

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

EDWIN MUÑIZ NEGRÓN; ELIZABETH  
TORRES TORRES; FRANCHELIS ORTIZ  
TORRES

*Plaintiffs*

vs.

WORTHINGTON CYLINDER CORPORATION;  
JOHN DOE 1 to JOHN DOE 50; JOHN DOE 51  
to JOHN DOE 100

*Defendants*

CIVIL NO. :

TRIAL BY JURY  
REQUESTED

**COMPLAINT**

TO THE HONORABLE COURT:

**COME NOW** plaintiffs Edwin Muñiz Negrón (“**Muñiz**”), Elizabeth Torres Torres (“**Torres**”) y Franchelis Ortiz Torres (“**Ortiz**”), through the undersigned attorney, and very respectfully **STATE, ALLEGE** and **PRAY**:

**I. INTRODUCTION**

1. This is an action brought pursuant to 28 U.S.C. §1332, seeking damages sustained by plaintiffs on July 24, 2016, including, but not limited to, physical injuries, emotional and physiological pain and suffering, loss of consortium and punitive damages, in strict product liability, design defect, manufacturing defect, lack of warnings, negligent design, negligent manufacturing, negligence *per se*, breach of warranty and fraud, as a result of the use of a portable propane cylinder, researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise

released into the stream of commerce by defendant Worthington Cylinder Corporation (“**WCC**”).

## II. JURISDICTIONAL PLEADINGS

2. This Honorable Court has jurisdiction over the parties and the subject matter of this litigation pursuant to 28 U.S.C. § 1332, because all the parties on either part of the controversy are of diverse citizenship and the amount in controversy exceeds the sum of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)**, exclusive of interest and costs. The facts set forth in this complaint are actionable under Articles 1802, *et. seq.*, of the Civil Code of Puerto Rico, 31 L.P.R.A. § § 5141, *et. seq.*

3. Venue is proper in this District, pursuant to 28 U.S.C. § 1391, because: this action concerns acts that occurred within the Commonwealth of Puerto Rico; plaintiffs are residents of and domiciled in the Commonwealth of Puerto Rico; defendant **WCC** is a corporation organized under the laws of the State of Ohio, with its principal place of business and “nerve center” located in the State of Ohio; and, defendants **JOHN DOE 1** to **JOHN DOE 100** are persons, resident of and domiciled in a state other than the Commonwealth of Puerto Rico, and/or entities and corporations, with principal place of business and “nerve center” located in a state other than the Commonwealth of Puerto Rico. Plaintiffs in this action are a persons who used in the Commonwealth of Puerto Rico the product researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released into the stream of commerce by the named defendants. Defendants are entities that at all times relevant herein: researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released into the stream of

commerce the product object of this case; promoted, marketed, distributed and/or sold the product in the Commonwealth of Puerto Rico; purposefully availed themselves of the benefits and protections of the Commonwealth of Puerto Rico; and/or, have had sufficient contacts with the Commonwealth of Puerto Rico that maintenance of the action in this locale would be consistent with traditional notions of fair play and substantial justice. Defendants have representatives and distributors in this District and also advertised in this District and made material omissions and misrepresentations and breaches of warranties in the same.

4. Plaintiffs demand trial by jury.

### III. THE PARTIES

#### A. PLAINTIFFS

5. Plaintiff **Muñiz** is of legal age, single and he is, and at all material times was, a resident of Commonwealth of Puerto Rico and citizen of the United States of America.

6. Plaintiff **Torres** is of legal age, single and she is, and at all material times was, a resident of Commonwealth of Puerto Rico and citizen of the United States of America.

7. Plaintiff **Ortiz** is of legal age, single and she is, and at all material times was, a resident of Commonwealth of Puerto Rico and citizen of the United States of America.

8. **Muñiz** and **Torres** have been in a consensual relationships for the past 10 years.

9. **Torres** is the mother of **Ortiz**.

**B. DEFENDANTS**

10. Defendant **WCC** is a corporation organized under the laws of the State of Ohio, with its principal place of business and “nerve center” located at 200 Old Wilson Bridge Road, Columbus, Ohio, United States, 43085-0391. **WCC** researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released into the stream of commerce the portable propane cylinders branded Worthington C Cylinder (“WCC Cylinders”) and specifically the model identified as “ITEM 441215-\$32., UPC-0144512596”, identical to the portable propane cylinder object of this case, which portable propane cylinder caused plaintiffs to sustain the injuries claimed herein (the “**Propane Cylinder**”).

11. **WCC** also: promoted, marketed, distributed and/or sold the WCC Cylinders; purposefully availed itself of the benefits and protections of the Commonwealth of Puerto Rico; and/or, has had sufficient contacts with the Commonwealth of Puerto Rico that maintenance of the action in this locale would be consistent with traditional notions of fair play and substantial justice. Additionally, it advertised in Puerto Rico and made material omissions and misrepresentations and breaches of warranties in Puerto Rico.

12. The distributors and authorized representatives in the Commonwealth of Puerto Rico of **WCC** is: Wal-Mart Puerto Rico, Inc. d/b/a Sam’s Club Puerto Rico (“Wal-Mart”).

13. **WCC** shipped to San Juan, Puerto Rico, as United States Port of Unlading, different types of products.

14. **WCC** shipped to San Juan, Puerto Rico, as United States Port of Unlading, WCC Cylinders, including, but not limited to, the portable propane cylinders identical to the **Propane Cylinder**.

15. **WCC**, at all material times herein, was aware and had knowledge that Wal-Mart sold in the Commonwealth of Puerto Rico the WCC Cylinders, including, but not limited to, the portable propane cylinders identical to the **Propane Cylinder**.

16. **WCC**, at all material times herein, sold WCC Cylinders, including, but not limited to, the portable propane cylinders identical to the **Propane Cylinder**, to Wal-Mart with knowledge that Wal-Mart would in turn sell and distribute said WCC Cylinders in the Commonwealth of Puerto Rico.

17. The WCC Cylinders sold by **WCC** to Wal-Mart included the portable propane cylinders identical to the **Propane Cylinder**.

18. **WCC**, at all material times herein, had a web page through which buyers of its products in the Commonwealth of Puerto Rico, including, but not limited to, the portable propane cylinders identical to the **Propane Cylinder**, could register the product purchased in the Commonwealth of Puerto Rico in order to have the benefits provided for by said registration.

19. **WCC**, at all material times herein, provided warranty in the Commonwealth of Puerto Rico to its products, including, but not limited to, the portable propane cylinders identical to the **Propane Cylinder**.

20. **WCC** worked with Wal-Mart, its distributor on the island of Puerto Rico, to market and promote its products in the Commonwealth of Puerto Rico.

21. **WCC** visited its distributor Wal-Mart to promote the sale of its products in the Commonwealth of Puerto Rico.

22. **WCC** also advertised in in the Commonwealth of Puerto Rico, and made material omissions and misrepresentations and breaches of warranties in the same.

23. **WCC** sold the **Propane Cylinder** to its distributor Wal-Mart.

24. Defendants **JOHN DOE 1** to **JOHN DOE 50** are persons and/or entities a that are residents of a state other than the Commonwealth of Puerto Rico and are liable to plaintiffs for the damages claimed herein. Upon determination of the true name of defendants **JOHN DOE 1** to **JOHN DOE 50**, plaintiffs herein will move forthwith to substitute their actual names for their fictitious name.

25. Defendants **JOHN DOE 51** to **JOHN DOE 100** are insurance companies that are residents of a state other than the Commonwealth of Puerto Rico and are liable to plaintiffs for the damages claimed herein. Upon determination of the true name of defendants **JOHN DOE 51** to **JOHN DOE 100**, plaintiffs herein will move forthwith to substitute their actual names for their fictitious name.

#### IV. **FACTUAL BACKGROUND**

26. At all times material to this action, **WCC** researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released into the stream of commerce the **Propane Cylinder**.

27. **WCC** sold the **Propane Cylinder** to Wal-Mart.

28. On the month of April 2016, **Muñiz** and **Torres** visited the Sam's Club located at Eduardo Ruberte Ave., #2180, Bo. Pampanos, Ponce, Puerto Rico, owned,

operated and controlled by Wal-Mart and bought the **Propane Cylinder** to use it in their clothes dryer located at their residence which dryer operated with propane.

29. On the same day **Muñiz** and **Torres** bought the **Propane Cylinder** they took it to Light Gas in Ponce where it was supplied with propane. Thereafter, **Muñiz** and **Torres** went to their home in Ponce.

30. When the got to their residence, **Muñiz** proceeded to connect the **Propane Cylinder** to the clothes dryer.

31. On July 24, 2016, **Muñiz** was going to make a mix grill and in order to do so he decided to disconnect the **Propane Cylinder** from the clothes dryer and connect the same to the barbecue.

32. After closing the valve and disconnecting the **Propane Cylinder** from the clothes dryer **Muñiz** heard a noise such as leaking gas and perceived a gas odor and immediately the **Propane Cylinder** caught fire.

33. As a result thereof, **Muñiz** and **Ortiz**, who was accompanying him, sustained grave and severe burns in their bodies, including, but not limited to, both of their arms and both of their legs.

34. **Muñiz**, who was using the **Propane Cylinder** for the use for which it was designed and manufactured, could not, by the exercise of reasonable care, have discovered or perceived that the **Propane Cylinder** was defective and unreasonably dangerous and that it could cause the aforementioned incident.

35. The damages and injuries sustained by plaintiffs, as well as occurrence described hereinbefore, were caused by negligence and fault of **WCC**.

36. The allegations of negligence and fault against **WCC** are the following:

- a. The **Propane Cylinder** and its components and parts, including but not limited to the valve, were defectively designed.
- b. **WCC** sold the **Propane Cylinder** that was defectively designed.
- c. The **Propane Cylinder** and its components and parts, including but not limited to the valve, were defectively manufactured.
- d. **WCC** sold the **Propane Cylinder** that was defectively manufactured.
- e. The design of the **Propane Cylinder** and its components and parts, including but not limited to the valve, was unreasonably dangerous and could cause the incident described hereinbefore.
- f. The **Propane Cylinder** was defectively designed and/or manufactured because it failed to prevent the leakage of propane.
- g. The **Propane Cylinder** was defective in that it failed to provide adequate means and methods to determine whether or not it leaked propane.
- h. The **Propane Cylinder** was defective in that it failed to prevent the leakage of propane.
- i. The **Propane Cylinder** was defective with respect to the design, manufacture, and construction.
- j. The **Propane Cylinder** was defective due to the failure to provide sufficient and adequate written instructions, means or methods.
- k. The **Propane Cylinder** was defective due to the failure to provide sufficient and adequate written warnings.
- l. The **Propane Cylinder** was defective due to the failure to provide any written instructions, means or methods as its proper use and operation.



m. **WCC** knew or should have known that the **Propane Cylinder** was unreasonably dangerous.

n. **WCC** knew or should have known that the **Propane Cylinder** was not fit for its intended or foreseeable use.

o. **WCC** knew or should have known that the **Propane Cylinder** would catch fire as it did.

p. **WCC** was negligent in the inspection of the **Propane Cylinder**.

q. **WCC** failed to take any other action that would have prevented the occurrence described hereinbefore.

r. **WCC** was negligent or at fault in other regards.

37. **WCC** expected or should have reasonably expected the aforesaid designing, manufacturing, distributing, marketing and selling of the **Propane Cylinder** to have consequences in the Commonwealth of Puerto Rico.

38. As a direct result of the aforementioned defects of the **Propane Cylinder** and of negligence and/or fault detailed above, defendants **WCC** and **JOHN DOE 1** to **JOHN DOE 100** are jointly liable to plaintiffs for the damages claimed herein bellow.

#### **IV. PLAINTIFFS' DAMAGES**

39. The preceding paragraphs are incorporated as if fully set forth herein.

##### **A. Damages of Edwin Muñiz Negrón**

40. On July 24, 2016, **Muñiz** was 46 years old and he enjoyed excellent physical and mental conditions. He worked as a correction officer at Camp La Pica de Jayuya, Puerto Rico. Additionally, he operated a family business in Ponce with **Torres**, his consensual partner.

41. As a direct result of the aforementioned occurrence, **Muñiz** sustained grave and severe burns in different parts of his body, including, but not limited to, both arms and both legs.

42. **Muñiz** was taken by ambulance to the Emergency Room of San Lucas Hospital in Ponce.

43. After being stabilized, **Muñiz** was transferred to the HIMA Caguas Hospital the same day of the occurrence.

44. When **Muñiz** arrived at the HIMA Caguas Hospital he was admitted to the Intensive Care Unit where he remained for two days.

45. Thereafter, he was evaluated by a surgeon and remained at the HIMA Caguas Hospital for ten days during which he was submitted to intensive medical treatments.

46. As part of the medical treatments he was debrided daily and underwent skin grafts.

47. **Muñiz** was discharged from the HIMA Caguas Hospital on August 4, 2016 with instructions for medications and treatment at home.

48. Even though **Muñiz** followed the medical treatment prescribed, he sustained an infection in his left leg for which he was admitted again at the HIMA Caguas Hospital on August 9, 2016, wherein he was provided treatment for six days.

49. **Muñiz** was discharged from his second hospitalization on August 15, 2016, with instructions to remain in absolute rest and to continue the prescribed treatment at home.

50. **Muñiz** was hospitalized for a total of 17 days.

51. As consequence of the burns, **Muñiz** has remained with hyper and hypo pigmented scars in the affected areas of his body and experiences numbness and tingling in said areas.

52. As a result of the above, **Muñiz** could not go to work for a period of two months. Also, the family business that he operated with his family had to remain closed for one month. All of this caused **Muñiz** to sustain a loss of income.

53. The injuries sustained as a result of the occurrence, the chronic pain he experienced and is still suffering, and the medical treatment to which he has been subjected has caused **Muñiz** to suffer severe mental, moral, psychological, spiritual and emotional distress, pain and suffering.

54. **Muñiz** is actually in his recovery process.

55. **Muñiz** has received, receives and will receive in the future medical treatment for the above mentioned injuries.

56. As a direct result of the aforementioned occurrence, **Muñiz** sustained the physical injuries described above and has sustained and will continue to sustain in the future severe and great physical pain, all of which has permanently and partially disable him physically, which disability is progressive in nature.

57. **Muñiz**, for the aforementioned physical injuries and damages, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **THREE MILLION DOLLARS (\$3,000,000.00)**.

58. As a direct result of the aforementioned occurrence, **Muñiz** has sustained and will continue to sustain in the future severe mental, moral, psychological, spiritual

and emotional distress, pain and suffering, which have permanently and partially disabled him, which disability is progressive in nature.

59. **Muñiz**, for the aforementioned mental, moral, psychological, spiritual and emotional distress, pain, suffering and damages, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **ONE MILLION DOLLARS (\$1,000,000.00)**.

60. As a direct result of the aforementioned occurrence, **Muñiz** has incurred loss of earnings and income.

61. As a direct result of the aforementioned occurrence, **Muñiz** has incurred and will continue to incur medical costs and expenses and well as in other type of costs and expenses.

62. **Muñiz**, for the aforementioned loss of earnings and income and the he has incurred and the medical costs and expenses and other type of costs and expenses he incurred and will continue to incur, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

**B. Damages of Franchelis Ortiz Torres**

63. On July 24, 2016, **Ortiz** was 20 years old and she enjoyed excellent physical and mental conditions. She was studying cosmetology and she worked in the family business in Ponce with **Torres**, her mother, and **Muñiz**.

64. As a direct result of the aforementioned occurrence, **Ortiz** sustained grave and severe burns in different parts of her body, including, but not limited to, both arms and both legs.

65. **Ortiz** was taken by ambulance to the Emergency Room of San Lucas Hospital in Ponce.

66. After being stabilized, **Ortiz** was transferred to the HIMA Caguas Hospital the same day of the occurrence.

67. When **Ortiz** arrived at the HIMA Caguas Hospital she was admitted to the same.

68. At the HIMA Caguas Hospital, she was evaluated by a surgeon and remained at the HIMA Caguas Hospital until she was discharged on August 15, 2016. That is, she was hospitalized for a total of 22 days during which she was submitted to intensive medical treatments.

69. As part of the medical treatments she was debrided daily.

70. On July 30, 2016, she underwent skin grafts with pig skin.

71. Her right leg rejected the pig skin graft and as a result thereof she was surgically intervene on July 30, 2016, to remove and extract skin from her left leg to implant it in her left leg.

72. **Ortiz** was discharged from HIMA Caguas Hospital on August 15, 2016, with instructions to remain in absolute rest and to continue the prescribed treatment at home.

73. As consequence of the burns, **Ortiz** has remained with hyper and hypo pigmented scars in the affected areas of her body and experiences numbness and tingling in said areas.

74. As a result of the above, **Ortiz** had to suspend her studies for six months delaying her professional preparation. Also, the family business had to remain closed for one month which caused **Ortiz** to sustain a loss of income.

75. The injuries sustained as a result of the occurrence, the chronic pain she experienced and is still suffering, and the medical treatment to which she has been subjected has caused **Ortiz** to suffer severe mental, moral, psychological, spiritual and emotional distress, pain and suffering.

76. **Ortiz** is actually in her recovery process.

77. **Ortiz** has received, receives and will receive in the future medical treatment for the above mentioned injuries.

78. As a direct result of the aforementioned occurrence, **Ortiz** sustained the physical injuries described above and has sustained and will continue to sustain in the future severe and great physical pain, all of which has permanently and partially disable her physically, which disability is progressive in nature.

79. **Ortiz**, for the aforementioned physical injuries and damages, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **THREE MILLION DOLLARS (\$3,000,000.00)**.

80. As a direct result of the aforementioned occurrence, **Ortiz** has sustained and will continue to sustain in the future severe mental, moral, psychological, spiritual and emotional distress, pain and suffering, which have permanently and partially disabled her, which disability is progressive in nature.

81. **Ortiz**, for the aforementioned mental, moral, psychological, spiritual and emotional distress, pain, suffering and damages, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **ONE MILLION DOLLARS (\$1,000,000.00)**.

82. As a direct result of the aforementioned occurrence, **Ortiz** has incurred loss of earnings and income.

83. As a direct result of the aforementioned occurrence, **Ortiz** has incurred and will continue to incur medical costs and expenses and well as in other type of costs and expenses.

84. **Ortiz**, for the aforementioned loss of earnings and income and the she has incurred and the medical costs and expenses and other type of costs and expenses she incurred and will continue to incur, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

**C. Damages of Elizabeth Torres Torres**

85. On July 24, 2016, **Torres** had a part-time job as cashier in a supermarket in Ponce. Additionally, she operated a family business in Ponce with **Muñiz**, her consensual partner.

86. As a direct result of the aforementioned occurrence and the consequent damages sustained by **Muñiz**, her consensual partner of ten years, and **Ortiz**, her daughter, **Torres** has sustained and will continue to sustain in the future severe mental, moral, psychological, spiritual and emotional distress, pain and suffering.

87. **Torres** accompanied **Muñiz** and **Ortiz** day and night during the time they were hospitalized.

88. During the time that **Muñiz** and **Ortiz** were recovering at home, **Torres** took care of them and administered the prescribed medications.

89. As result thereof, the family business that she operated with her family had to remain closed for one month and she lost her part-time job, all of which caused her to sustain a loss of income.

90. As a direct result of the aforementioned occurrence and the consequent damages sustained by **Muñiz**, her consensual partner of ten years, **Torres**' intimate relationship with **Muñiz** dramatically changed and have been detrimentally affected.

91. Additionally, as a direct result of all of the above, **Torres**' daily life has been dramatically and detrimentally affected.

92. As a direct result of the aforementioned occurrence, **Torres** has sustained and will continue to sustain in the future severe mental, moral, psychological, spiritual and emotional distress, pain and suffering.

93. **Torres**, for the aforementioned mental, moral, psychological, spiritual and emotional distress, pain, suffering and damages, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**

94. As a direct result of the aforementioned occurrence, **Torres** has incurred loss of earnings and income.

95. **Torres**, for the aforementioned loss of earnings and income she has incurred and will continue to incur, is entitled to recover from defendants, jointly and severally, as a full, just and fair compensation a reasonable sum of no less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

**V. FIRST CAUSE OF ACTION – STRICT LIABILITY – DESIGN**

96. The preceding paragraphs are incorporated as if fully set forth herein.



97. **WCC** designed, manufactured, distributed, marketed and/or sold the **Propane Cylinder** and it placed the **Propane Cylinder** into the stream of commerce.

98. The **Propane Cylinder** was a defective product because it failed to perform in such safe manner as an ordinary user would have expected a product to perform when using the same for its intended or foreseeable use.

99. At all times material to this action, the plaintiffs were using the **Propane Cylinder** for its intended or foreseeable use.

100. Plaintiffs, by the exercise of reasonable care, could not have discovered or perceived that the **Propane Cylinder** was defective, unreasonably dangerous or that it could cause the aforementioned incident.

101. **WCC** had a duty to design, distribute, market and/or sell the **Propane Cylinder** in such a condition that would make it reasonably safe for use by plaintiffs.

102. The breach of this duty by **WCC** was the proximate cause and the substantial factor in causing the damages sustained by plaintiffs.

103. **WCC** is strictly and absolutely liable for having designed and introduced in the stream of commerce the **Propane Cylinder** that was defective in that it failed to perform in such safe manner as an ordinary user would have expected it to perform when using the same for its intended or foreseeable use.

104. As a result of the aforesaid breach of duty by **WCC**, plaintiffs are entitled to be compensated for the concepts and sums stated above.

## **VI. SECOND CAUSE OF ACTION – STRICT LIABILITY – MANUFACTURE**

105. The preceding paragraphs are incorporated as if fully set forth herein.

106. **WCC** designed, manufactured, distributed, marketed and/or sold the **Propane Cylinder** and it placed the **Propane Cylinder** into the stream of commerce.

107. The **Propane Cylinder** was a defective product because it failed to match the average quality of similar products.

108. The defect existed when the **Propane Cylinder** left the hands of the manufacturer.

109. The defect existed at the time the **Propane Cylinder** was marketed.

110. The defect existed at the time the **Propane Cylinder** was sold to the plaintiffs.

111. At all times material to this action, the plaintiffs were using the **Propane Cylinder** for its intended or foreseeable use.

112. Plaintiffs, by the exercise of reasonable care, could not have discovered or perceived that the **Propane Cylinder** was defective, unreasonably dangerous or that it could cause the aforementioned incident.

113. **WCC** had a duty to manufacture, market and/or sell the **Propane Cylinder** in such a condition that would make it reasonably safe for use by plaintiffs.

114. The breach of this duty by **WCC** was the proximate cause and the substantial factor in causing the damages sustained by plaintiffs.

115. **WCC** is strictly and absolutely liable for having designed and introduced in the stream of commerce the **Propane Cylinder** that was defective in that it failed to match the average quality of similar products.

116. As a result of the aforesaid breach of duty by **WCC**, plaintiffs are entitled to be compensated for the concepts and sums stated above.

**VII. THIRD CAUSE OF ACTION – STRICT LIABILITY – FAILURE TO WARN**

117. The preceding paragraphs are incorporated as if fully set forth herein.

118. **WCC** designed, manufactured, distributed, marketed and/or sold the **Propane Cylinder** and it placed the **Propane Cylinder** into the stream of commerce.

119. The **Propane Cylinder** was a defective product because, being an inevitably dangerous product, it failed to contain sufficient and adequate warnings and instructions when it was placed into the stream of commerce which warnings and instructions would have prevented the occurrence of the incident described above.

120. At all times material to this action, the plaintiffs were using the **Propane Cylinder** for its intended or foreseeable use.

121. Plaintiffs, by the exercise of reasonable care, could not have discovered or perceived that the **Propane Cylinder** was defective, unreasonably dangerous or that it could cause the aforementioned incident.

122. **WCC** had a duty to warn against latent dangers in the **Propane Cylinder** resulting from foreseeable uses of the **Propane Cylinder** of which it knew or should have known.

123. **WCC** failed to warn against said latent dangers in the **Propane Cylinder**.

124. **WCC's** failure to warn against such latent dangers was the proximate cause and a substantial factor in causing the damages sustained by plaintiffs.

125. **WCC** is strictly and absolutely liable for having designed and introduced in the stream of commerce the **Propane Cylinder** that was defective in that it failed to contain sufficient and adequate warnings and instructions when it was placed into the

stream of commerce which warnings and instructions would have prevented the occurrence of the incident described above.

126. As a result of the aforesaid breach of duty by **WCC**, plaintiffs are entitled to be compensated for the concepts and sums stated above.

#### **VIII. FOURTH CAUSE OF ACTION – WARRANTY**

127. The preceding paragraphs are incorporated as if fully set forth herein.

128. **WCC** designed, manufactured, distributed, marketed and/or sold the **Propane Cylinder** and it placed the **Propane Cylinder** into the stream of commerce.

129. At the time and place of design, manufacture, distribution, marketing and sale of the **Propane Cylinder**, **WCC** expressly and/or impliedly warranted to potential and actual buyers and users thereof, including plaintiffs, that the **Propane Cylinder** was reasonably safe and fit for its intended and foreseeable uses, including the use that resulted in plaintiffs' injuries.

130. The **Propane Cylinder** was not fit for the ordinary or foreseeable purposes for which it was to be used.

131. **WCC** breached the implied and/or express warranties and said breach was the proximate cause and a substantial factor in causing plaintiff's injuries.

132. As a result of thereof, plaintiff is entitled to be compensated for the concepts and sums stated above.

#### **IX. FIFTH CAUSE OF ACTION – NEGLIGENCE PER SE**

133. The preceding paragraphs are incorporated as if fully set forth herein.

134. **WCC** was negligent in that the **Propane Cylinder** and its components and parts, including but not limited to the valve, were defectively designed.

135. **WCC** was negligent in that it sold the **Propane Cylinder** that was defectively designed.

136. **WCC** was negligent in that the **Propane Cylinder** and its components and parts, including but not limited to the valve, were defectively manufactured.

137. **WCC** was negligent in that it sold the **Propane Cylinder** that was defectively manufactured.

138. **WCC** was negligent in that the **Propane Cylinder** and its components and parts, including but not limited to the valve, was unreasonably dangerous and could cause the incident described hereinbefore.

139. **WCC** was negligent in that the **Propane Cylinder** was defectively designed and/or manufactured because it failed prevent the leakage of propane.

140. **WCC** was negligent in that the **Propane Cylinder** was defective in that it failed to provide adequate means and methods to determine whether or not it leaked propane.

141. **WCC** was negligent in that the **Propane Cylinder** was defective in that it failed to prevent the leakage of propane.

142. **WCC** was negligent in that the **Propane Cylinder** was defective with respect to the design, manufacture, and construction.

143. **WCC** was negligent in that the **Propane Cylinder** was defective due to the failure to provide sufficient and adequate written instructions, means or methods.

144. **WCC** was negligent in that the **Propane Cylinder** was defective due to the failure to provide sufficient and adequate written instructions.

145. **WCC** was negligent in that the **Propane Cylinder** was defective due to the failure to provide any written instructions, means or methods as its proper use and operation.

146. **WCC** was negligent because it knew or should have known that the **Propane Cylinder** was unreasonably dangerous.

147. **WCC** was negligent because it knew or should have known that the **Propane Cylinder** was not fit for its intended or foreseeable use.

148. **WCC** was negligent because it knew or should have known that the **Propane Cylinder** would catch fire as it did.

149. **WCC** was negligent in the inspection of the **Propane Cylinder**.

150. **WCC** was negligent because it failed to take any other action that would have prevented the occurrence described hereinbefore.

151. **WCC** was negligent or at fault in other regards.

152. As a result of thereof, plaintiff is entitled to be compensated for the concepts and sums stated above.

**X. SIXTH CAUSE OF ACTION – INSURANCE COMPANIES**

153. The preceding paragraphs are incorporated as if fully set forth herein.

154. Under applicable law, pursuant to a contract or contracts of insurance, plaintiffs are entitled to recover from codefendants **JOHN DOE 51** to **JOHN DOE 100** the totality of the sums stated above for concepts described hereinbefore.

155. Plaintiffs expressly demands judgment against codefendants **JOHN DOE 51** to **JOHN DOE 100**.

**XI. SIXTH CAUSE OF ACTION – TEMERITY**

156. The preceding paragraphs are incorporated as if fully set forth herein.

157. In the event that defendants deny responsibility for the damages claimed herein, due to defendants obstinate and temerarious denial, plaintiffs are also entitled to be awarded pre-judgment and post-judgment interests to be computed from the amount finally adjudged to them, plus costs, expenses and a reasonable amount for attorney's fees.

**XII. PETITION FOR RELIEF**

**WHEREFORE**, it is respectfully requested from this Honorable Court that it grant the present Complaint and it enter judgment against the defendants for the sums claimed herein.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, on this 20th day of July 2017.

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