

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

IN THE CIRCUIT COURT OF THE EIGHTEENTH
JUDICIAL CIRCUIT, DU PAGE COUNTY, ILLINOIS

JANE DOE (Name Redacted),)
)
) Plaintiff,)
)
) v.)
)
RETAILER.,)
a Corporation, and)
MANUFACTURER,)
a Corporation,)
)
) Defendants.)

COMPLAINT

NOW COMES the Plaintiff, JANE DOE, and by and through her attorneys, JOHN J. MALM, P.C., and for her Complaint against Defendants RETAILER., a Illinois Corporation, and MANUFACTURER, a Illinois Corporation, states as follows:

COUNT I

(NEGLIGENCE – MANUFACTURER)

1. On and prior to January 1, 2012, Defendant, MANUFACTURER, was a Illinois corporation authorized and doing business in the State of Illinois.
2. On and prior to January 1, 2012, Defendant, MANUFACTURER was in the business of designing, manufacturing, distributing and selling glass products, including, but not limited to, glass vases, through independent retailers in Illinois, including DuPage County.
3. On and prior to January 1, 2012, the Plaintiff, Jane Doe, (hereinafter, “Plaintiff”) was a resident of the City of Naperville, County of DuPage, State of Illinois.

4. Within a few months prior to January 1, 2012, Plaintiff purchased a glass vase (hereinafter “vase”) manufactured by Manufacturer, at Defendant, RETAILER.’s retail establishment, located at 123 Retailer Street, Naperville, Illinois 60515.

5. On January 1, 2012, Plaintiff was changing the water in the vase when the vase suddenly failed, and the neck of the glass vase broke in Ms. Doe’s hand.

6. At all times relevant and material hereto, Manufacturer had a duty to use ordinary care in the design, manufacture, distribution and sale of the above-described vase.

7. Despite said duty, on and before the aforesaid date, Manufacturer by and through its duly authorized agents, employees or representatives was then and there guilty of one or more of the following careless negligent acts and/or omissions:

- a. Carelessly and negligently designed, manufactured, distributed and sold the above-described vase;
- b. Carelessly and negligently designed, manufactured, distributed and sold the above-described vase in such a way that it could fail and break apart without warning to the user;
- c. Carelessly and negligently failed to institute and enforce a policy for review of the safety and suitability for a particular use for their products, including the above-described vase;
- d. Carelessly and negligently failed to warn the Plaintiff and the vase’s defective or otherwise dangerous condition.
- e. Was otherwise careless and negligent in the design, distribution and sale of the above-described vase.

8. As a proximate result of the above occurrence, Plaintiff sustained severe and permanent injuries both externally and internally, and was and will be hindered and prevented from attending to her usual duties and affairs and has lost and will in the future lose the value of that time as aforementioned. Plaintiff has suffered great pains and anguish, both in mind and in body, and will in the future continue to suffer. Plaintiff has expended and will expend and

become liable for large sums of money for medical care and services provided to her in endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, JANE DOE, demands judgment in their favor and against the Defendant, MANUFACTURER, a corporation, in an amount in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus costs of this suit.

COUNT II

(STRICT LIABILITY- MANUFACTURER)

1-6. Plaintiff restates and incorporates by reference Paragraphs one (1) through six (6) of Count I as paragraphs one (1) through six (6) of this Count II, as though fully set forth herein.

7. The above-described vase as designed, manufactured, distributed and sold by the Defendant, MANUFACTURER, was defective and unreasonably dangerous in one or more of the following respects:

- a. Was inadequate and unsafe;
- c. Was not adequately or safely designed for its ordinary use;
- d. Was unable to withstand reasonable force associated with its ordinary use and had the propensity to fail;
- e. Failed to warn the user that the product was inadequate and unsafe, and had a propensity to fail;
- f. Was otherwise defective and unreasonably dangerous.

8. As a proximate result of the above occurrence, Plaintiff sustained severe and permanent injuries both externally and internally, and was and will be hindered and prevented from attending to her usual duties and affairs and has lost and will in the future lose the value of that time as aforementioned. Plaintiff has suffered great pains and anguish, both in mind and in body, and will in the future continue to suffer. Plaintiff has expended and will expend and

become liable for large sums of money for medical care and services provided to her in endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, JANE DOE, demands judgment in their favor and against the Defendant, MANUFACTURER, a corporation, in an amount in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus costs of this suit.

COUNT III

(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY- MANUFACTURER)

1-6. Plaintiff restates and incorporate by reference Paragraphs one (1) through six (6) of Count I as paragraphs one (1) through six (6) of this Count III as though fully set forth herein.

7. Defendant, MANUFACTURER, impliedly warranted that the vase was of merchantable quality, would perform satisfactorily, and would not be unreasonably dangerous to the consumer when used in a reasonably foreseeable manner.

8. Plaintiff relied upon Defendant, MANUFACTURER's, implied warranty by choosing to purchase the vase.

9. Defendant, MANUFACTURER, breached the implied warranty of merchantability because the vase was not of merchantable quality, did not perform satisfactorily, and was unreasonably dangerous when used in a reasonably foreseeable manner.

10. On January 1, 2012, in breach of Defendant, MANUFACTURER's, implied warranty of merchantability, while Plaintiff was attempting to change the water in the vase, the vase suddenly broke in the Plaintiff's hand, causing the Plaintiff to suffer lacerations to her right hand.

11. As a proximate result of the above occurrence, Plaintiff sustained severe and permanent injuries both externally and internally, and was and will be hindered and prevented

from attending to her usual duties and affairs and has lost and will in the future lose the value of that time as aforementioned. Plaintiff has suffered great pains and anguish, both in mind and in body, and will in the future continue to suffer. Plaintiff has expended and will expend and become liable for large sums of money for medical care and services provided to her in endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, JANE DOE, demands judgment in their favor and against the Defendant, MANUFACTURER, a corporation, in an amount in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus costs of this suit.

COUNT IV

(STRICT LIABILITY- RETAILER.)

1. On and prior to January 1, 2012, Defendant, RETAILER. was an Illinois corporation authorized and doing business in the State of Illinois, including its retail establishment located at 123 Retailer Street, Naperville, DuPage County Illinois 60515.

2. On and prior to January 1, 2012, Retailer was in the business of retail sales of products, including, but not limited to, glass vases designed, manufactured, distributed, and/or sold by Defendant MANUFACTURER, through its retail establishments in Illinois.

3. On and prior to January 1, 2012, the Plaintiff, Jane Doe, (hereinafter, "Plaintiff") was a resident of the City of Naperville, County of DuPage, State of Illinois.

4. Within a few months prior to January 1, 2012, Plaintiff purchased a glass vase (hereinafter "vase") manufactured by Manufacturer, at Defendant, RETAILER.'s retail establishment, located at 123 Retailer Street, Naperville, Illinois 60515.

5. On January 1, 2012, Plaintiff was changing the water in the vase when the vase suddenly failed, and the neck of the glass vase broke in Plaintiff's hand.

6. The above-described vase as distributed and sold by the Retailer was defective and unreasonably dangerous in one or more of the following respects:

- a. Was inadequate and unsafe;
- c. Was not adequately or safely designed for its ordinary use;
- d. Was unable to withstand reasonable force associated with its ordinary use and had the propensity to fail;
- e. Failed to warn the user that the product was inadequate and unsafe, and had a propensity to fail;
- f. Was otherwise defective and unreasonably dangerous.

7. The above-stated defective and unreasonably dangerous conditions existed at the time the subject vase left the control of Retailer.

8. As a proximate result of the above occurrence, Plaintiff sustained severe and permanent injuries both externally and internally, and was and will be hindered and prevented from attending to her usual duties and affairs and has lost and will in the future lose the value of that time as aforementioned. Plaintiff has suffered great pains and anguish, both in mind and in body, and will in the future continue to suffer. Plaintiff has expended and will expend and become liable for large sums of money for medical care and services provided to her in endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, JANE DOE, demands judgment in their favor and against the Defendant, MANUFACTURER, a corporation, in an amount in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus costs of this suit.

COUNT V

(NEGLIGENCE – RETAILER.)

1-5. Plaintiff restates and incorporates by reference Paragraphs one (1) through five

(5) of Count IV as paragraphs one (1) through five (5) of this Count V as though fully set forth herein.

6. At all times relevant and material hereto, Defendant, RETAILER., had a duty to use ordinary care in the retail sales of the above-described Vase.

7. Despite said duty, on and before the aforesaid date, Defendant, RETAILER., by and through its duly authorized agents, employees or representatives was then and there guilty of one or more of the following careless negligent acts and/or omissions:

- a. Carelessly and negligently sold the vase in a defective or otherwise dangerous condition;
- b. Carelessly and negligently failed to institute and enforce a policy for review of the safety and suitability for a particular use for products sold by Retailer, including the above-described vase;
- c. Carelessly and negligently failed to warn the Plaintiff of the vase's defective or otherwise dangerous condition.
- d. Was otherwise careless and negligent in the handling and/or sale of the above-described vase.

8. As a proximate result of the above occurrence, Plaintiff sustained severe and permanent injuries both externally and internally, and was and will be hindered and prevented from attending to her usual duties and affairs and has lost and will in the future lose the value of that time as aforementioned. Plaintiff has suffered great pains and anguish, both in mind and in body, and will in the future continue to suffer. Plaintiff has expended and will expend and become liable for large sums of money for medical care and services provided to her in endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, JANE DOE, demands judgment in their favor and against the Defendant, MANUFACTURER, a corporation, in an amount in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus costs of this suit.

COUNT VI

(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY- RETAILER.)

1-5. Plaintiff restates and incorporate by reference Paragraphs one (1) through five (5) of Count IV as paragraphs one (1) through six (6) of this Count VI as though fully set forth herein.

6. Defendant, RETAILER., impliedly warranted that the vase was of merchantable quality, would perform satisfactorily, and would not be unreasonably dangerous to the consumer when used in a reasonably foreseeable manner.

7. Plaintiff relied upon Defendant, RETAILER.'s, implied warranty by choosing to purchase the vase.

8. Defendant, RETAILER. breached the implied warranty of merchantability because the vase was not of merchantable quality, did not perform satisfactorily, and was unreasonably dangerous when used in a reasonably foreseeable manner.

9. On January 1, 2012, in breach of Defendant, MANUFACTURER's, implied warranty of merchantability, while Plaintiff was attempting to change the water in the vase, the vase suddenly broke in the Plaintiff's hand, causing the Plaintiff to suffer lacerations to her right hand.

10. As a proximate result of the above occurrence, Plaintiff sustained severe and permanent injuries both externally and internally, and was and will be hindered and prevented from attending to her usual duties and affairs and has lost and will in the future lose the value of that time as aforementioned. Plaintiff has suffered great pains and anguish, both in mind and in body, and will in the future continue to suffer. Plaintiff has expended and will expend and become liable for large sums of money for medical care and services provided to her in

endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, JANE DOE, demands judgment in their favor and against the Defendant, MANUFACTURER, a corporation, in an amount in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus costs of this suit.

JOHN J. MALM, P.C.

By: _____
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