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**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA**

**CASE NO:
JURY DEMANDED**

LISA WRIGHT,

Plaintiff,

vs.

**SUNBEAM PRODUCTS, INC., a
Florida corporation,**

Defendant.

COMPLAINT

COMES NOW, the Plaintiff, LISA WRIGHT, by and through undersigned counsel and for the cause of action against Defendant SUNBEAM PRODUCTS, INC., and files this Complaint, and alleges and states the following:

1. This cause of action arises out of the serious, permanent, and life-altering physical injuries Lisa sustained when she was using a heating pad for inflammation on her chest manufactured by Sunbeam Products, Inc. As more fully described below, the subject heating pad Lisa used on her chest was defective and resulted in the third degree burns she sustained on her chest:



2. This is an action for damages that exceeds the sum of THIRTY THOUSAND DOLLARS (\$30,000.00), exclusive of costs, interest and attorneys' fees (The estimated value of Plaintiff's claim is in excess of the minimum jurisdictional threshold required by this Court). Accordingly, Plaintiff has entered "\$30,001" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for *jurisdictional purposes only* (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

3. Plaintiff, LISA WRIGHT (referred to hereinafter as Lisa or Ms. Wright), is and was at all times material hereto a resident and citizen of Lee County, Florida and is *sui juris*.

4. Defendant SUNBEAM PRODUCTS, INC. (hereinafter referred to as "Sunbeam") is a Florida corporation with its principal place of business 2381 Executive Center Drive, Boca Raton, Florida 33431. At all times pertinent to this action, Defendant Sunbeam was regularly doing business within the State of Florida; has sold products within the State of Florida that it imported, tested, manufactured, and/or designed, including selling the Subject Heating Pad directly into Florida's stream of commerce.

5. Defendant Sunbeam was at all times material hereto in the business of inspecting, testing, distributing, advertising, marketing, importing, and selling a variety of pain relief products, including the Sunbeam Heating Pad, that was involved in the incident that forms the basis of this Complaint (hereinafter “Subject Heating Pad”).

6. Further, Defendant Sunbeam submitted itself to the jurisdiction of this Honorable Court by doing personally or through its agents, at all times material to this cause of action, the following acts:

- a. Committing a tortious act within this State by marketing, selling, and delivering a variety of pain relief products, including the Subject Heating Pad, to persons, firms, dealers, or corporations in this State. Such products were used by consumers in Florida, including LISA WRIGHT, in the ordinary course of commerce and trade;
- b. Conducting and engaging in substantial business and other activities in the State of Florida by marketing, importing, supplying, distributing, delivering, and selling a variety of pain relief products, including the Subject Heating Pad, to persons, firms, dealers, or corporations in this state via its distributors, wholesalers, dealers, and brokers. Such products were used by consumers in Florida, including LISA WRIGHT, in the ordinary course of commerce and trade;
- c. Conducting and engaging in substantial business and other activities in the state of Florida by advertising, merchandising, marketing, and selling defective heating pads, including the Subject Heating Pad, to persons, firms, or corporations in this state by regularly attending industry and trade shows in Florida where Sunbeam

marketed, advertised, and displayed its products and distribution services to the public, dealers, distributors, wholesalers, and brokers in the State of Florida;

- d. The acts or omissions of Defendant, Sunbeam, caused injuries to persons in Florida, including LISA WRIGHT. At or about the time of said injuries, Sunbeam engaged in marketing, advertising, and solicitation activities in Florida to promote the sale, consumption, use, maintenance and/or repair of its pain relief products, including the Subject Heating Pad; and
- e. Selling heating pads, including the Subject Heating Pad, with knowledge or reason to foresee that they would be shipped in interstate commerce and would reach the market of Florida and its users or consumers.

7. On February 8, 2020, Lisa was suffering with inflammation in her chest that resulted in severe discomfort. As a solution to her pain, Ms. Wright placed the Subject Heating Pad on her chest to reduce the inflammation. While using the Subject Heating Pad, Lisa sustained severe third degree burns on her chest.

8. The tissues on Lisa's chest sustained severe and extensive third degree burns that spanned across her right breast, where the burns were concentrated.

9. Dr. Paul Engel of Family Practice Cape Family Medicine confirms the Subject Heating Pad as the result of Ms. Wright's injuries – reflecting that 'The burns are located on the chest. The burns were caused by electrical contact. The skin at the site of the burns is red, oozing and white.'

10. Lisa has suffered both extensive physical and mental trauma as a result of the injuries sustained. The physical scarring left on her breast from the burns has caused physical and emotional discomfort for Ms. Wright. Additionally, Lisa underwent debridement surgery as

a result of her injuries, which has caused additional physical and mental trauma as a direct result of the Subject Heating Pad.

11. Without question, the Subject Heating Pad failed to perform correctly, as designed and/or as intended, or as expected by a reasonable consumer during the Incident described above.

12. As a result of Defendants' negligence, strict liability, and other liability producing conduct, as more fully described below, Plaintiff has sustained and will continue to suffer significant damages.

COUNT I – STRICT LIABILITY OF DEFENDANT SUNBEAM

13. Plaintiff adopts and reincorporates the allegations of paragraphs 1-12 above, as though each was fully set forth herein.

14. Defendant Sunbeam is in the business of designing, assembling, testing, manufacturing, inspecting, distributing, importing, selling, and/or supplying pain relief products, including the Subject Heating Pad.

15. Defendant Sunbeam imported, marketed, sold, and/or ultimately placed the Subject Heating Pad into Florida's stream of commerce.

16. The Subject Heating Pad was expected to reach and was encountered by consumers, including Plaintiff Lisa Wright, without substantial change in the condition in which it was designed, assembled, tested, inspected, manufactured, imported, distributed, sold, and/or supplied by Defendant Sunbeam.

17. The Subject Heating Pad was distributed, sold, and/or supplied by Defendant Sunbeam in a defective and unreasonably dangerous condition.

18. The Subject Heating Pad was in a defective and unreasonably dangerous condition at the time of the Incident which is the subject matter of this Complaint by reason of defects in its design and manufacture, in that:

- (a) The Subject Heating Pad was not reasonably fit, suitable, or safe for its intended or represented purpose;
- (b) The Subject Heating Pad was defective due to the Defendant's failure to test and/or adequately test the Subject Heating Pad as a whole to ensure that it was reasonably safe and suitable for its intended purpose and use so as to ensure that it was not unreasonably dangerous under foreseeable circumstances;
- (c) The Subject Heating Pad was sold without adequate warnings to owners and foreseeable users of the unreasonably dangerous and defective conditions, despite the fact that Defendant knew or in the exercise of reasonable care should have known of the unreasonably dangerous and defective condition;
- (d) The Subject Heating Pad was designed, developed, tested, manufactured, assembled, sold and/or designed in a manner which breached express or implied warranties of merchantability and/or fitness for its intended purpose;
- (e) The Subject Heating Pad violated the consumer expectation test because it did not perform as a reasonable consumer would expect when using it for its ordinary, intended, and foreseeable purpose – relieve pain in a noninvasive manner;
- (f) The Subject Heating Pad was defective because it was not designed adequately and it failed under normal and foreseeable conditions, thus leading to the chain of events that caused injury to Plaintiff and the permanent scarring and disfigurement to LISA WRIGHT;
- (g) The Subject Heating Pad was defective in design because Sunbeam failed to test, inspect, and design for foreseeable problems and dangerous conditions in the Subject Heating Pad, despite the fact that such defects could manifest under foreseeable use, misuse, and/or abuse that a reasonable consumer, user and/or bystander would expect; and
- (h) The Subject Heating Pad lacked adequate warnings to owners and foreseeable users of the unreasonably dangerous and defective conditions, despite the fact that Defendant Sunbeam either knew or in the exercise of reasonable care should have known of the unreasonably dangerous and defective condition at the time of sale.

19. Based upon information and belief, the Subject Heating Pad was wrongfully designed, developed, tested, manufactured, assembled, distributed, imported, marketed, and sold by Defendant Sunbeam such that the Subject Heating Pad was ultimately placed into the stream of commerce as a result of the wrongful acts committed by its officers, employees, representatives and/or agents while the Subject Heating Pad was in a defective and/or unreasonably dangerous condition.

20. Defendant Sunbeam's lack of inspection, testing, or quality control in connection with the Subject Heating Pad's design, manufacture, and performance rendered the Subject Heating Pad unreasonably dangerous and unfit for ordinary purposes intended and expected by ordinary consumers, including Plaintiff LISA WRIGHT.

21. The Subject Heating Pad failed to perform safely, as warranted and represented by Sunbeam in connection with its design, manufacture, and sale of the heating pad, because of the above-described defects.

22. Further, the Subject Heating Pad was designed, developed, tested, manufactured, assembled, sold and/or designed by Defendant Sunbeam, their officers, agents, employees or representatives in a manner which breached express and/or implied warranties of merchantability and/or fitness for a particular purpose.

23. At all times material hereto, the Subject Heating Pad was used and employed for the purpose for which it was designed and manufactured.

24. At all times material hereto, the Subject Heating Pad was used in a foreseeable manner.

25. At all times material hereto, Defendant Sunbeam knew or in the exercise of reasonable care should have known of the risks associated with the use and operation of the Subject Heating Pad prior to the production and marketing of same.

26. At all times material hereto, Defendant Sunbeam represented that the Subject Heating Pad could be safely used and would be fit for the ordinary purposes for which it was purchased.

27. Each of the wrongful acts and omissions of Defendant Sunbeam as stated above constituted a proximate cause of the injuries and damages suffered by Plaintiff.

28. As a direct and proximate result of foregoing conduct of Defendant Sunbeam, Plaintiff Lisa Wright suffered significant bodily injuries and resulting pain and suffering, disfigurement, mental anguish, loss of enjoyment of life, expense of hospitalization, and medical and nursing care and treatment. The injuries to the Plaintiff are permanent within a reasonable degree of medical probability and the Plaintiff will continue to suffer the losses in the future.

WHEREFORE, LISA WRIGHT, demands judgment against Defendant, Sunbeam, for compensatory damages, costs, and interest, and for such other relief as the Court deems just and appropriate.

Plaintiff also demands a jury trial on all issues so triable as a matter of right.

COUNT II – NEGLIGENCE OF DEFENDANT SUNBEAM

29. Plaintiffs incorporate by reference the allegations of paragraphs 1 through 12, as though each was fully set forth herein.

30. Prior to February 8, 2020, Defendant Sunbeam designed, manufactured, assembled, tested, inspected, marketed, distributed, imported, sold, and/or supplied the Subject

Heating Pad, such that it reached the general public as ultimate consumers – including Plaintiff Lisa Wright.

31. Defendant knew or in the exercise of due care should have known that the Subject Heating Pad would be used without inspection and was in an unreasonably dangerous condition and would create a foreseeable and unreasonable risk of harm to users, consumers and/or bystanders – including the Plaintiff Lisa Wright.

32. Defendant Sunbeam had a duty to exercise reasonable care to design, test, inspect, manufacture, and market the Subject Heating Pad so that it was reasonably safe when utilized in an intended, reasonably anticipated and reasonably foreseeable manner, so as not to subject users and consumers to an unreasonable risk of harm.

33. At the time Defendant Sunbeam designed, developed, manufactured, assembled, engineered, tested, marketed, inspected, imported, distributed, and/or sold the Subject Heating Pad, it had a duty to exercise reasonable care so as to provide a safe product and to design, manufacture, engineer, test, inspect, market, distribute, and sell the product so as not to subject users and consumers to an unreasonable risk of injury.

34. Further, Defendant Sunbeam had a duty to foreseeable consumers and users of the Subject Heating Pad, including Plaintiff Lisa Wright, to use the same degree of care, diligence and skill in designing, testing, inspecting, manufacturing, marketing, and selling the Subject Heating Pad as other similar entities would have exercised.

35. Defendant Sunbeam breached its duty of care to consumers, including Plaintiff Lisa Wright, in the following ways:

- (a) The Subject Heating Pad did not perform as a reasonable consumer would expect and, therefore, fails the consumer expectation test;

- (b) Designing the Subject Heating Pad so that it was in an unreasonably dangerous condition;
- (c) The Subject Heating Pad was unreasonably dangerous for its intended use;
- (d) Designing the Subject Heating Pad such that it failed to stay at a reasonable temperature – a normal, foreseeable, and intended use of the Subject Wheel;
- (e) Designing the Subject Heating Pad such that it burned the Plaintiff during a routine and intended use – relieving pain and discomfort;
- (f) Designing the Subject Heating Pad so that it was not reasonably fit, suitable, or safe for its intended and/or represented purpose;
- (g) Designing, manufacturing, marketing, distributing, importing, and selling the Subject Heating Pad so that it was in an unreasonably dangerous condition;
- (h) Designing the Subject Heating Pad so that it failed to comply with the standard of care and performance applicable in the industry;
- (i) Failing to test and/or adequately test the Subject Heating Pad to ensure that it was reasonably safe and suitable for its intended purpose and use so as to ensure that they were not unreasonably dangerous under foreseeable circumstances;
- (j) Failing to test and/or adequately inspect the Subject Heating Pad to ensure that it was reasonably safe and suitable for its intended purpose and use so as to ensure that they were not unreasonably dangerous under foreseeable circumstances;
- (k) Failing to provide warnings, adequate warnings and/or proper notice to alert users and consumers, such as Plaintiff LISA WRIGHT, regarding the hazardous conditions involving its use in foreseeable circumstances – that it could burn the user's skin during normal, foreseeable, and intended use;
- (l) The Subject Heating Pad lacked adequate warnings to owners and foreseeable users of the unreasonably dangerous and defective conditions described above, despite the fact that Defendant Sunbeam knew or in the exercise of reasonable care should have known of the unreasonably dangerous and defective conditions in the Subject Heating Pad;
- (m) Designing, developing, testing, manufacturing, assembling and/or selling the Subject Heating Pad in a manner which breached express or implied warranties of merchantability and/or fitness for its intended purpose; and
- (j) Failing to use that degree of care, diligence and skill as other similar entities in that it failed to conduct adequate testing and to adopt safer, practical, feasible and otherwise reasonable alternative designs that could have been reasonably adopted

and would have prevented Plaintiffs' injuries without impairing the usefulness, practicality, or desirability of the Subject Heating Pad.

36. Based upon information and belief, the Subject Heating Pad was negligently and wrongfully designed, developed, tested, manufactured, imported, distributed, marketed, and sold by Defendant Sunbeam such that the Subject Heating Pad was ultimately placed into the Florida stream of commerce as a result of the wrongful acts committed by its officers, employees, representatives and/or agents while the Subject Heating Pad was in a defective and/or unreasonably dangerous condition.

37. Further, the Subject Heating Pad was designed, developed, tested, inspected, manufactured, assembled, sold and/or designed by Defendant Sunbeam, its officers, agents, employees or representatives in a manner which breached express and/or implied warranties of merchantability and/or fitness for a particular purpose.

38. At all times material hereto, the Subject Heating Pad was used and employed for the purpose for which it was designed and manufactured.

39. At all times material hereto, the Subject Heating Pad was used in a foreseeable manner.

40. At all times material hereto, Defendant Sunbeam knew or in the exercise of reasonable care should have known of the risks associated with the use and operation of the Subject Heating Pad prior to the production, marketing, distribution, and sale of same.

41. Each of the wrongful acts and omissions of Defendant Sunbeam as stated above constituted a proximate cause of the injuries and damages suffered by Plaintiff.

42. At all times material hereto, Defendant Sunbeam represented that the Subject Heating Pad could be safely used and would be fit for the ordinary purposes for which it was purchased.

43. As a direct and proximate result of foregoing conduct of Defendant Sunbeam, Plaintiff LISA WRIGHT suffered significant bodily injuries and resulting pain and suffering, disfigurement, mental anguish, loss of enjoyment of life, expense of hospitalization, and medical and nursing care and treatment. The injury to the Plaintiff is permanent within a reasonable degree of medical probability and the Plaintiff will continue to suffer the losses in the future.

WHEREFORE, Plaintiff LISA WRIGHT demands judgment against Defendant, Sunbeam, for compensatory damages, costs, and interest, and for such other relief as the Court deems just and appropriate.

Plaintiff also demands a jury trial on all issues so triable as a matter of right.

JURY DEMAND

Plaintiffs, LISA WRIGHT, hereby demand a jury trial on all issues so triable.

WHEREFORE, Plaintiff, LISA WRIGHT, demands judgment against Defendant, SUNBEAM PRODUCTS, INC. 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 Plaintiffs may be justly entitled.

RESPECTFULLY submitted this 10th day of May, 2021.

/s/ Joshua D. Moore

Joshua D. Moore, Esq.

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