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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA

ROBERT CAZENAVE,

CASE NO.:

Plaintiff,

vs.

GTEK SOLUTIONS, LLC. d/b/a ZUVAPE
VAPING EMPORIUM, A Florida Limited
Liability Company; BOCA GLADES MKT, LLC.
d/b/a VAPES and MORE, III, A Florida Limited
Liability Company and BOCAVAPES, INC., A
Florida Corporation,

Defendants.

_____ /

COMPLAINT

COMES NOW the Plaintiff, ROBERT CAZENAVE, by and through the undersigned counsel, and sues the Defendant, GTEK SOLUTIONS, LLC. d/b/a ZUVAPE VAPING EMPORIUM, A Florida Limited Liability Company; BOCA GLADES MKT, LLC. d/b/a VAPES and MORE, III, A Florida Limited Liability Company and BOCAVAPES, INC., A Florida Corporation, and as grounds therefore states:

ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages in excess of \$15,000.00, exclusive of interest and costs.
2. At all times material hereto, the Plaintiff, ROBERT CAZENAVE, is a resident of Palm Beach County, Florida.

3. At all times material herein, Defendant, GTEK SOLUTIONS, LLC. (hereinafter "GTEK") was and is a Florida Limited Liability Company authorized to and doing business within the State of Florida, and more specifically, in Lake Worth, Palm Beach County, Florida.

4. At all times material herein, Defendant, BOCA GLADES MKT, LLC. (hereinafter "BOCA GLADES") was and is a Florida Limited Liability Company authorized to and doing business within the State of Florida, and more specifically, in Boca Raton, Palm Beach County, Florida.

5. At all times material herein, Defendant, BOCAVAPES, INC. (hereinafter "BOCAVAPES") was and is a Florida Profit Corporation authorized to and doing business within the State of Florida, and more specifically, in Boca Raton, Palm Beach County, Florida.

6. At all times material hereto, Defendant, GTEK, and/or Defendant, BOCA GLADES and/or Defendant, BOCAVAPES, either by itself or by use of others under their control, designed, manufactured, created, tested, labeled, sterilized, packaged, marketed, advertised, distributed and/or sold a Vape Pen battery (model number 18650), with the knowledge and intent that it be used by consumers, such as the Plaintiff, ROBERT CAZENAVE.

7. On or about June 16, 2016, Plaintiff, ROBERT CAZENAVE, purchased a Vape Pen battery (model number 18650) "hereinafter referred to as the battery" from Defendant, GTEK SOLUTIONS, LLC's instructions.

8. On or about June 17, 2016, shortly after its purchase, Plaintiff, ROBERT CAZENAVER, placed the battery in one of his pants pockets and shortly thereafter it exploded and caught his pants on fire.

9. As a direct and proximate result of the defective design, manufacture, distribution and/or sale of the subject battery, the Plaintiff, ROBERT CAZENAVER, has suffered permanent injury, including but not limited to permanent scarring and other injuries, all of which have caused substantial permanent physical, mental and emotional pain and suffering, all of which continue to require extensive medical care and treatment.

COUNT I
STRICT LIABILITY AGAINST GTEK SOLUTIONS

Plaintiff, ROBERT CAZENAVER, realleges the allegations contained in paragraphs 1-9 as set forth above.

10. During the relevant time period, Defendant, GTEK was in the business of manufacturing, promoting, distributing and/or selling Vape Pen battery (model number 18650).

11. As such, Defendant, GTEK owed a duty to ultimate consumers of its products including the Plaintiff, to exercise reasonable care for the health, safety, and welfare of those consumers. At all times material hereto, Defendant, GTEK knew, or in the exercise of reasonable care, should have known the risks associated with the use of Vape Pen battery (model number 18650).

12. Defendant, GTEK defectively designed, manufactured, tested, distributed and/or sold the Vape Pen battery (model number 18650) in a defective condition, dangerous to its ultimate user, the Plaintiff, ROBERT CAZENAVER, in respects including

but not limited to the following:

(a) failing to reasonably design and manufacture the Vape Pen battery (model number 18650) in a manner which would have prevented injury to those like ROBERT CAZENAVE;

(b) failing to reasonably distribute and sell the Vape Pen battery (model number 18650) in a reasonable manner; and/or

(c) failing to reasonably provide adequate warnings regarding the defective and unreasonably dangerous Vape Pen battery (model number 18650), while having actual or constructive knowledge of the hazards associated with the product.

13. As a proximate result of the defects in the Defendant, GTEK SOLUTIONS, LLC's, Vape Pen battery (model number 18650) as described above, Plaintiff, ROBERT CAZENAVE, suffered damages including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, ROBERT CAZENAVE demands judgment for damages against Defendant, GTEK SOLUTIONS, LLC, together with the costs of this action and all other relief recoverable by law, and further demands trial by jury on all issues so triable.

COUNT II
NEGLIGENCE AGAINST DEFENDANT, GTEK

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

14. Defendant, GTEK owed Plaintiff, ROBERT CAZENAVE, a duty to use

reasonable care in the design, manufacture, distribution and/or sale of Vape Pen battery (model number 18650) so that it would be reasonably safe for its intended use.

15. Defendant, GTEK breached its duty by negligently designing, manufacturing, distributing and/or selling Vape Pen battery (model number 18650), in respects including but not limited to the following:

(a) failing to reasonably design and manufacture Vape Pen battery (model number 18650) in a manner which would have prevented injury to those like ROBERT CAZENAVE;

(b) failing to reasonably distribute and sell Vape Pen battery (model number 18650) in a reasonable manner; and/or

(c) failing to reasonably provide adequate warnings regarding the hazards and dangers of Vape Pen battery (model number 18650), having actual or constructive knowledge of the hazards associated with the product.

16. As a direct and proximate result of the negligence of Defendant, GTEK SOLUTIONS, LLC, as stated above, Plaintiff, ROBERT CAZENAVE, suffered damages including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAVE, demands judgment for damages against Defendant, GTEK SOLUTIONS, LLC, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT III
BREACH OF IMPLIED WARRANTY
AGAINST DEFENDANT, GTEK

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

17. In the design, manufacture, marketing, distribution, and/or sale of the Vape Pen battery (model number 18650), Defendant, GTEK impliedly warranted that Vape Pen battery (model number 18650) was merchantable and reasonably fit and suitable for the ordinary purposes for which the product was to be used and that the product conformed to the standards of merchantability imposed by Florida common law and by §672.314, Florida Statutes.

18. Defendant, GTEK breached its implied warranty of merchantability as Vape Pen battery (model number 18650) was sold and placed into the stream of commerce in a defective, unmerchantable condition and in such a manner as to constitute an unreasonable danger and hazard to ROBERT CAZENAVE when the product was used for its intended purpose.

19. As a direct and proximate result of this breach of implied warranty, Plaintiff ROBERT CAZENAVE suffered physical damages, including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAVE, demands judgment for damages against Defendant, GTEK SOLUTIONS, LLC, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT IV
BREACH OF EXPRESS WARRANTY
AGAINST DEFENDANT, GTEK

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

20. In the design, manufacture, marketing, distribution and/or sale of Vape Pen battery (model number 18650), Defendant, GTEK made affirmations of fact and/or promises and/or descriptions relating to the product which were part of the basis of the bargain that the product was free of defects and was merchantable and reasonably fit and suitable for the ordinary purposes for which the product was to be used. These representations constitute express warranties under Florida common law and §672.313, Florida Statutes.

21. Defendant, GTEK breached these express warranties as the Vape Pen battery (model number 18650) was sold and placed into the stream of commerce by Defendant, GTEK SOLUTIONS, LLC in a defective, unmerchantable condition and in such a manner as to constitute a danger and hazard to the Plaintiff when the product was used for its intended purpose.

22. As a direct and proximate result of this breach of express warranty, Plaintiff ROBERT CAZENAVE suffered physical damages, including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish,

loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAVE, demands judgment for damages against Defendant, DEFENDANT, GTEK SOLUTIONS, LLC, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT V
STRICT LIABILITY AGAINST BOCA GLADES

Plaintiff, ROBERT CAZENAVE, realleges the allegations contained in paragraphs 1-9 as set forth above.

23. During the relevant time period, Defendant BOCA GLADES was in the business of manufacturing, promoting, distributing and/or selling Vape Pen battery (model number 18650).

24. As such, Defendant BOCA GLADES owed a duty to ultimate consumers of its products including the Plaintiff, to exercise reasonable care for the health, safety, and welfare of those consumers. At all times material hereto, BOCA GLADES knew, or in the exercise of reasonable care, should have known the risks associated with the use of Vape Pen battery (model number 18650).

25. Defendant BOCA GLADES defectively designed, manufactured, tested, distributed and/or sold the Vape Pen battery (model number 18650) in a defective condition, dangerous to its ultimate user, the Plaintiff, ROBERT CAZENAVE, in respects including but not limited to the following:

(a) failing to reasonably design and manufacture the Vape Pen battery (model number 18650) in a manner which would have prevented injury to those like ROBERT CAZENAVE;

(b) failing to reasonably distribute and sell the Vape Pen battery (model number 18650) in a reasonable manner; and/or

(c) failing to reasonably provide adequate warnings regarding the defective and unreasonably dangerous Vape Pen battery (model number 18650), while having actual or constructive knowledge of the hazards associated with the product.

26. As a proximate result of the defects in the Defendant, BOCA GLADES', Vape Pen battery (model number 18650) as described above, Plaintiff, ROBERT CAZENAVE, suffered damages including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, ROBERT CAZENAVE demands judgment for damages against Defendant BOCA GLADES MKT, LLC., together with the costs of this action and all other relief recoverable by law, and further demands trial by jury on all issues so triable.

COUNT VI
NEGLIGENCE AGAINST BOCA GLADES

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

27. Defendant BOCA GLADES owed Plaintiff, ROBERT CAZENAVE, a duty to use reasonable care in the design, manufacture, distribution and/or sale of Vape Pen battery

(model number 18650) so that it would be reasonably safe for its intended use.

28. Defendant BOCA GLADES breached its duty by negligently designing, manufacturing, distributing and/or selling Vape Pen battery (model number 18650), in respects including but not limited to the following:

- (a) failing to reasonably design and manufacture Vape Pen battery (model number 18650) in a manner which would have prevented injury to those like ROBERT CAZENAVE;
- (b) failing to reasonably distribute and sell Vape Pen battery (model number 18650) in a reasonable manner; and/or
- (c) failing to reasonably provide adequate warnings regarding the hazards and dangers of Vape Pen battery (model number 18650), having actual or constructive knowledge of the hazards associated with the product.

29. As a direct and proximate result of the negligence of Defendant, BOCA GLADES, as stated above, Plaintiff, ROBERT CAZENAVE, suffered damages including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAVE, demands judgment for damages against Defendant, BOCA GLADES, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT VII
BREACH OF IMPLIED WARRANTY AGAINST BOCA GLADES

Plaintiff ROBERT CAZENAIVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

30. In the design, manufacture, marketing, distribution, and/or sale of the Vape Pen battery (model number 18650), Defendant BOCA GLADES impliedly warranted that Vape Pen battery (model number 18650) was merchantable and reasonably fit and suitable for the ordinary purposes for which the product was to be used and that the product conformed to the standards of merchantability imposed by Florida common law and by §672.314, Florida Statutes.

31. Defendant BOCA GLADES breached its implied warranty of merchantability as Vape Pen battery (model number 18650) was sold and placed into the stream of commerce in a defective, unmerchantable condition and in such a manner as to constitute an unreasonable danger and hazard to ROBERT CAZENAIVE when the product was used for its intended purpose.

32. As a direct and proximate result of this breach of implied warranty, Plaintiff ROBERT CAZENAIVE suffered physical damages, including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAIVE, demands judgment for damages against Defendant BOCA GLADES, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT VIII
BREACH OF EXPRESS WARRANTY AGAINST BOCA GLADES

Plaintiff ROBERT CAZENAIVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

33. In the design, manufacture, marketing, distribution and/or sale of Vape Pen battery (model number 18650), BOCA GLADES made affirmations of fact and/or promises and/or descriptions relating to the product which were part of the basis of the bargain that the product was free of defects and was merchantable and reasonably fit and suitable for the ordinary purposes for which the product was to be used. These representations constitute express warranties under Florida common law and §672.313, Florida Statutes.

34. BOCA GLADES breached these express warranties as the Vape Pen battery (model number 18650) was sold and placed into the stream of commerce by BOCA GLADES in a defective, unmerchantable condition and in such a manner as to constitute a danger and hazard to the Plaintiff when the product was used for its intended purpose.

35. As a direct and proximate result of this breach of express warranty, Plaintiff ROBERT CAZENAIVE suffered physical damages, including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAIVE, demands judgment for damages against Defendant, BOCA GLADES, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT IX
STRICT LIABILITY AGAINST BOCAVAPES

Plaintiff, ROBERT CAZENAIVE, realleges the allegations contained in paragraphs 1-9 as set forth above.

36. During the relevant time period, Defendant BOCAVAPES was in the business of manufacturing, promoting, distributing and/or selling Vape Pen battery (model number 18650).

37. As such, Defendant BOCAVAPES owed a duty to ultimate consumers of its products including the Plaintiff, to exercise reasonable care for the health, safety, and welfare of those consumers. At all times material hereto, BOCAVAPES knew, or in the exercise of reasonable care, should have known the risks associated with the use of Vape Pen battery (model number 18650).

38. Defendant BOCAVAPES defectively designed, manufactured, tested, distributed and/or sold the Vape Pen battery (model number 18650) in a defective condition, dangerous to its ultimate user, the Plaintiff, ROBERT CAZENAIVE, in respects including but not limited to the following:

(a) failing to reasonably design and manufacture the Vape Pen battery (model number 18650) in a manner which would have prevented injury to those like

ROBERT CAZENAIVE;

(b) failing to reasonably distribute and sell the Vape Pen battery (model number 18650) in a reasonable manner; and/or

(c) failing to reasonably provide adequate warnings regarding the defective and unreasonably dangerous Vape Pen battery (model number 18650), while having actual or constructive knowledge of the hazards associated with the product.

39. As a proximate result of the defects in the Defendant, BOCAVAPES', Vape Pen battery (model number 18650) as described above, Plaintiff, ROBERT CAZENAVE, suffered damages including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, ROBERT CAZENAVE demands judgment for damages against Defendant BOCAVAPES, together with the costs of this action and all other relief recoverable by law, and further demands trial by jury on all issues so triable.

COUNT X
NEGLIGENCE AGAINST BOCAVAPES

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

40. Defendant BOCAVAPES owed Plaintiff, ROBERT CAZENAVE, a duty to use reasonable care in the design, manufacture, distribution and/or sale of Vape Pen battery (model number 18650) so that it would be reasonably safe for its intended use.

41. Defendant BOCAVAPES breached its duty by negligently designing, manufacturing, distributing and/or selling Vape Pen battery (model number 18650), in respects including but not limited to the following:

(a) failing to reasonably design and manufacture Vape Pen battery (model number 18650) in a manner which would have prevented injury to those like ROBERT CAZENAVE;

(b) failing to reasonably distribute and sell Vape Pen battery (model number 18650) in a reasonable manner; and/or

(c) failing to reasonably provide adequate warnings regarding the hazards and dangers of Vape Pen battery (model number 18650), having actual or constructive knowledge of the hazards associated with the product.

42. As a direct and proximate result of the negligence of Defendant, BOCAVAPES, as stated above, Plaintiff, ROBERT CAZENAVE, suffered damages including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAVE, demands judgment for damages against Defendant, BOCAVAPES, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT XI
BREACH OF IMPLIED WARRANTY AGAINST BOCAVAPES

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

43. In the design, manufacture, marketing, distribution, and/or sale of the Vape Pen battery (model number 18650), Defendant BOCAVAPES impliedly warranted that

Vape Pen battery (model number 18650) was merchantable and reasonably fit and suitable for the ordinary purposes for which the product was to be used and that the product conformed to the standards of merchantability imposed by Florida common law and by §672.314, Florida Statutes.

44. Defendant BOCAVAPES breached its implied warranty of merchantability as Vape Pen battery (model number 18650) was sold and placed into the stream of commerce in a defective, unmerchantable condition and in such a manner as to constitute an unreasonable danger and hazard to ROBERT CAZENAVE when the product was used for its intended purpose.

45. As a direct and proximate result of this breach of implied warranty, Plaintiff ROBERT CAZENAVE suffered physical damages, including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAVE, demands judgment for damages against Defendant BOCAVAPES, together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

COUNT XII
BREACH OF EXPRESS WARRANTY AGAINST BOCAVAPES.

Plaintiff ROBERT CAZENAVE re-alleges the allegations contained in paragraphs 1-9 as set forth above.

46. In the design, manufacture, marketing, distribution and/or sale of Vape Pen battery (model number 18650), Defendant BOCAVAPES made affirmations of fact

and/or promises and/or descriptions relating to the product which were part of the basis of the bargain that the product was free of defects and was merchantable and reasonably fit and suitable for the ordinary purposes for which the product was to be used. These representations constitute express warranties under Florida common law and §672.313, Florida Statutes.

47. Defendant BOCAVAPES breached these express warranties as the Vape Pen battery (model number 18650) was sold and placed into the stream of commerce by BOCAVAPES in a defective, unmerchantable condition and in such a manner as to constitute a danger and hazard to the Plaintiff when the product was used for its intended purpose.

48. As a direct and proximate result of this breach of express warranty, Plaintiff ROBERT CAZENAVE suffered physical damages, including without limitation, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, and permanent scarring. The losses described are permanent or continuing in nature and she will suffer such losses in the future.

WHEREFORE, Plaintiff, ROBERT CAZENAIVE, demands judgment for damages against Defendant, BOCAVAPES, INC. together with the costs of this action and all other relief recoverable by law, and further demand trial by jury on all issues so triable.

BODDEN & BENNETT LAW GROUP
Attorneys for the Plaintiff
1880 North Congress Avenue, #401
Boynton Beach, FL 33426
Telephone: (561)806-5229
Facsimile: (561)806-5244
Desig. Email: litlaw@boddenbennettlaw.com

By: /s/ Carlos A. Bodden
CARLOS A. BODDEN, ESQ.
Florida Bar No.: 093343
W. DAVID BENNETT, ESQ.
Florida Bar No.: 0877146

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