trial by jury of all issues so triable as a matter of right.

DATED this 20th day of April, 2022.
Respectfully Submitted,
/s/ Raphael Lopez, Esq.
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