

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

WILLIAM AND LAUREN POWERS,

Plaintiffs,

Case No. 2:19-cv-12098

vs.

Hon.

AMERICAN CROCODILE  
INTERNATIONAL GROUP, INC.,  
individually and doing business as  
FUJIIRYOKI USA, FUJIIRYOKI  
USA / ACIGI, and/or FUJIIRYOKI  
USA / DR. FUJI,

**JURY TRIAL DEMANDED**

Defendants

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**COMPLAINT**

Plaintiffs William Powers and Lauren Powers, by and through the undersigned counsel, for their Complaint against Defendant American Crocodile International Group, Inc., individually and doing business as Fujiiryoki USA, Fujiiryoki USA / ACIGI, and/or Fujiiryoki USA / Dr. Fuji, state the following:

**Nature of the Action**

1. This is a product liability case involving a defective electric massage chair that malfunctioned and caused a massive fire to erupt in the home of Plaintiffs William and Lauren Powers. The fire completely destroyed the home and everything in it, and caused devastating losses, injury, and hardship to Plaintiffs.

2. Plaintiffs lost their home, hundreds of thousands of dollars in cryptocurrency, and two record-holding animals, among other things. Furthermore, among other injuries, Plaintiffs suffered and continue to suffer acute emotional distress, and lost nearly a year of income as they recovered from the trauma.

3. Plaintiffs seek recovery from Defendant for economic damages in an amount exceeding \$1,000,000, noneconomic damages in the maximum amount the law allows, costs, any delay damages and attorney's fees to which Plaintiffs may be entitled, and all other relief to which Plaintiffs may be justly entitled.

### **Jurisdiction and Venue**

4. This Court has subject matter jurisdiction under 28 U.S.C §1332(a)(1) because this action involves a controversy between citizens of different states and the amount in controversy exceeds \$75,000.00.

5. This Court has personal jurisdiction because Defendant has minimum contacts with the State of Michigan and this District, as set forth herein, and the causes of action asserted in this Complaint arise from those contacts.

6. Venue is proper under 28 U.S.C §1391(b) because the events giving rise to Plaintiffs' claims occurred within this District and the property that is the subject of this action was situated in this District, specifically in Farmington Hills, Oakland County, Michigan.

**Parties**

7. Plaintiff William Powers is an individual who resides, and at all relevant times resided, in Farmington Hills, Oakland County, Michigan.

8. Plaintiff Lauren Powers is an individual who resides, and at all relevant times resided, in Farmington Hills, Oakland County, Michigan.

9. Plaintiffs are, and at all relevant times were, a married couple.

10. Defendant is a business organized under the laws of the state of California, with a principal place of business at 4399 Ingot Street, Fremont, California 94538.

11. Defendant is in the business of selling, distributing, marketing, assembling, and/or servicing electric massage chairs. Furthermore, Defendant sold the electric massage chair at issue in this case.

**General Allegations**

12. On or about June 6, 2009, nonparty Paul Benson purchased a model FJ-0168 electric massage chair (hereinafter the “subject chair”) from Defendant.

13. On information and belief, Defendant shipped the subject chair to Michigan, where Benson resides.

14. The subject chair was operated without incident for eight years.

15. Benson then gave the chair to William Powers, who placed it in a living area at Plaintiffs’ residence.

16. On November 12, 2017, a fire erupted in the subject chair.
17. William Powers was at home when the fire broke out.
18. The fire consumed Plaintiffs' home. The home was a total loss.
19. The fire consumed everything in Plaintiffs' home. Virtually everything they owned was destroyed.
20. Among other things, the fire destroyed approximately \$300,000 in cryptocurrency, which cannot be recovered.
21. Even more devastating, Plaintiffs' three cats perished in the fire.
22. The cats were like children to Plaintiffs. Their loss was and is a source of immense grief to Plaintiffs.
23. One of the cats was recognized as the world's tallest domestic cat, while another was recognized as having the world's longest tail on a domestic cat.
24. Thus in addition to their cherished status, the record-holding cats were economically valuable, and their loss attracted worldwide media attention.
25. The trauma of the fire and the devastating losses resulting from the fire inflicted tremendous pain, distress, and hardship on Plaintiffs.
26. Both Plaintiffs experienced deep depression and anxiety.
27. Will Powers experienced symptoms of psychosis.
28. William Powers also received medical treatment for a facial injury sustained in the fire.

29. Plaintiffs were both unable to work for a period of months as they tried to recover from the trauma and start putting their lives back together.

30. Plaintiffs both lost substantial wages and income as a result.

31. These events also put tremendous stress on Plaintiffs' marriage.

32. For nearly a year, Plaintiffs experienced a loss of companionship, cooperation, and affection as a result of the fire.

33. The fire was directly and proximately caused by a malfunction of the subject chair.

34. More specifically, a defect in the design and/or manufacture in the internal electrical system of the subject chair rendered it unreasonably susceptible to catching fire. The chair did catch fire and caused the losses described herein.

35. Plaintiffs have suffered more than \$1,000,000 in economic damages alone, plus untold noneconomic damages for their past, present, and future pain, suffering, emotional distress, and loss of consortium.

### **Count I – Product Liability**

36. Plaintiffs incorporate all the foregoing paragraphs by reference.

37. On information and belief, Defendant designed, manufactured, imported, distributed and/or sold the subject chair.

38. The subject chair possessed a defect in its design and/or manufacture of its internal electrical system that rendered it unreasonably susceptible to catching fire.

39. On information and belief, Defendant had available feasible alternative designs and/or production methods that would have prevented the catastrophic malfunction of the subject chair.

40. The internal electrical system of the subject chair was not abused, misused or altered in any manner from the condition in which it was supplied by Defendant, and was used in a manner reasonably foreseeable by Defendant.

41. Defendant is liable, and legally responsible, to Plaintiffs for the damages caused by the fire in one or more of the following respects:

- (a) the subject chair was in a defective and unreasonably dangerous condition;
- (b) Defendant sold the subject chair in a condition that it knew, or should have known, subjected others and/or the property of others to foreseeable and unreasonable risk of harm;
- (c) Defendant sold the subject chair in a condition that was neither merchantable nor fit for the purpose for which such products are ordinarily and foreseeably used;

- (d) Defendant failed to provide proper and adequate warnings regarding the hazards associated with the foreseeable and ordinary use the subject chair; and/or
- (e) Defendant failed to properly and adequately inspect, test and/or service the subject chair prior to distributing and/or selling it.

42. The defects in Defendant's product proximately caused Plaintiffs' damages, as outlined herein.

### **Count II – Negligence**

43. Plaintiffs incorporate all the foregoing paragraphs by reference.

44. Defendant owed duties to Plaintiffs to act in a reasonable, prudent manner and exercise reasonable care and caution in the design, manufacture, import, and sale of the subject chair.

45. Defendant acted negligently and breached the aforementioned duties, as set forth herein.

46. Defendant's negligence proximately caused Plaintiffs' damages, as outlined herein.

### **Count III – Breach of Implied Warranty**

47. Plaintiffs incorporate all the foregoing paragraphs by reference.

48. Defendant implicitly warranted that the subject chair was of merchantable quality, and was fit for its general and specific purposes.

49. Based upon the above, Defendant breached these implied warranties because the product was not of merchantable quality, and/or was not fit for its general or specific purposes.

50. Plaintiffs have undertaken any and all conditions precedent to recovery for such breaches.

51. Defendant's breaches proximately caused Plaintiffs' damages, as outlined herein.

**Prayer for Relief**

WHEREFORE, Plaintiffs William and Lauren Powers respectfully request an award from Defendant American Crocodile International Group, Inc., individually and doing business as Fujiiryoki USA, Fujiiryoki USA / ACIGI, and/or Fujiiryoki USA / Dr. Fuji of economic damages in an amount exceeding \$1,000,000, noneconomic damages in the maximum amount the law allows, costs, any delay damages and attorney's fees to which Plaintiffs may be entitled, and all other relief to which Plaintiffs may be justly entitled.

**Jury Demand**

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted by:

Dated: July 15, 2019

/s/ Maxwell Goss

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