

SAMUEL SALMON, A Florida citizen and resident,

Plaintiff,

vs.

Sinton Technology Limited, a foreign corporation;
Mid-America Overseas, Inc., a foreign corporation;
Wayne L. Gray, a Florida citizen and resident; and
Burke Brands LLC, a Delaware Limited Liability
Company,

Defendants.

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY,
FLORIDA.

CASE NO.: 20-CA 009036 01

FIRST AMENDED COMPLAINT

COMES NOW the Plaintiff, Samuel Salmon, a Florida citizen and resident, by and through its undersigned attorneys and sues the Defendants, Sinton Technology Limited (“SINTON”), a foreign corporation; Mid-America Overseas, Inc. (“MAO”), a foreign corporation; Wayne L. Gray (“GRAY”), a Florida citizen and resident; and Burke Brands, LLC (“BURKE”), a Florida Limited Liability Company, and alleges:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$30,000.00 (Thirty Thousand Dollars), exclusive of attorneys’ fees, interest and costs.
2. At all times material hereto, SALMON was and is a resident and citizen of Florida and was working at a warehouse located at 521 NE 189th Street, Miami, Miami-Dade County, Florida where the subject incident occurred and is otherwise *sui juris*.
3. At all times material hereto, Defendant, SINTON was a foreign corporation engaged in the business of designing, manufacturing, and selling electric dryer ovens and is authorized to and doing regular and systematic business in Miami-Dade County, Florida and regularly causes its products to be imported, delivered and sold in the State of Florida, including

the design, manufacture, sale and distribution of the subject electric dryer oven bearing Model Number XTDQ-101-8A and Product Number S-190529-01 (“THE DRYER”).

4. At all times material hereto, Defendant, MAO was an Illinois corporation, authorized to and doing business in the State of Florida and was engaged in the transaction of regular and systematic business in Miami-Dade County, Florida, of importing and selling goods, including THE DRYER in the State of Florida, Miami-Dade County.

5. At all times material hereto, Defendant, BURKE is a Delaware Limited Liability Company, with its principal place of business at 521 N.E. 189th Street, Miami, Florida, authorized to and doing business in the State of Florida, engaged in the transaction of regular and systematic business in Miami-Dade County, Florida, of importing and selling goods, including THE DRYER in the State of Florida, Miami-Dade County.

6. This Court has general jurisdiction over SINTON, MAO, and BURKE by virtue of their purposeful, continuous, and systematic contacts and general business presence in the State of Florida. SINTON, MAO, and BURKE are doing business in the State of Florida through the marketing, selling, importing, and distribution of goods, including drying ovens, are participants in the chain of distribution of goods, including THE DRYER, and have profited from such activities in the ordinary course of commerce.

7. The Court has specific jurisdiction over SINTON, MAO, and BURKE because they designed, manufactured, sold, shipped, distributed, and imported THE DRYING OVEN in the State of Florida, Miami-Dade County in the ordinary course of commerce in an unreasonably dangerous and defective condition.

8. This Court has specific jurisdiction over SINTON, MAO, and BURKE because they committed tortious acts within the State of Florida that relate to the claims alleged herein resulting in SALMON's damages.

9. At all times material hereto, SINTON, MAO, and BURKE have purposefully availed themselves of privileges of conducting business activities within the State of Florida, and have derived financial benefit from doing so, such that the forum Court may exercise personal jurisdiction over them and they are subject to jurisdiction pursuant to Florida's Long Arm Statute. Specifically, SINTON, MAO, and BURKE provided documentation regarding the sale of THE DRYER and SINTON, MAO, and BURKE had knowledge and understanding that THE DRYER was being sold, shipped, and imported to a company located in Miami-Dade County, Florida and for use in Miami-Dade County, Florida

10. Additionally, at all times material hereto, MAO has maintained an office for the purpose of operating, conducting, engaging in, and carrying on a business and business activities in the State of Florida at 1801 NW 135th Avenue, Miami-Dade County, Florida.

11. At all times material hereto, BURKE has maintained an office and its principal place of business at 1 N.E. 189th Street, Miami-Dade County, Florida.

12. At all times material hereto, GRAY is and was a citizen and resident of Miramar, Broward County, Florida, and was engaged in the regular and systematic business of providing electrician services in Miami-Dade County, including services to THE DRYER performed at the warehouse located at 521 NE 189th Street, Miami-Dade County, Florida where the subject incident occurred ("THE WAREHOUSE").

ALLEGATIONS COMMON TO ALL COUNTS

13. At all times material hereto, SINTON, through its operations in China, designed and manufactured Sinton Technology Limited Electric Dryer ovens, including the subject electric drying oven bearing Model Number XTDQ-101-8A and Product Number S-190529-01 (“THE DRYER”).

14. At all times material hereto, SINTON designed, manufactured, assembled, tested, marketed, inspected, sold, distributed, THE DRYER to BURKE, and placed it into the stream of commerce and exported THE DRYER to Miami, Florida intending that THE DRYER would be used at THE WAREHOUSE to roast and dry food products including coffee beans.

15. On or about April 3, 2019, BURKE, purchased and imported THE DRYER in the ordinary course of business as a manufacturer and importer to be used at THE WAREHOUSE to roast and dry coffee beans. A copy of the invoice for purchase is below:



SINTON Technology Limited

ADD: No. 889 Yandu Rd, Yancheng, Jiangsu, P.R.China 224001
TEL: 0086-515-69979063/0086 13770085350
E-mail: sales06@hopebond.net

FAX: 0086-515-69979992
WEB: http://www.hopebond.net

PROFORMA INVOICE

TO: Burke Brands LLC
ADD: 521 NE 189th Street
Miami, Florida 33179
TEL:
EMAIL: dburke@burkebrands.com
ATTN: Darron Burke

PO.NO.: SY-W201904030001
DATE: 2019/4/3

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ATTN: Kity Wang

E-MAIL: sales06@hopebond.net

ITEM	DESCRIPTION	QTY	UNIT	PRICE (USD)	AMOUNT (USD)
1	XTDQ-101-8A Electric Hot air circulation Dryer 1. Inner room size: 1200*1200*1500mm (D*W*H) 2. out surface: 1.5mm A3 steel plate with gray spraying plastics 3. inside surface: 1.2mm stainless steel 304 4. insulation material: silicone cotton insulation, 80mm thickness 5. number of oven door: 2 door(double-door) 6. number of air outlet: 1 pcs 7. heating wattage: 15kw 8. voltage: 208v/3 phase/60Hz 9. heating element: stainless steel 304 finned tube heaters 10. workig temperature: maximum temperature can reach 200 degree C 11. temperature accuracy: ±1°C 12. oven temperature uniformity: ±3°C (max temperature empty test) 13. blower motor: lower noise centrifugal blower 14. blower motor power: 750w 15. electric heater position: in air duct of left and right sides 16. control cabinet: independent type PID temperature controller 17. function: PID self-tuning, automatic thermostat, thermostat after the alarm off, over-temperature shutdown, leakage protection, motor overload protection and so on 18. tray: 30 pcs, stainless steel 304 material, tray with perforation, each side is 15 pcs, tray size: 1200*600 mm (length * width) 19. packing: export wooden case 20. Warranty: 12 months	1	set	3750	3750
Total					3750

1. PRICE TERM: FOB SHANGHAI
2. PAYMENT TERM: 100% TT
3. DELIVERY DATE: 15-20 WORKING DAYS AFTER RECEIVE PAYMENT
4. BANK INFORMATION:

Beneficiary Account Name: Sinton Technology Limited
Beneficiary Address: No. 3 Group 4 Xingming Village Yandu District Yancheng Jiangsu China 224000
Beneficiary Bank Name: Agricultural Bank of China JiangSu Branch, P.R.China
Beneficiary Bank Address: No. 808 Century Avenue, Yancheng, Jiangsu, P.R.China 224001
Beneficiary Account: 10426214040002431
Beneficiary Swift code: ABOCCNBJ100

5. COUNTRY OF ORIGIN: CHINA

6. Any dispute arising from or in connection with this contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

7. NOTE:

BUYER

SELLER



16. At all times material hereto, BURKE contracted with MAO to act as its importer to arrange for shipment of THE DRYER from China to Miami, Florida.

17. At all times material hereto, MAO agreed to act as and became importer of THE DRYER and entered into an agreement with BURKE to import THE DRYER from China to Miami, Florida in exchange for monetary remuneration. The agreement also authorized MAO to act as an agent on behalf of BURKE.

18. At all times material hereto, MAO arranged for the importation of THE DRYER between SINTON and BURKE in order to bring THE DRYER from China to Miami, Florida and actively participated in placing THE DRYER into the stream of commerce in China and Miami, Florida.

19. At all times material hereto, MAO received monetary remuneration for its participation in importing THE DRYER from China to Miami, Florida.

20. By agreeing to import THE DRYER, by importing THE DRYER, and by receiving financial remuneration for the import of THE DRYER, at all times material hereto MAO was an active participant in the chain of distribution of THE DRYER.

21. On or about June 26, 2019, MAO completed a U.S. Customs and Border Protection Entry Summary to import THE DRYER from China to Miami, Florida. MAO appears as the Declarant and Broker/Filer according to the Entry Summary which is included below:

OMB APPROVAL NO. 1651-0022
EXPIRATION DATE 01/31/2021

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY

1. Filer Code/Entry No. 267-1107151-9				2. Entry Type 01 ABI/A		3. Summary Date 07/09/19		Import Team 050				
4. Surety No. 054		5. Bond Type 9		6. Port Code 5208		7. Entry Date 08/26/2019						
8. Importing Carrier K4			9. Mode Of Transport 40			10. Country of Origin CN			11. Import Date 08/20/2019			
12. B/L or AWB No. 27270527995			13. Manufacturer ID CNSINTEC4YAN			14. Exporting Country CN			15. Export Date 08/20/2019			
16. I.T. No. 27270527995		17. I.T. Date 08/22/19		18. Missing Docs		19. Foreign Port of Lading		20. U.S. Port of Unlading 3901				
21. Location of Goods/G.O. No. M735/PROGRESSIVE TRAN			22. Consignee No. SAME			23. Importer No. 54-215475400		24. Reference No.				
25. Consignee/Ultimate Consignee Name and Address City _____ State FL Zip _____						26. Importer of Record Name and Address BURKE BRANDS LLC 521 NE 189TH STREET City MIAMI State FL Zip 33179						
27. Description of Merchandise												
Line No.	29. A. HTSUS No. B. ADA/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity In HTSUS Units		32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and I.R. Tax Dollars Cents	
001	I.T. DATE I.T. NO. MASTER BILL/AWB HOUSE BILL SUBHOUSE BILL BILL QTY 08/22/19 2727052799 27270527995 00495741										1 CT	
	Invoice Number 001/SYW20190403001		1014 KG		N		0		25%		937.50	
	ARTICLE OF CHINA,US NTE 20(A) 9903.88.01				C4282							
	DRYERS FOR FOOD AND BEVERA 8419.39.0140		1.00 NO		3,750		Free		0.3464%		0.00	
	499 MERCHANDISE PROCESSING FEE (MPF)										12.99	
	Invoice Number 001/SYW20190403001											
	Invoice Value USD 3,750.00											
	Total Entered Value (Invoice) 3,750.00											
Other Fee Summary for Block 39			35. Total Entered Value			CBP USE ONLY			TOTALS			
499 Merchandise Processing Fee \$26.22			\$3,750.00			A. LIQ CODE			B. Ascertained Duty 37. Duty 937.50			
Total Other Fees \$26.22						REASON CODE			C. Ascertained Tax 38. Tax 0.00			
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT						D. Ascertained Other			39. Other 26.22			
I declare that I am <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						E. Ascertained Total			40. Total 963.72			
41. DECLARANT NAME MID-AMERICA OVERSEAS, INC.		TITLE ATTY-IN-FACT		SIGNATURE Judy Wohrab		DATE 06/26/2019						
42. Broker/Filer Information (Name, address, phone number) MID-AMERICA OVERSEAS, INC. 1801 NW 135TH AVENUE, SUITE 900 MIAMI, FL 33182 PHONE: +13055945946 FAX: +13055943020						43. Broker/Importer File No. SSHAAE1900495741						

22. At all times material hereto, BURKE, in the normal course and scope of its business as an importer, in conjunction with MAO, imported THE DRYER and placed it into the stream of commerce in Miami, Florida.

23. At all times material hereto, SINTON provided documentation regarding the sale of THE DRYER to BURKE and SINTON knew and understood that THE DRYER was being sold, shipped, and imported to Miami, Florida to roast and dry coffee beans in Miami, Florida.

24. Prior to July 9, 2019, MAO imported THE DRYER and placed THE DRYER into the stream of commerce, as an importer and/or an import customs broker for and on behalf of BURKE. MAO imported THE DRYER knowing and intending that the dryer would be used at THE WAREHOUSE to roast and dry coffee beans. Specifically, MAO provided documentation regarding the sale of THE DRYER and MAO had knowledge and understanding that THE DRYER was being sold, shipped, and imported to a company in Miami, Florida and for use in Miami, Florida.

25. Prior to July 9, 2019, BURKE imported and placed THE DRYER into the stream of commerce through its normal course and scope of business as an importer. BURKE arranged, through its agent/importer/import customs broker to import THE DRYER by airfreight to the United States where the dryer would be used at THE WAREHOUSE to roast and dry coffee beans. BURKE imported THE DRYER with knowledge and understanding that THE DRYER was being sold, shipped, and imported to Miami, Florida and for use in Miami, Florida.

26. After THE DRYER was delivered to THE WAREHOUSE, BURKE contracted with GRAY to prepare the electrical components and the electrical control box of THE DRYER, to install the electrical components, make the necessary electrical connections from the electrical

service in THE WAREHOUSE to THE DRYER and to perform the needed electrician services to permit THE DRYER to function and be placed into use at THE WAREHOUSE.

27. At the time THE DRYER, was delivered to and installed in THE WAREHOUSE, connected to electrical service and placed into powered operational mode THE DRYER was in its as designed and as manufactured condition and had not been modified or altered.

28. At all times material hereto, THE DRYER was expected to and did reach the consumer without substantial change.

29. At all times material hereto, and at the time THE DRYER was installed and ready for operation it contained design, manufacture, and warnings defects that rendered THE DRYER unreasonably dangerous, and would ultimately cause it to explode in use and fail to perform and function as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

30. These defects included the failure to utilize explosion proof contactors, the failure to utilize electric spark and arc proof components and technology, the failure to isolate and insulate the electric control panel and electric box from the drying cabinet to prevent fumes or vapors from the drying cabinet to reach the electric control panel, the failure to provide sufficient instructions for the use, set up and electrical connections needed to prevent, isolate, or contain electrical sparking and arching and prevent fumes or vapors from the drying cabinet to reach the electric control panel.

31. On or about July 9, 2019, THE DRYER, was powered on and was in use in THE WAREHOUSE for the purpose of roasting coffee beans.

32. On or about July 9, 2019, SALMON was working in THE WAREHOUSE in the vicinity of THE DRYER when suddenly, unexpectedly, and without warning electrical sparking and arcing occurred in the electric control panel and THE DRYER violently exploded leveling everything in the area and causing SALMON to suffer catastrophic injuries.

33. Prior to the explosion, THE DRYER was being used in a manner intended and foreseeable by Defendants.

34. The design, manufacture, and warnings defects, and the negligence of the Defendants were the direct and proximate cause of electrical sparking and arcing and the explosion of THE DRYER.

35. The explosion of THE DRYER was the direct and proximate cause of SALMON'S catastrophic injuries and damages including the following: permanent bodily injury and past, present, and future pain and suffering; past, present, and future aggravation of pre-existing conditions and physical defects; past, present, and future disability and physical impairment; past present, and future scarring and disfigurement; past, present, and future mental anguish; past, present, and future inconvenience; past, present, and future loss of capacity for enjoyment of life; past, present, and future medical expenses; and past, present, and future loss of earnings and earning capacity.

36. At all times material hereto, Defendants, SINTON, MAO, and BURKE owed a duty to SALMON and other users of THE DRYER to design, manufacture, and provide adequate warnings and instructions on or with THE DRYER and to place THE DRYER into the stream of commerce without defects so that it would perform and function as safely as an ordinary

consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

37. At all times material hereto, Defendants, SINTON, MAO, and BURKE owed a duty to SALMON, and other users of THE DRYER to provide adequate warnings and instructions regarding how to use, maintain, recognize, appreciate, prevent, and avoid the dangers inherent within THE DRYER.

38. At all times material hereto, THE DRYER was designed in such a defective manner that it failed to perform and function as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

39. At all times material hereto, THE DRYER was manufactured in such a defective manner in violation of prudent manufacturing practices, specifications and tolerances that resulted in THE DRYER failing to perform and function as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

40. At all times material hereto, THE DRYER was designed and manufactured without adequate warnings and instructions on or with THE DRYER that resulted in THE DRYER being defective and failed to perform and function as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

41. Defendants, SINTON, MAO, and BURKE owed a duty to SALMON, and other persons similarly situated, to use reasonable care in designing, manufacturing, warning, instructing, testing, assembling, inspecting, maintaining, repairing, and replacing THE DRYER without defects, so that THE DRYER would perform and function as safely as an ordinary

consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner and for a purpose for which it was made.

42. The Defendants, SINTON, MAO, and BURKE breached such duties by designing, manufacturing, warning, instructing, testing, assembling, inspecting, maintaining, repairing, and replacing THE DRYER, or failing to do so, in such a negligent manner that THE DRYER was defective and did not perform and function as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner and for a purpose for which it was made.

43. At all times material hereto, Defendants, SINTON, MAO, and BURKE were engaged in the business of designing, manufacturing, importing, distributing, selling, marketing, recommending, inspecting and placing THE DRYER into the stream of commerce within the state of Florida and held itself out to the public as having particular expertise regarding THE DRYER.

44. At all times material hereto, the Defendants, SINTON and MAO maintained a dedicated sales staff who had sufficient contact within the state of Florida who represented to the public that they possessed the necessary skill and expertise required to accurately inform prospective purchasers of the proper selection, use, fitment, features, quality and safety considerations of THE DRYER.

45. At all times material hereto, the Defendants, SINTON, MAO, and BURKE through their employees, agents and representatives, selected, recommended, distributed, sold, and delivered THE DRYER within the state of Florida for the specific use that is was being used to perform when this incident occurred.

46. The Defendants, SINTON, MAO, and BURKE breached such duties by recommending, selling, and authorizing THE DRYER as an appropriate use for the specific use for which it was sold, in such a negligent manner that THE DRYER was defective, not an appropriate use, and did not perform and function as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner and for a purpose for which it was made.

47. At all times material hereto, the use of THE DRYER in a manner that was intended or reasonably foreseeable by the Defendants, SINTON, MAO, and BURKE, involved substantial dangers that would not be readily recognized by ordinary users of THE DRYER.

48. At all times material hereto, these dangers were known or knowable by the Defendants, SINTON, MAO, and BURKE in light of the generally recognized and prevailing best scientific knowledge available at the time of the design, manufacture, and distribution of THE DRYER, and as a result prudent design and manufacturing process and reasonable care required warnings and instructions on or with THE DRYER.

49. At all times material hereto, the Defendants, SINTON, MAO, and BURKE adopted a design process and a manufacturing process for THE DRYER which was not common, usual, customary, prudent, reasonable or in accordance with established industry standards relating to the design, manufacture or use of warnings and instructions of similar dryers with similar intended or foreseeable functions.

50. At all times material hereto, the Defendants, SINTON, MAO, and BURKE failed to perform testing adequate to determine the circumstances under which THE DRYER was

likely to cause injury while being used under intended or reasonably foreseeable conditions, or in an intended or reasonably foreseeable manner.

51. At all times material hereto, THE DRYER was maintained and inspected and the warnings and instructions read and comprehended as often and as completely as a reasonably prudent person would have done under the same or similar circumstances, and at no time material hereto was THE DRYER subjected to any unintended or unreasonable conditions.

52. The Defendants, SINTON, MAO, and BURKE designed, manufactured, and placed THE DRYER into the stream of commerce in the state of Florida, intending that it be used in the manner that it was being used at the time SALMON's injury occurred.

53. At all times material hereto, THE DRYER was maintained and inspected as often as a reasonably prudent person would have done under the same or similar circumstances, and at no time material hereto was THE DRYER subjected to any unintended and/or unforeseeable conditions.

54. THE DRYER was in substantially the same defective condition at the time of the incident it was when it left the Defendants' possession or control.

55. The defective and negligent manner in which THE DRYER was designed and manufactured was the direct and proximate cause of SALMON's injuries.

56. The defective and negligent manner in which the Defendants, SINTON, MAO, and BURKE failed to provide adequate warnings and instructions on or with THE DRYER was the direct and proximate cause of SALMON's injuries.

COUNT 1 – STRICT LIABILITY AGAINST SINTON – MANUFACTURING DEFECT

57. At the time THE DRYER was manufactured and placed into the stream of commerce by SINTON it contained manufacturing defects as a result of THE DRYER being manufactured in violation of prudent manufacturing practices, specifications and tolerances. These defects rendered THE DRYER unreasonably dangerous to persons such as SALMON who was an intended and/or foreseeable user/persons in the vicinity of THE DRYER.

58. As a result of the manufacturing defects, THE DRYER failed to perform as intended and as safely as its intended design would have performed and/or as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

59. The manufacturing defects in THE DRYER were the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against SINTON and further demands trial by jury.

COUNT 2 – STRICT LIABILITY AGAINST SINTON – DESIGN DEFECT

60. At the time THE DRYER was designed, manufactured and placed into the stream of commerce by SINTON, it contained design defects, which rendered THE DRYER unreasonably dangerous to persons, such as SALMON, and other intended and foreseeable users/persons in the vicinity of THE DRYER.

61. As a result of the design defects, THE DRYER failed to perform as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

62. The design defects in THE DRYER were the direct and proximate cause of the explosion, and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against SINTON and further demands trial by jury.

COUNT 3 – STRICT LIABILITY AGAINST SINTON – FAILURE TO WARN

63. At the time THE DRYER was designed, manufactured and placed into the stream of commerce by SINTON it lacked or contained defective instructions and warnings which rendered THE DRYER unreasonably dangerous to persons, such as SALMON, who was an intended or foreseeable user.

64. The lack of instructions and warnings and defective warnings and instructions resulted in THE DRYER being unreasonably dangerous and failing to perform as intended and as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

65. The lack of instructions and defective warnings and instructions on or with THE DRYER were the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against SINTON and further demands trial by jury.

COUNT 4 – NEGLIGENCE AGAINST SINTON – MANUFACTURING DEFECTS

66. SINTON breached its duty of reasonable care by failing to act as a reasonably careful designer, manufacturer, seller, importer, and distributor under like circumstances.

67. The negligent manner in which THE DRYER was manufactured was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against SINTON and further demands trial by jury.

COUNT 5 – NEGLIGENCE AGAINST SINTON – DESIGN DEFECTS

68. SINTON breached its duty of reasonable care by failing to act as a reasonably careful designer under like circumstances.

69. The negligent manner in which THE DRYER was designed was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against SINTON and further demands trial by jury.

COUNT 6 – NEGLIGENCE AGAINST SINTON – FAILURE TO WARN

70. SINTON's duty to use reasonable care includes the duty to give appropriate warnings about the particular risks of THE DRYER, which SINTON knew or should have known, are involved in the reasonably foreseeable uses of the product.

71. SINTON breached its duty of reasonable care by failing to give appropriate warnings about the particular risks of THE DRYER, which SINTON knew or should have known, are involved in the reasonably foreseeable uses of the product.

72. The lack of appropriate warnings and/or negligent warnings and instructions on THE DRYER was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against SINTON and further demands trial by jury.

COUNT 7 – STRICT LIABILITY AGAINST MAO – MANUFACTURING DEFECT

73. At the time THE DRYER was imported and placed into the stream of commerce by MAO it contained manufacturing defects as a result of THE DRYER being manufactured in violation of prudent manufacturing practices, specifications and tolerances. These defects rendered THE DRYER unreasonably dangerous to persons such as SALMON who was an intended and/or foreseeable user/persons in the vicinity of THE DRYER.

74. As a result of the manufacturing defects, THE DRYER failed to perform as intended and as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

75. The manufacturing defects in THE DRYER were the direct and proximate cause of the explosion of THE DRYER and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against MAO and further demands trial by jury.

COUNT 8 – STRICT LIABILITY AGAINST MAO – DESIGN DEFECT

76. At the time THE DRYER was imported and placed into the stream of commerce by MAO, it contained design defects, which rendered THE DRYER unreasonably dangerous to persons, such as SALMON, and other intended and foreseeable users/persons in the vicinity of THE DRYER.

77. As a result of the design defects, THE DRYER failed to perform as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

78. The design defects in THE DRYER were the direct and proximate cause of the explosion, and SALMONS injuries.

WHEREFORE, SALMON demands judgment for damages against MAO and further demands trial by jury.

COUNT 9 – STRICT LIABILITY AGAINST MAO – FAILURE TO WARN

79. At the time THE DRYER was imported and placed into the stream of commerce by MAO it lacked and/or contained defective warnings and instructions which rendered THE DRYER unreasonably dangerous to persons, such as SALMON, who was an intended or foreseeable user/person in the vicinity of THE DRYER.

80. The lack of instructions and warnings and defective warnings and instructions resulted in THE DRYER being unreasonably dangerous and failing to perform as intended and as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

81. The lack of instructions and defective warnings and instructions on or with THE DRYER were the direct and proximate cause of the explosion and SALMONS injuries.

WHEREFORE, SALMON demands judgment for damages against MAO and further demands trial by jury.

COUNT 10 – NEGLIGENCE AGAINST MAO – MANUFACTURING DEFECTS

82. MAO breached its duty of reasonable care by failing to act as a reasonably careful designer, manufacturer, seller, importer, and distributor under like circumstances.

83. The negligent manner in which THE DRYER was manufactured was the direct and proximate cause of the explosion and SALMON'S injuries.

WHEREFORE, SALMON demands judgment for damages against MAO and further demands trial by jury.

COUNT 11 – NEGLIGENCE AGAINST MAO – DESIGN DEFECTS

84. MAO breached its duty of reasonable care by failing to act as a reasonably careful designer under like circumstances.

85. The negligent manner in which THE DRYER was designed was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against MAO and further demands trial by jury.

COUNT 12 – NEGLIGENCE AGAINST MAO – FAILURE TO WARN

86. MAO's duty to use reasonable care includes the duty to give appropriate warnings about the particular risks of THE DRYER, which MAO knew or should have known, are involved in the reasonably foreseeable uses of the product.

87. MAO breached its duty of reasonable care by failing to give appropriate warnings about the particular risks of THE DRYER, which MAO knew or should have known, are involved in the reasonably foreseeable uses of the product.

88. The lack of appropriate warnings and/or negligent warnings and instructions on THE DRYER was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against MAO and further demands trial by jury.

COUNT 13 – NEGLIGENCE AGAINST GRAY

89. At all times material hereto, GRAY had a duty to SALMON to use reasonable care in preparing the electrical components for THE DRYER, and/or installing THE DRYER, and/or installing the electrical components necessary for use of THE DRYER, and/or installing the electrical control box at THE WAREHOUSE, and/or performing electrician services relative to THE DRYER at THE WAREHOUSE, and/or had the duty to otherwise act as a reasonably careful person would under like circumstances.

90. At all times material hereto, GRAY breached his duty of reasonable care.

91. As a direct and proximate result of the negligence of GRAY, THE DRYER was caused to explode which was the direct and proximate cause of the catastrophic injuries to SALMON.

WHEREFORE, SALMON demands judgment for damages against GRAY and further demands trial by jury.

COUNT 14 – STRICT LIABILITY AGAINST BURKE – MANUFACTURING DEFECT

92. At the time THE DRYER was imported and placed into the stream of commerce by BURKE it contained manufacturing defects as a result of THE DRYER being manufactured in violation of prudent manufacturing practices, specifications and tolerances. These defects rendered THE DRYER unreasonably dangerous to persons such as SALMON who was an intended and/or foreseeable user/persons in the vicinity of THE DRYER.

93. As a result of the manufacturing defects, THE DRYER failed to perform as intended and as safely as its intended design would have performed and/or as an ordinary

consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

94. The manufacturing defects in THE DRYER were the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against BURKE and further demands trial by jury.

COUNT 15 – STRICT LIABILITY AGAINST BURKE – DESIGN DEFECT

95. At the time THE DRYER was designed, manufactured and placed into the stream of commerce by BURKE, it contained design defects, which rendered THE DRYER unreasonably dangerous to persons, such as SALMON, and other intended and foreseeable users/persons in the vicinity of THE DRYER.

96. As a result of the design defects, THE DRYER failed to perform as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

97. The design defects in THE DRYER were the direct and proximate cause of the explosion, and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against BURKE and further demands trial by jury.

COUNT 16 – STRICT LIABILITY AGAINST BURKE – FAILURE TO WARN

98. At the time THE DRYER was imported and placed into the stream of commerce by BURKE it lacked and/or contained defective warnings and instructions which rendered THE

DRYER unreasonably dangerous to persons, such as SALMON, who was an intended or foreseeable user.

99. The lack of instructions and warnings and defective warnings and instructions resulted in THE DRYER being unreasonably dangerous and failing to perform as intended and as safely as an ordinary consumer would expect when utilizing THE DRYER in an intended or reasonably foreseeable manner.

100. The lack of instructions and defective warnings and instructions on or with THE DRYER were the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against BURKE and further demands trial by jury.

COUNT 17 – NEGLIGENCE AGAINST BURKE – MANUFACTURING DEFECTS

101. BURKE breached its duty of reasonable care by failing to act as a reasonably careful designer, manufacturer, seller, importer, and distributor under like circumstances.

102. The negligent manner in which THE DRYER was manufactured was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against BURKE and further demands trial by jury.

COUNT 18 – NEGLIGENCE AGAINST BURKE – DESIGN DEFECTS

103. BURKE breached its duty of reasonable care by failing to act as a reasonably careful designer under like circumstances.

104. The negligent manner in which THE DRYER was designed was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against BURKE and further demands trial by jury.

COUNT 19 – NEGLIGENCE AGAINST BURKE – FAILURE TO WARN

105. BURKE's duty to use reasonable care includes the duty to give appropriate warnings about the particular risks of THE DRYER, which BURKE knew or should have known, are involved in the reasonably foreseeable uses of the product.

106. BURKE breached its duty of reasonable care by failing to give appropriate warnings about the particular risks of THE DRYER, which BURKE knew or should have known, are involved in the reasonably foreseeable uses of the product.

107. The lack of appropriate warnings and/or negligent warnings and instructions on THE DRYER was the direct and proximate cause of the explosion and SALMON's injuries.

WHEREFORE, SALMON demands judgment for damages against BURKE and further demands trial by jury.

Dated: November 27, 2020.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been electronically served via the Florida Courts eFiling Portal to: Maura McCarthy Bulman, Esq., MAURA McCARTHY BULMAN, P.L.L.C., 1779 N. University Drive, Suite 202, Pembroke Pines, FL 33024, mbulman@mmbpa.com; (Attorney for Wayne L. Gray); Robert W. Blanck, Esq., BLANCK & COOPER P.A., 5730 SW 74th Street, Suite 700, Miami, FL 33143-5320, rblanck@shiplawusa.com;marlene@shiplawusa.com (Attorneys for Mid-America Overseas); Keith M. Hanenian, Esq., Law Offices of Keith M. Hanenian, P.O. Box 21268, Tampa, FL 33622; efiles@hanenianlaw.com; cpulecio@hanenianlaw.com (Attorneys for Burke Brands); and David Wang and Julie Gu for Sinton Technology Limited, admin@jsxingtai.com.cn; guyuying@hotmail.com; sales06@hopebond.net on November 27, 2020.

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