

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jennifer Schulze and James Schulze, w/h	:	
211 Devon Lane	:	
Schwenksville PA 19473	:	CIVIL ACTION NO.: 2:23-cv-02538
vs.	:	
	:	
Sunbeam Products, Inc. a/d/b/a Sunbeam	:	
t/a Mr. Coffee	:	
6655 Peachtree Dunwoody Road	:	
Atlanta, GA 30328	:	
and	:	
	:	
Target Corporation a/d/b/a Target	:	
1000 Nicollet Mall	:	
Minneapolis, MN 55403	:	
Defendants	:	

CIVIL ACTION -FIRST AMENDED COMPLAINT

Plaintiffs Jennifer Schulze and James Schulze bring this action against Defendants Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee and Target Corporation a/d/b/a Target for strict liability, negligence, breach of warranty, misrepresentation, loss of consortium as follows:

JURISDICTION AND VENUE

1. Jurisdiction exists in this action under the principle of diversity of citizenship, 28 U.S.C. §1332, as the matter in controversy exceeds One Hundred and Fifty-Thousand Dollars (\$150,000), exclusive of interest and costs and as Plaintiff is a citizen of a state different from Defendants.

2. Venue is appropriate in this Judicial District pursuant to 28 U.S.C. §1391 because substantial and material events, acts and omissions giving rise to this Complaint occurred in this District.

THE PARTIES

3. Plaintiffs Jennifer Schulze and James Schulze, at all times pertinent hereto husband and wife (hereinafter sometimes collectively “Plaintiffs”) are adult individuals residing at 211 Devon Lane, Schwenksville, Montgomery County, Pennsylvania 19473.

4. Defendant Sunbeam Products, Inc., also doing business as Sunbeam, trading as Mr. Coffee (hereinafter “Defendant Sunbeam Products” or collectively “Defendants”) is a Delaware Corporation with its principal place of business located at 6655 Peachtree Dunwoody Road. Atlanta, Georgia 30328.

5. At all times relevant hereto, Defendant Sunbeam Products has been in the business of designing, assembling, advertising, warranting, promoting, selling and/or distributing coffeemaker products including Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100.

6. Defendant Target Corporation also doing business as Target (hereinafter sometimes “Defendant Target”) is a Minnesota Corporation with its principal place of business located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403

7. At all times relevant hereto, Defendant Target has been in the business of advertising, sponsoring, promoting, retailing, and selling coffeemaker products including Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100.

8. Defendants solicit and transact business and/or enter into contracts with residents and/or business entities in Pennsylvania for the sale of their products and/or services.

9. Defendants, pursuant to said solicitations, business transactions and/or contracts in Pennsylvania, regularly perform work and/or services in Pennsylvania.

10. At all times relevant hereto Defendants have transacted business within the Commonwealth of Pennsylvania as defined in 42 Pa.C.S.A. §5322.

THE FACTS

11. At all times relevant hereto, Defendants, acting independently or together and/or as the agents, servants and employees of each other, designed, assembled, advertised, promoted, distributed, leased, sold and/or retailed the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100.

12. Defendants did, in fact, enter into a contract with, and/or place into the stream of commerce, and/or sell, Plaintiffs a Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-DT100.

13. The Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-DT100 purchased by Plaintiffs (hereinafter sometimes the “Coffee Maker with Stainless Steel Carafe Model Product” or the “Product”) was, inter alia, designed, assembled, sponsored, warranted and/or distributed by Defendant Sunbeam Products.

14. The Coffee Maker with Stainless Steel Carafe Product purchased by Plaintiffs was, inter alia, sponsored, promoted, retailed and/or sold by Defendant Target.

15. The Coffee Maker with Stainless Steel Carafe Product was purchased by Plaintiffs from Defendant Target on July 16, 2022. Exhibit “1”.

16. Defendants expected Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100, including the Coffee Maker with Stainless Steel Carafe Product sold to Plaintiffs, to reach the user or consumer in the condition in which it was sold.

17. On or about November 15, 2022, Plaintiff Jennifer Schulze was engaged in the foreseeable, proper use of the Coffee Maker with Stainless Steel Carafe Product.

18. At the afore stated place and time, while Plaintiff Jennifer Schulze was engaged in the foreseeable, proper use of the Coffee Maker with Stainless Steel Carafe Product, suddenly and without warning, said Product malfunctioned and/or failed whereby the carafe component suddenly fell apart from the handle, causing the carafe component to discharge/spew the scalding/burning hot brewed liquid onto Plaintiff Jennifer Schulze, causing severe and likely permanent injuries to Jennifer Schulze as set forth more fully hereinafter.

19. The Coffeemaker with Stainless Steel Carafe Product was given only normal, expected, reasonable and anticipated usage prior to, and as of the time of, the November 15, 2022 injury to Jennifer Schulze.

20. At the time of the November 15, 2022 injury to Jennifer Schulze, the Coffee Maker with Stainless Steel Carafe Product was in substantially the same condition as it was when Defendants designed it and/or put it into the stream-of-commerce.

21. Prior to November 15, 2022, Defendants knew or should have that Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe, Model BVMC-DT100, designed, assembled, distributed, sponsored, promoted, warranted, and/or sold by Defendants and/or their authorized dealers and/or agents, were defective and/or had malfunctioned on prior occasions and/or were subject to malfunction/failure of the handle detaching from the carafe.

22. Defendant Sunbeam Products warranted, promoted, represented, and promised, to consumers and Plaintiffs, as to its products, including the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100:

a. "Purpose
Newell Brands' beloved, planet friendly brands enhance and brighten consumers lives at home and outside by creating moments of joy, building confidence and providing peace of mind";

b. "Consumer First

Our consumers are at the heart of everything we do. Every business decision is laser focused on the consumer first mindset. We leverage advanced consumer insights to continuously meet the needs of our consumers which translates to a greater impact in the marketplace. Our history is deeply rooted in entrepreneurship and innovation and we strive to make our iconic brands relevant for today's consumer;"

c. "Customer Collaboration

We view our relationships with our customers as trusted partnerships based on integrity, transparency and the highest ethical and legal compliance standards. We continue to work towards renowned customer collaboration to meet our retail customers' needs through joint business planning, consumer insights, fulfillment accuracy and excellent customer service and have a number of initiatives in progress to make it easier for customers to do business with us"; and

d. "As we fulfill our purpose of enhancing the lives of consumers with planet friendly, innovative and attractive products that create joyous moments and provide peace of mind, it's essential that we do things right and always do the right thing. In fact, we believe the way we achieve our results is just as important as the results themselves.

Our Code of Conduct sets out clear guidelines on our commitment to doing the right thing. To ensure that our Code is at the heart of everything we do, we have a dynamic Global Ethics & Compliance program focused on upholding and promoting the high ethical standards in our Code."

23. Defendants warranted, promoted, represented, promised, sponsored, sold and distributed Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100, including the Coffeemaker with Stainless Steel Carafe Product purchased by Plaintiffs, via its Product User Manual, including as follows:

"Product Details Description": COFFEEMAKER FEATURES AND BENEFITS

Your new Mr. Coffee® 10-cup programmable thermal coffeemaker has the following features:

- Brewing Capacity – 10 Cups
- Optimal Brew – **Brews coffee 20% faster at a higher temperature of up to 205 degrees** for richer taste.
- Strong Brew – Select strong brew for a bolder cup of coffee.
- Brew Later – Set it ahead and wake up to fresh brewed coffee.
- Double Walled Stainless-Steel Thermal Carafe – Holds temperature and fresh flavor of coffee so every cup tastes just brewed.

(Emphasis added).

24. Defendants promoted, represented, promised, sponsored, sold and distributed the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100,

including the Coffeemaker with Stainless Steel Carafe Product purchased by Plaintiffs, “Product Details Description” includes:

This Mr. Coffee® 10-Cup Programmable Coffee Maker uses Optimal Brew **to brew coffee hotter** and faster for the fullest, richest flavor extraction—and a great-tasting cup. The Strong Brew selector offers the option for a bolder cup of coffee, and the Brew Later feature allows you to wake up to fresh-brewed coffee whenever you want. More great features include a stainless steel thermal carafe to keep coffee hot for hours; Grab-a-Cup Auto Pause, so you can get a cup mid-brew; a convenient freshness timer; and a water filtration system for the best possible taste.

- **This Mr. Coffee® 10-Cup Thermal Programmable Coffee Maker features Optimal Brew—it provides the fullest, richest flavor extraction by brewing coffee 20% faster*, at a temperature of up to 205 degrees** *Compared to model BVMC-SJX39
- Brew a bolder cup of coffee with the touch of a button with the Strong Brew selector
- This Mr. Coffee® coffee maker features a double-walled, stainless steel thermal carafe that holds the temperature of a fresh cup of coffee every time, keeping coffee hot for hours
- This convenient, programmable coffee maker also has a Brew Later feature that lets you set the coffee maker ahead of time, and wake up to freshly brewed coffee

(Emphasis added)

25. Defendants designed, assembled, warranted, distributed and/or sold the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product to brew coffee at an elevated/extreme temperature of up to 205 degrees.

26. Prior to November 15, 2022, Defendants knew or should have known that their Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe, Model BVMC-DT100, had a pattern and/or history of reported carafe handle sudden failures during normal/foreseeable consumer use, that is the handle separating suddenly from the carafe. See, Exhibit “2” attached hereto.

27. Despite such knowledge of said reported pattern and/or history of said sudden carafe-handle separation failure, Defendants continued to design, distribute, sell, promote, sponsor and misrepresent their Model BVMC-DT 100 coffeemakers without correcting, remedying or fixing the sudden handle separation failure issue in conscious disregard and/or reckless indifference to

the safety, interests and right of consumers, including Plaintiffs, and is sufficient to allow the imposition of punitive damages under Pennsylvania Law. See, Exhibit “2”.

28. Despite such knowledge of said reported pattern and/or history of said sudden carafe-handle separation failure, Defendants continued to sell, design, warrant, distribute, promote, sponsor and misrepresent their Model BVMC-DT 100 coffeemakers with the “optimal brew” feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees without correcting, remedying or fixing the sudden handle separate failure issue, in conscious disregard and/or reckless indifference to the safety, interests and right of consumers, including Plaintiffs, and is sufficient to allow imposition of punitive damages under Pennsylvania Law. Exhibit “2”.

29. Defendant Sunbeam Products warranted, inter alia: “Sunbeam Products, Inc, (“Sunbeam”) warrants that for a period of one year from the date of purchase, this product will be free from defects in material and workmanship.”

30. As a direct and/or proximate result of the negligence, breaches of warranty, misrepresentation, unfit and/or defective product of Defendants, jointly and/or severally, as set forth more fully hereinafter, Plaintiff Jennifer Schulze sustained serious personal injuries to her body and extremities, including: second degree burns to right thigh; second degree burns to left foot and ankle; second degree burns to left big toe/toes; second degree burns to left lower extremity; cellulitis of right lower limb; erythema; pain, suffering, disability, permanent scarring; permanent disfigurement; interference with activities of daily living; loss of life’s enjoyment; embarrassment; economic losses; damages, all to her great detriment and loss.

31. As a further direct and/or proximate result of the negligence, breaches of warranty, misrepresentation, unfit and/or defective product of Defendants, jointly and/or severally, Plaintiff Jennifer Schulze has been, and may in the future be, prevented from attending to her usual and

customary duties, responsibilities, interests, vocations and avocations, all to her detriment, with economic loss, loss of earnings, and loss.

32. As a direct and/or proximate result of the negligence, breaches of warranty, misrepresentation, unfit and/or defective product of Defendants, jointly and/or severally, Plaintiff Jennifer Schulze has been and will likely continue to be subjected to further medical procedures and treatments, with their accompanying risks, hazards, pain, suffering, discomfort, humiliation and economic loss, all to her continuing detriment and loss, and has been/will be required to expend various sums of money for medicines and medical attention, in attempting to cure or to alleviate the effects of the aforesaid injuries.

33. A post-incident photo of the Coffee Maker with Stainless Steel Carafe Product purchased by Plaintiffs, which suddenly malfunctioned/failed during normal use by Jennifer Schulze on November 15, 2022, is attached as Exhibit 3.

34. Plaintiff Jennifer Schulze believes and therefore avers that some or all of her injuries, damages, and losses are ongoing and/or permanent in nature.

COUNT I - STRICT LIABILITY - § 402 (A) RESTATEMENT (SECOND) OF TORTS
Plaintiff Jennifer Schulze v. Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee

35. The foregoing paragraphs of this Complaint are hereby incorporated by reference as if fully set forth herein.

36. At all times relevant hereto Defendant Sunbeam Products on its own, and/or on behalf of its authorized dealers, agents, servants and/or employees was regularly engaged in the business of designing, warranting, selling, distributing, and/or introducing into the stream-of-commerce the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product

so as to reach users such as Jennifer Schulze without substantial change from their condition at the time of manufacture and/or distribution and/or sale.

37. The aforestated injuries, damages, losses and medical treatment, of Plaintiff Jennifer Schulze were a direct and/or proximate result of Defendant's defectively planning, designing, warranting, testing, constructing, building, assembling, selling, sponsoring and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product specifically as follows:

a) planning, designing, testing, constructing, building, assembling, promoting, sponsoring, selling and/or distributing a Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product which was in a defective condition;

b) planning, designing, testing, constructing, building, assembling, promoting, sponsoring, selling and/or distributing a Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with "Optimal Brew", which brews coffee at an extreme/elevated temperature, of up to 205 degrees, which malfunctioned during normal, foreseeable use and/or foreseeable misuse;

c) planning, designing, testing, constructing, building, assembling, promoting, sponsoring, selling and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product which could not withstand the force of normal, foreseeable use and/or misuse;

d) failing to plan, design, test, construct, build, assemble, sponsor, sell and/or distribute the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with sufficient redundancy and/or durability and/or homogeneous material so as to eliminate the risk

and/or prevent sudden malfunction/failure due to the handle suddenly detaching/
disengaging/separating from the carafe and/or failing during normal, foreseeable use;

e) planning, designing, testing, constructing, building, assembling, promoting, sponsoring, selling and/or distributing an unreasonably dangerous Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, with “Optimal Brew”, which brews coffee at an extreme/elevated temperature, of up to 205 degrees, compared to other coffeemaker products, where said Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product possessed a defective/unsafe handle attachment and/or lack of redundancy in the handle’s attachment mechanism to the carafe and/or proclivity of the handle to suddenly malfunction and thereby detach/disengage/separate from the carafe during normal use;

f) planning, designing, testing, constructing, building, assembling, promoting, sponsoring, selling and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product which did not provide warnings to users as to the dangers and consequences of malfunction during foreseeable use or misuse;

g) planning, designing, testing, constructing, building, assembling, warranting, promoting, sponsoring, selling and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product without adequate instructions for use;

h) planning, designing, testing, constructing, building, assembling, warranting, promoting, sponsoring, selling and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with an unsafe failure point at the junction of the handle and the carafe;

i) planning, designing, testing, constructing, building, assembling, promoting, warranting, sponsoring, selling and/or distributing an unreasonably dangerous coffeemaker known as a Mr.

Coffee 10-cup programmable coffeemaker with stainless steel carafe Product in that it had lack of redundancy in the handle attachment to the carafe and/or had a proclivity to malfunction when put to normal, foreseeable use and/or misuse;

j) failing to improve the design, retrofit the product, recall or otherwise notify users of the product including Jennifer Schulze of the proclivity of said product to malfunction during normal, foreseeable use and/or misuse, and/or remedy the defect, prior to November 15, 2022;

k) failure to follow accepted safety standards in the planning, designing, testing, constructing, building, assembling, promoting, sponsoring, selling and/or distributing of said Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product;

l) failure to maintain adequate safety records and safety checks for and of known, substantially similar injuries which were alleged to have occurred in connection with the use of the Defendant's Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, including its proclivity to malfunction during normal, foreseeable use and/or misuse;

m) failure to adequately investigate, document and report known, substantially similar injuries on Defendant's Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, including its lack of redundancy and/or unsafe handle attachment design and/or proclivity to malfunction during normal, foreseeable use and/or misuse;

n) failure to determine or to attempt to determine whether hazards or injuries could be lessened or avoided by changes in design, safety devices, guards, amplified warnings and amplified instructions;

o) failure to have adequate internal practices and procedures, instructions relating to the discovery, occasion and location of malfunction, handle failure/detachment hazards, and how and when to guard, warn and instruct relating to them;

p) failing to improve the design, retrofit the product, recall or otherwise notify users of the Product's dangerous and hazardous lack of redundancy of the handle and/or proclivity of the handle to suddenly fail/detach/separate/disengage from the carafe during normal use and/or foreseeable use when combined with the Product's "Optimal Brew", which brews coffee at an extreme/elevated temperature, of up to 205 degrees;

q) failure to correct a known malfunction hazard of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product;

r) designing, assembling, promoting, sponsoring, warranting, distributing, and/or selling the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product that was unreasonably dangerous due to lack of proper warnings and/or instructions;

s) negligently, recklessly, and/or grossly negligently, continuing to warrant, promote, distribute, misrepresent, and sell its Model BVMC-DT 100 coffeemakers with an "optimal brew" feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees despite a reported pattern and/or history of sudden carafe handle separation failure, in conscious disregard and/or reckless indifference to the safety, interests and right of consumers, including Plaintiffs, in conscious disregard and reckless indifference for the safety of Plaintiffs and others similarly situated; and

t) violation of the Consumer Product Safety Act, 15 U.S.C. §§ 2052 et seq.

38. The danger of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product's handle suddenly disengaging/detaching from the carafe during normal/foreseeable use is unknowable and unacceptable to the average or ordinary consumer.

39. Defendant Sunbeam Products failed to take proper precautions to avert the danger of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product's handle suddenly disengaging/detaching from the carafe during normal use and foreseeable use.

40. Defendant Sunbeam Products failed to take proper action to anticipate and reflect the type, and magnitude, of the risk posed by the sale and use of the Product without proper redundancy and/or without proper attachment mechanism and/or improper failure point in the handle's junction with the carafe.

41. Where Defendant Sunbeam Products knew that its Model BVMC-DT 100 coffeemakers possessed a sudden handle separation failure and Defendant continued to sell, design, distribute, warrant, promote, and sponsor, to unsuspecting consumers and users, its Model BVMC-DT 100 coffeemakers with the "optimal brew" feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees, without correcting, remedying or fixing the sudden handle separate failure issue; Sunbeam Products knew and/or had reason to know, of facts which created a high degree of risk of physical harm to others, and proceeded to act in conscious disregard and/or reckless indifference to that risk, is thereby sufficient to warrant the imposition of punitive damages.

42. The above-referenced actions by Defendant Sunbeam Products were reckless, outrageous, egregious and or wanton, and said actions justify an award of punitive damages against Defendant.

WHEREFORE, Plaintiff Jennifer Schulze hereby demands judgment in her favor and against Defendant Sunbeam Products, Inc. a/b/a/a Sunbeam t/a Mr. Coffee, individually, and/or jointly and severally, in an amount in excess of \$150,000.00, plus interest, costs, punitive damages, delay damages and attorney's fees.

COUNT II-NEGLIGENCE

Plaintiff Jennifer Schulze v. Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee

43. The foregoing paragraphs of this Complaint are hereby incorporated by reference as if set forth fully herein.

44. Defendant Sunbeam Products had a duty, and failed in such duty, to use ordinary care and diligence to plan, design, construct, build, assemble, test, warrant, distribute, and/or sell the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100 Product so as to make this product reasonably safe for its foreseeable, known and intended uses, and all reasonably foreseeable misuses, and free from all hazardous conditions and dangers to users including Plaintiff Jennifer Schulze.

45. Defendant Sunbeam Products had a duty, and failed in such duty, to use ordinary care and diligence to warn, and/or instruct users, including Plaintiff Jennifer Schulze, regarding the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Product so as to make this product reasonably safe for its foreseeable, known and intended uses, and all reasonably foreseeable misuses, and free from all hazardous conditions and dangers to users including Plaintiff Jennifer Schulze.

46. Specifically, the negligence of Defendant Sunbeam Products, consisted of the following acts, commissions, and/or omissions:

a) failing to use ordinary care in planning, designing, warranting, testing, constructing, building, assembling, selling and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-DT100 Product and its component parts;

b) failing to plan, design, warrant, test, construct, build, assemble, sell/or and distribute the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-

DT100 Product so as to eliminate malfunction problems in general and failure of the handle/attachment to the carafe of said Product during normal uses;

c) failing to provide warnings as to the dangers and consequences of malfunction in general and of failure/malfunction of the handle attachment to the carafe during normal use specifically;

d) failing to plan, design, warrant, test, construct, build, assemble, sponsor, sell and/or distribute the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-DT100 Product to withstand the normal use of said Product as warranted by Defendant Sunbeam Products;

e) failing to plan, design, warrant, test, construct, build, assemble, sell, sponsor and/or distribute the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100 Product with sufficient redundancy and/or durability and/or homogeneous material so as to eliminate the risk and/or prevent defects and/or malfunction due to the handle suddenly detaching/disengaging/separating from the carafe and/or failing during normal, foreseeable use;

f) failing to plan, design, warrant, test, construct, build, assemble, sell, sponsor and/or distribute Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model Product so as to eliminate and/or prevent the risk or danger of injury from sudden failure/malfunction of the handle suddenly detaching/separating from the carafe during normal, foreseeable use and/or foreseeable misuses.

g) failing to assess, diagnose and remedy the malfunction problems and/or defects in light of prior failures;

h) failing to plan, design, warrant, test, construct, build, assemble, sell, sponsor and/or distribute the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with adequate instructions for use;

i) failing to plan, design, warrant, test, construct, build, assemble, sell, sponsor and/or distribute the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Product with adequate instructions for care, maintenance and storage;

j) planning, designing, promoting, testing, constructing, building, assembling, sponsoring, selling and/or distributing an unreasonably dangerous Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, with “Optimal Brew”, which brews coffee at an extreme/elevated temperature, of up to 205 degrees, compared to other coffeemaker products, where said Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product possessed an unsafe/unreasonable handle attachment and/or lack of redundancy in the handle’s attachment mechanism to the carafe and/or proclivity of the handle to suddenly malfunction and thereby detach/disengage/separate from the carafe during normal use;

k) failing to improve the design, retrofit the product, recall or otherwise notify users of the Product including Plaintiff of the proclivity of said Product to malfunction during normal use, and/or remedy the defect, prior to November 15, 2022;

l) failing to follow accepted safety standards in the planning, designing, testing, constructing, building, assembling, sponsoring, selling and/or distributing of said Product;

m) failing to maintain adequate safety records and safety checks for and of known, substantially similar injuries which occurred in connection with the use of its Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, including its proclivity to malfunction and/or its unsafe/unreasonable handle attachment and/or lack of redundancy in the

handle's attachment mechanism to the carafe and/or proclivity of the handle to suddenly detach/disengage/separate from the carafe during normal use and/or foreseeable use and/or foreseeable misuse.

n) failing to adequately investigate, document and report known, substantially similar injuries with the use of its Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product including its unsafe/unreasonable handle attachment and/or lack of redundancy in the handle's attachment mechanism to the carafe and/or proclivity of the handle to suddenly detach/disengage/separate from the carafe during normal use/foreseeable use and/or its proclivity to malfunction during normal, foreseeable use and/or foreseeable misuse;

o) failing to determine or to attempt to determine whether hazards or injuries could be lessened or avoided by changes in design, safety devices, guards, amplified warnings and/or amplified instructions;

p) failing to have adequate internal practices and procedures, instructions relating to the discovery, occasion and location of malfunction, and how and when to guard, warn and instruct relating to them;

q) failing to correct a known/foreseeable malfunction and/or lack of redundancy in the handle's attachment mechanism to the carafe and/or proclivity of the handle to suddenly detach/disengage/separate from the carafe during normal use and/or foreseeable use and/or foreseeable misuse hazard of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product;

r) negligently, recklessly, and/or grossly negligently, continuing to warrant, promote, distribute, misrepresent, and/or sell its Model BVMC-DT 100 coffeemakers with an "optimal brew" feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees despite

a reported pattern and/or history of sudden carafe handle separation failure, in conscious disregard and/or reckless indifference to the safety, interests and right of consumers, including Plaintiffs, in conscious disregard and reckless indifference for the safety of Plaintiffs and others similarly situated; and

s) violating the Consumer Product Safety Act, 15 U.S.C. §§ 2052 et seq.

47. Where Defendant Sunbeam Products knew that its Model BVMC-DT 100 coffeemakers possessed a sudden handle separation failure and Defendant continued to design, assemble, warrant, promote, sponsor, distribute and/or sell to unsuspecting consumers and users, its Model BVMC-DT 100 coffeemakers with the “optimal brew” feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees, without correcting, remedying or fixing the sudden handle separate failure issue; Sunbeam Products knew and/or had reason to know, of facts which created a high degree of risk of physical harm to others, and proceeded to act in conscious disregard and/or reckless indifference to that risk, is thereby sufficient to warrant the imposition of punitive damages.

48. The above-referenced actions by Defendant Sunbeam Products, jointly and/or severally, were reckless, outrageous, egregious and or wanton, and said actions justify an award of punitive damages against Defendant.

WHEREFORE, Plaintiff Jennifer Schulze hereby demands judgment in her favor and against Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee, individually and/or jointly and severally, in an amount in excess of \$150,000.00, plus interest, costs, punitive damages, delay damages and attorney's fees.

COUNT III- BREACH OF WARRANTY

Plaintiffs Jennifer Schulze and James Schulze v. Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee

49. The foregoing and following paragraphs of this Complaint are hereby incorporated by reference as if fully set forth herein.

50. Pursuant to 13 Pa. C.S. § 2313 et seq., Defendant Sunbeam breached its express warranties of merchantability in that they designed, assembled, advertised, promoted, sold, leased, distributed, and/or maintained or otherwise provided a defective product for the intended use and benefit of Plaintiffs which was contrary to their representations and warranties as to said product's fitness for the purposes for which the product was sold and intended to be used.

51. Pursuant to 13 Pa.C.S. § 2314 et seq., Defendant Sunbeam breached its implied warranty of merchantability that the product was fit for the ordinary purpose for which it was intended to be used when, in fact, the product was not fit for such purpose.

52. Pursuant to 13 Pa. C.S. § 2315 et seq., Defendant Sunbeam breached its implied warranty of fitness for a particular purpose by designing, assembling, advertising, promoting, selling, leasing, distributing, and/or maintaining or otherwise causing to be made or sold a product which was not in fact fit for the particular purpose for which it was knowingly sold and for which it was knowingly to be used,

53. Defendant Sunbeam further breached the product's warranties, both express and implied, by designing, assembling, advertising, promoting, selling, leasing, distributing, and/or maintaining or otherwise providing a product of a non- merchantable quality, which was not reasonably safe for its known and intended purpose and use.

54. By reason of the breach of said warranties by Defendant Sunbeam, Plaintiffs were caused to sustain the injuries, damages, losses, economic damages/losses, as more fully set forth hereinbefore.

WHEREFORE, Plaintiffs hereby demand judgment in their favor and against Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee in an amount in excess of \$150,000.00, plus interest, costs, punitive damages and delay damages.

COUNT IV - MISREPRESENTATION

Plaintiffs Jennifer Schulze and James Schuzle v. Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee

55. The foregoing paragraphs of this Complaint are hereby incorporated by reference as if fully set forth herein.

56. At all times relevant hereto Defendant Sunbeam Products represented to Plaintiffs that the Product was fit and safe for its intended use.

57. At all times relevant hereto, Plaintiffs justifiably relied upon the material representations of Defendants as to the safety and fitness of the Product for its intended use.

58. The Product was not fit and safe for its intended use, and the representations of Defendant Products to the contrary, were the direct and proximate cause of the injuries, damages, losses, economic damages of Plaintiffs as set forth more fully set forth hereinbefore.

WHEREFORE, Plaintiffs hereby demand judgment in their favor and against Defendant Sunbeam Products, Inc. a/d/b/a Sunbeam t/a Mr. Coffee in an amount in excess of \$150,000.00, plus interest, costs, punitive damages and delay damages.

COUNT V - STRICT LIABILITY - § 402 (A) RESTATEMENT (SECOND) OF TORTS
Plaintiff Jennifer Schulze v. Defendant Target Corporation a/d/b/a Target

59. The foregoing paragraphs of this Complaint are hereby incorporated by reference as if fully set forth herein.

60. At all times relevant hereto Defendant Target on its own, and/or on behalf of its authorized dealers, agents, servants and/or employees was regularly engaged in the business of selling, retailing, and/or introducing into the stream-of-commerce the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product so as to reach users such as Jennifer Schulze without substantial change from their condition at the time of manufacture.

61. The aforestated injuries, damages, losses and medical treatment, of Plaintiff Jennifer Schulze were a direct and/or proximate result of Defendant Target's defectively planning, testing, assembling, selling, promoting, sponsoring and/or distributing the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product specifically as follows:

a) planning, testing, assembling, sponsoring, and/or selling a Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product which was in a defective condition;

b) planning, testing, assembling, sponsoring, retailing, and/or selling a Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with "Optimal Brew", which brews coffee at an extreme/elevated temperature, of up to 205 degrees, which malfunctioned during normal, foreseeable use and/or foreseeable misuse;

c) planning, testing, assembling, sponsoring, retailing, and/or selling the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product which could not withstand the force of normal, foreseeable use and/or misuse;

d) failing to plan, test, assemble, sponsor, retail, and/or sell the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with sufficient redundancy and/or durability and/or homogeneous material so as to eliminate the risk and/or prevent sudden malfunction/failure due to the handle suddenly detaching/ disengaging/separating from the carafe and/or failing during normal, foreseeable use;

e) planning,, testing, assembling, sponsoring, promoting, retailing, and/or selling an unreasonably dangerous Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, with “Optimal Brew”, which brews coffee at an extreme/elevated temperature, of up to 205 degrees, compared to other coffeemaker products, where said Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product possessed a defective/unsafe handle attachment and/or lack of redundancy in the handle’s attachment mechanism to the carafe and/or proclivity of the handle to suddenly malfunction and thereby detach/disengage/separate from the carafe during normal use;

f) planning,, testing, assembling, promoting, sponsoring, retailing, and/or selling the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product which did not provide warnings to users as to the dangers and consequences of malfunction during foreseeable use or misuse;

g) planning, testing, assembling, sponsoring, promoting, retailing, and/or selling the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product without adequate instructions for use;

h) planning, testing, assembling, sponsoring, promoting, retailing, and/or selling the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with an unsafe failure point at the junction of the handle and the carafe;

i) planning, testing, assembling, sponsoring, promoting, retailing, and/or selling an unreasonably dangerous coffeemaker known as a Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product in that it had lack of redundancy in the handle attachment to the carafe and/or had a proclivity to malfunction when put to normal, foreseeable use and/or misuse;

j) failing to improve the design, retrofit the product, recall or otherwise notify users of the product including Jennifer Schulze of the proclivity of said product to malfunction during normal, foreseeable use and/or misuse, and/or remedy the defect, prior to November 15, 2022;

k) failure to follow accepted safety standards in the planning, testing, assembling, promoting, sponsoring, selling and/or distributing of said Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product;

l) failure to maintain adequate safety records and safety checks for and of known, substantially similar injuries which were alleged to have occurred in connection with the use of the Defendant's Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, including its proclivity to malfunction during normal, foreseeable use and/or misuse;

m) failure to adequately investigate, document and report known, substantially similar injuries on Defendants' Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, including its lack of redundancy and/or unsafe handle attachment design and/or proclivity to malfunction during normal, foreseeable use and/or misuse;

n) failure to determine or to attempt to determine whether hazards or injuries could be lessened or avoided by changes in design, safety devices, guards, amplified warnings and amplified instructions;

o) failure to have adequate internal practices and procedures, instructions relating to the discovery, occasion and location of malfunction, handle failure/detachment hazards, and how and when to guard, warn and instruct relating to them;

p) failing to improve the design, retrofit the product, recall or otherwise notify users of the Product's dangerous and hazardous lack of redundancy of the handle and/or proclivity of the handle to suddenly fail/detach/separate/disengage from the carafe during normal use and/or foreseeable use when combined with the Product's "Optimal Brew", which brews coffee at an extreme/elevated temperature, of up to 205 degrees;

q) failure to correct a known malfunction hazard of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product;

r) assembling, promoting, sponsoring, warranting, distributing, and/or selling the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product that was unreasonably dangerous due to lack of proper warnings and/or instructions;

s) negligently, recklessly, and/or grossly negligently, continuing to promote, sponsor, retail, misrepresent, and/or sell its Model BVMC-DT 100 coffeemakers with an "optimal brew" feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees despite a reported pattern and/or history of sudden carafe handle separation failure, in conscious disregard and/or reckless indifference to the safety, interests and right of consumers, including Plaintiffs, in conscious disregard and reckless indifference for the safety of Plaintiffs and others similarly situated; and

t) violation of the Consumer Product Safety Act, 15 U.S.C. §§ 2052 et seq.

62. The danger of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product's handle suddenly disengaging/detaching from the carafe during normal/foreseeable use is unknowable and unacceptable to the average or ordinary consumer;

63. Defendant Target failed to take proper precautions to avert the danger of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product's handle suddenly disengaging/detaching from the carafe during normal use and foreseeable use;

64. Defendant Target failed to take proper action to anticipate and reflect the type, and magnitude, of the risk posed by the sale and use of the Product without proper redundancy and/or without proper attachment mechanism and/or improper failure point in the handle's junction with the carafe.

65. Where Defendant Target knew or should have known that the Model BVMC-DT 100 coffeemakers that it sponsored, promoted, warranted, retailed and/or sold possessed a sudden handle separation failure and Defendant continued to sell, retail, distribute, promote, and/or sponsor, to unsuspecting consumers and users, its Model BVMC-DT 100 coffeemakers with the "optimal brew" feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees, without correcting, remedying or fixing the sudden handle separate failure issue; Defendant Target knew and/or had reason to know, of facts which created a high degree of risk of physical harm to others, and proceeded to act in conscious disregard and/or reckless indifference to that risk, is thereby sufficient to warrant the imposition of punitive damages.

66. The above-referenced actions by Defendant Target were reckless, outrageous, egregious and or wanton, and said actions justify an award of punitive damages against Defendant.

WHEREFORE, Plaintiff Jennifer Schulze hereby demands judgment in her favor and against Defendant Target Corporation, individually, and/or jointly and severally, in an amount in excess of \$150,000.00, plus interest, costs, punitive damages, delay damages and attorney's fees.

COUNT VI - NEGLIGENCE

Plaintiff Jennifer Schulze v. Defendant Target Corporation a/d/b/a Target

67. The foregoing paragraphs of this Complaint are hereby incorporated by reference as if set forth fully herein.

68. Defendant Target Corporation had a duty, and failed in such duty, to use ordinary care and diligence to plan, design, warrant, assemble, test, distribute, retail, and/or sell the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100 Product so as to make this product reasonably safe for its foreseeable, known and intended uses, and all reasonably foreseeable misuses, and free from all hazardous conditions and dangers to users including Plaintiff Jennifer Schulze.

69. Defendant Target Corporation had a duty, and failed in such duty, to use ordinary care and diligence to warn, and/or instruct users, including Plaintiff Jennifer Schulze, regarding the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Product so as to make this product reasonably safe for its foreseeable, known and intended uses, and all reasonably foreseeable misuses, and free from all hazardous conditions and dangers to users including Plaintiff Jennifer Schulze.

70. Specifically, the negligence of Defendant Target consisted of the following acts, commissions, and/or omissions:

a) failing to use ordinary care in planning, designing, testing, constructing, building, assembling, promoting, warranting, retailing, and/or selling the Mr. Coffee 10-cup

programmable coffeemaker with stainless steel carafe Model BVMC-DT100 Product and its component parts;

b) failing to plan, design, warrant, test, construct, build, assemble, and/or sell the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-DT100 Product so as to eliminate malfunction problems in general and failure of the handle/attachment to the carafe of said Product during normal uses;

c) failing to provide warnings as to the dangers and consequences of malfunction in general and of failure/malfunction of the handle attachment to the carafe during normal use specifically;

d) failing to plan, design, warrant, test, construct, build, assemble, sponsor, and/or sell the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model BVMC-DT100 Product to withstand the normal use of said Product as warranted by Defendants;

e) failing to plan, design, warrant, test, construct, build, assemble, retail, sponsor and/or sell the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Model BVMC-DT100 Product with sufficient redundancy and/or durability and/or homogeneous material so as to eliminate the risk and/or prevent defects and/or malfunction due to the handle suddenly detaching/disengaging/separating from the carafe and/or failing during normal, foreseeable use;

f) failing to plan, design, warrant, test, construct, build, assemble, retail, sponsor and/or sell Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Model Product so as to eliminate and/or prevent the risk or danger of injury from sudden failure/malfunction of the handle suddenly detaching/separating from the carafe during normal, foreseeable use and/or foreseeable misuses;

g) failing to assess, diagnose and remedy the malfunction problems and/or defects in light of prior failures;

h) failing to plan, design, warrant, test, construct, build, assemble, retail, sponsor and/or sell the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product with adequate instructions for use;

i) failing to plan, design, warrant, test, construct, build, assemble, retail, sponsor and/or sell the Mr. Coffee 10-cup programmable coffeemakers with stainless steel carafe Product with adequate instructions for care, maintenance and storage;

j) planning, designing, testing, constructing, building, assembling, sponsoring, promoting, retailing, advertising, and/or selling an unreasonably dangerous Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product, with “Optimal Brew”, which brews coffee at an extreme/elevated temperature, of up to 205 degrees, compared to other coffeemaker products, where said Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product possessed an unsafe handle attachment and/or lack of redundancy in the handle’s attachment mechanism to the carafe and/or proclivity of the handle to suddenly malfunction and thereby detach/disengage/separate from the carafe during normal use;

k) failing to improve the design, retrofit the product, recall or otherwise notify users of the Product including Plaintiff of the proclivity of said Product to malfunction during normal use, and/or remedy the defect, prior to November 15, 2022;

l) failing to follow accepted safety standards in the planning, designing, testing, constructing, building, assembling, sponsoring, and/or selling of said Product;

m) failing to maintain adequate safety records and safety checks for and of known, substantially similar injuries which occurred in connection with the use of its Mr. Coffee 10-cup

programmable coffeemaker with stainless steel carafe Product, including its proclivity to malfunction and/or its unsafe/unsreasonable handle attachment and/or lack of redundancy in the handle's attachment mechanism to the carafe and/or proclivity of the handle to suddenly detach/disengage/separate from the carafe during normal use and/or foreseeable use and/or foreseeable misuse.

n) failing to adequately investigate, document and report known, substantially similar injuries with the use of its Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product including its unsafe/unsreasonable handle attachment and/or lack of redundancy in the handle's attachment mechanism to the carafe and/or proclivity of the handle to suddenly detach/disengage/separate from the carafe during normal use/foreseeable use and/or its proclivity to malfunction during normal, foreseeable use and/or foreseeable misuse;

o) failing to determine or to attempt to determine whether hazards or injuries could be lessened or avoided by changes in design, safety devices, guards, amplified warnings and/or amplified instructions;

p) failing to have adequate internal practices and procedures, instructions relating to the discovery, occasion and location of malfunction, and how and when to guard, warn and instruct relating to them;

q) failing to correct a known/foreseeable malfunction and/or lack of redundancy in the handle's attachment mechanism to the carafe and/or proclivity of the handle to suddenly detach/disengage/separate from the carafe during normal use and/or foreseeable use and/or foreseeable misuse hazard of the Mr. Coffee 10-cup programmable coffeemaker with stainless steel carafe Product;

r) negligently, recklessly, and/or grossly negligently, continuing to sell, promote, misrepresent, advertise, sponsor, and retail its Model BVMC-DT 100 coffeemakers with an “optimal brew” feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees despite a reported pattern and/or history of sudden carafe handle separation failure, in conscious disregard and/or reckless indifference to the safety, interests and right of consumers, including Plaintiffs, in conscious disregard and reckless indifference for the safety of Plaintiffs and others similarly situated; and

s) violating the Consumer Product Safety Act, 15 U.S.C. §§ 2052 et seq.

71. Where Defendant Target knew or should have known that its Model BVMC-DT 100 coffeemakers possessed a sudden handle separation failure and Defendant continued to sell, retail, sponsor, advertise, distribute, and promote, to unsuspecting consumers and users, its Model BVMC-DT 100 coffeemakers with the “optimal brew” feature of brewing coffee at an elevated/extreme temperature of up to 205 degrees, without correcting, remedying or fixing the sudden handle separate failure issue; Defendant Target knew and/or had reason to know, of facts which created a high degree of risk of physical harm to others, and proceeded to act in conscious disregard and/or reckless indifference to that risk, is thereby sufficient to warrant the imposition of punitive damages.

72. The above-referenced actions by Defendant Target were reckless, outrageous, egregious and or wanton, and said actions justify an award of punitive damages against Defendant.

WHEREFORE, Plaintiff Jennifer Schulze hereby demands judgment in her favor and against Defendant Target Corporation, individually and/or jointly and severally, in an amount in excess of \$150,000.00, plus interest, costs, punitive damages, delay damages and attorney's fees.

COUNT VII- BREACH OF WARRANTY

Plaintiffs Jennifer Schulze and James Schulze v. Defendant Target Corporation a/d/b/a Target

73. The foregoing and following paragraphs of this Complaint are hereby incorporated by reference as if fully set forth herein.

74. Pursuant to 13 Pa. C.S.A. § 2313 et seq., Defendant Target breached its express warranties of merchantability in that Defendant Target assembled, advertised, warranted, sponsored, promoted, sold or otherwise provided a defective product for the intended use and benefit of Plaintiffs which was contrary to their representations and warranties as to said product's fitness for the purposes for which the product was sold and intended to be used.

75. Pursuant to 13 Pa.C.S. § 2314 et seq., Defendant Target breached its implied warranty of merchantability that the Product was fit for the ordinary purpose for which it was intended to be used when, in fact, the Product was not fit for such purpose.

76. Pursuant to 13 Pa. C.S. § 2315 et seq., Defendant Target breached its implied warranty of fitness for a particular purpose by assembling, advertising, promoting, sponsoring, retailing, selling or otherwise causing to be made or sold a product which was not in fact fit for the particular purpose for which it was knowingly sold and for which it was knowingly to be used,

77. Defendant Target further breached the Product's warranties, both express and implied, by assembling, advertising, promoting, warranting, sponsoring, retailing, and/or selling, or otherwise providing a product of a non- merchantable quality, which was not reasonably safe for its known and intended purpose and use.

78. By reason of the breach of said warranties by Defendant Target, Plaintiffs were caused to sustain the injuries, damages, losses, economic damages/losses, as more fully set forth hereinbefore.

WHEREFORE, Plaintiffs hereby demand judgment in their favor and against Defendant Target Corporation in an amount in excess of \$150,000.00, plus interest, costs, punitive damages and delay damages.

COUNT VIII - MISREPRESENTATION

Plaintiffs Jennifer Schulze and James Schulze v. Defendant Target Corporation a/d/b/a Target

79. The foregoing paragraphs of this Complaint are hereby incorporated by reference as if fully set forth herein.

80. At all times relevant hereto Defendant Target represented to Plaintiffs that the Product was fit and safe for its intended use.

81. At all times relevant hereto, Plaintiffs justifiably relied upon the material representations of Defendant Target with respect to the safety and fitness of the Product for its intended use.

82. The Product was not fit and safe for its intended use, and the representations of Defendant Target to the contrary, were the direct and proximate cause of the injuries, damages, losses, economic damages of Plaintiffs as set forth more fully set forth hereinbefore.

WHEREFORE, Plaintiffs hereby demand judgment in their favor and against Defendant Target Corporation in an amount in excess of \$150,000.00, plus interest, costs, punitive damages and delay damages.

COUNT IX – LOSS OF CONSORTIUM
Plaintiff James Schulze v. Defendants

83. The foregoing paragraphs of this Complaint are hereby incorporated by reference.

84. At all times relevant hereto, Plaintiff James Schulze was the lawful husband of Plaintiff Jennifer Schulze.

85. As a direct and proximate result of the negligence and/or carelessness of Defendants, Plaintiff James Schulze has been deprived of the society, companionship, assistance, services, support and/or consortium of his wife Plaintiff Jennifer Schulze, and will continue to be deprived of same, all to his continuing detriment and loss.

86. As a direct and proximate result of the aforesaid negligence and/or carelessness of Defendants, jointly and/or severally, Plaintiff James Schulze has and/or may in the future expend various sums of money as a result of the injuries damages and losses sustained by his wife.

WHEREFORE, Plaintiffs hereby demand judgment in his favor and against Defendants, jointly and/or severally, in an amount in excess of \$150,000.00, plus interest, costs, punitive damages and delay damages.

DATE: 9/13/2023

WOLPERT SCHREIBER MCDONNELL P.C.

BY:



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DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiffs request a trial by jury on all appropriate claims for relief as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

Dated: September 13, 2023

Wolpert Schreiber McDonnell P.C.

A handwritten signature in purple ink, appearing to read "D. Schreiber", is written over a horizontal line.

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