

RETURN DATE: MAY 9, 2017 : **SUPERIOR COURT**
LILLIA BURNETT : **JUDICIAL DISTRICT OF**
PAUL ANDERSON : **HARTFORD**
BRITANY ANDERSON AND
TRISTIN GADDY, THROUGH
HIS PARENT AND NEXT OF KIN
KRISTEN LINDSAY

vs. : **AT HARTFORD**

AT&T INC., PANTECH WIRELESS
INC., AND, SAMSUNG
ELECTRONICS AMERICA, INC. : **MARCH 31, 2017**

ORIGINAL COMPLAINT

COUNT ONE: (PRODUCT LIABILITY)

(1). That at all times hereinafter mentioned, the plaintiff, LILLIA BURNETT (“Plaintiff or BURNETT”) has been a resident of the state of Connecticut, and resided at 8 Rosemary Court, West Hartford, Connecticut 06110.

(2). That at all times hereinafter mentioned, the plaintiff, PAUL ANDERSON (“Plaintiff or PAUL”) has been a resident of the state of Connecticut, and resided at 8 Rosemary Court, West Hartford, Connecticut 06110.

(3). That at all times hereinafter mentioned, the plaintiff, BRITTANY ANDERSON (“Plaintiff or BRITTANY”) has been a resident of the state of Connecticut, and resided at 8 Rosemary Court, West Hartford, Connecticut 06110.

(4). That at all times hereinafter mentioned, the plaintiff, TRISTIN GADDY, a minor, through his parent and next of kin, Kristen Lindsay (“Plaintiff or TRISTIN”) has been a resident of the state of Connecticut, and resided at 8 Rosemary Court, West Hartford, Connecticut 06110.

(5). That at all times hereinafter mentioned, the defendant, AT&T Inc., (“AT&T”) provides telecommunications and digital entertainment services and through its Consumer Mobility segment, offers wireless services to consumers, and wireless wholesale and resale subscribers, such as long-distance and roaming services. This segment provides postpaid and prepaid wireless voice and data communications services; consulting, advertising, and application and co-location services; and sells a variety of handsets, wirelessly enabled computers, and personal computer wireless data cards through company-owned stores, agents, or third-party retail stores, as well as accessories, such as carrying cases, hands-free devices, and other items. AT&T, Inc., transacting business in Connecticut, is a registered corporation in the State of Texas and located at 208 South Akard Street Dallas, TX 75202.

(6). That at all times hereinafter mentioned, the defendant, Pantech Wireless, Inc., (“PANTECH”) designs and manufactures mobile phones, tablets, and USB modems. The company offers smartphones, quick messaging phones, and basic phones. It also provides support services and mobile recycling programs. Pantech Wireless, Inc.

serves wireless carrier partners including AT&T and transacting business in Connecticut, is located at 5607 Glenridge Drive, Suite 500, Atlanta, GA 30342.

(7). That at all times hereinafter mentioned, the defendant, Samsung Electronics America, Inc., (“SAMSUNG”) transacting business in Connecticut, is a registered corporation in the State of New Jersey and located at 85 Challenger Road, Ridgefield Park, New Jersey 07660.

(8). That at all times mentioned herein, this action is brought pursuant to the Connecticut Products Liability Act.

(9). That at all times mentioned herein, each defendant was a product seller and or manufacturer as defined in Connecticut General Statutes, § 52-572m.

(10). That at all times mentioned herein, the Defendants were doing business in the State of Connecticut and were engaged in the business of designing, manufacturing, assembling, merchandising, advertising, producing, and distributing mobile telephone devices including the mobile telephone device which was loaned and or distributed to Burnett, which is the subject of this lawsuit.

(11). On or about February 11, 2017, JOEL, store manager and an employee of AT&T store located at 475 Flatbush Avenue, Hartford, Connecticut 06106, loaned or distributed to Burnett a PANTECH flip mobile telephone, BREEZE IV, P2030 as a loaner pending the replacement of Burnett’s Samsung Galaxy S6 which was lost or stolen on February 6, 2017.

(12). The PANTECH flip mobile telephone, BREEZE IV, P2030 was under a warranty by PANTECH from February 11, 2017 until the replacement for the Samsung Galaxy S6 was received.

(13). JOEL, the AT&T store manager and employee who loaned and or distributed the PANTECH flip mobile telephone, BREEZE IV, P2030 to Burnett advised her to use the Samsung charger she had been using for her lost Samsung Galaxy S6 to charge the PANTECH flip mobile telephone, BREEZE IV, P2030.

(14). On February 14, 2017, at about 11:45 A.M., as advised by AT&T's employee, Burnett used the Samsung Galaxy S6 charger to charge the PANTECH flip mobile telephone, BREEZE IV, P2030 at her home at 8 Rosemary Court, West Harford, Connecticut.

(15). On said day and at said place, while charging the subject PANTECH flip mobile telephone, BREEZE IV, P2030, the subject PANTECH flip mobile telephone, BREEZE IV, P2030 exploded burning down Plaintiff's home, 8 Rosemary Court, West Harford, Connecticut and all the contents, valuables and memorabilia in the said home.

(16). The West Hartford police incident report, No.1700004962 for the fire and the destruction of the real and personal property at 8 Rosemary Court, West Harford, Connecticut, states that the subject PANTECH flip mobile telephone, BREEZE IV, P2030 was on fire which spread to the bed and that the circumstances surrounding the fire was not suspicious in nature.

(17). As a result of the malfunctioning and defect of the subject PANTECH flip mobile telephone, BREEZE IV, P2030, the Plaintiffs sustained damages to their real and personal property.

(18). That defendants are liable and legally responsible for the damages caused by said incident by virtue of the Connecticut Product Liability Act in one or more of the following ways:

- a. IN THAT inadequate warning accompanied said product;
- b. IN THAT inadequate warning were contained on said product;
- c. IN THAT said product was defectively designed.
- d. IN THAT the Defendants failed to inspect, or failed to adequately inspect said product;
- e. IN THAT the Defendants failed to remedy, or failed to adequately remedy said defective conditions;
- f. IN THAT the Defendants sold said product in the aforesaid defective, unsafe, and dangerous conditions.

(19). As a result of the foregoing product defect, Plaintiffs sustained and suffered personal injuries, including smoke inhalation, anxiety, stress, anger, isolation; permanent emotional and psychological scarring; injuries to the nerves, the full extent and nature of which are presently unknown; great pain and anguish; and a shock to their

entire nervous system, some or all of which injuries are, or are likely to be, of a permanent nature.

(20). As a further result of the foregoing product defect, the plaintiffs became homeless having lost their home including real and personal property at 8 Rosemary Court, West Harford, Connecticut, memorabilia, trophies, jewelry, clothing, family photographs, family heirlooms, family historic documents, letters, antiques, certificates, to name a few items of personal property.

(21). As a further result of the foregoing product defect, the plaintiffs have been forced to incur expenses for medical care and attention, housing accommodation and food from third-parties and it is reasonably probable that the plaintiff will in the future have to incur further expenses for medical treatment and expenditures and housing accommodation and food from third-parties.

(22). As a further result of the foregoing product defect, the plaintiffs' ability to pursue and enjoy life's activities has been reduced.

(23). As a further result of the foregoing product defect, the plaintiff, Burnett lost time from her employment all to her loss and detriment.

(24). As a further result thereof of the foregoing product defect, the plaintiffs have been, and in the future, will likely continue to be unable to pursue their usual activities to the same extent as prior to the destruction of their home, including real and

personal property 8 Rosemary Court, West Harford, Connecticut, all to their loss and detriment.

COUNT TWO: (BREACH OF WARRANTY)

(1-18). Paragraphs one through eighteen of Count One are hereby incorporated herein as if fully set forth in this Count Two.

(19). The Defendants failed to comply with terms of their warranty.

(20). By violating the warranty, Defendants breached its real and implied contract with Plaintiff, Burnett.

(21). As a result of Defendants' failure to comply with the terms of their warranty and or the breach of the real or implied contract of the said warranty, Plaintiffs sustained and suffered personal injuries, including smoke inhalation, anxiety, stress, anger, isolation; permanent emotional and psychological scarring; injuries to the nerves, the full extent and nature of which are presently unknown; great pain and anguish; and a shock to their entire nervous system, some or all of which injuries are, or are likely to be, of a permanent nature.

(22). As a further result of the Defendants' failure to comply with the terms of their warranty and or the breach of the real or implied contract of the said warranty, the plaintiffs became homeless having lost their home including real and personal property at 8 Rosemary Court, West Harford, Connecticut memorabilia, trophies, jewelry, clothing,

family photographs, family heirlooms, family historic documents, letters, antiques, certificates, to name a few items of personal property.

(23). As a further result of the Defendants' failure to comply with the terms of their warranty and or the breach of the real or implied contract of the said warranty, the plaintiffs have been forced to incur expenses for medical care and attention, housing accommodation and food from third-parties and it is reasonably probable that the plaintiff will in the future have to incur further expenses for medical treatment and expenditures and housing accommodation and food from third-parties.

(24). As a further result of the Defendants' failure to comply with the terms of their warranty and or the breach of the real or implied contract of the said warranty, the plaintiffs' ability to pursue and enjoy life's activities has been reduced.

(25). As a further result of the Defendants' failure to comply with the terms of their warranty and or the breach of the real or implied contract of the said warranty, the plaintiff, Burnett lost time from her employment all to her loss and detriment.

(26). As a further result thereof of the Defendants' failure to comply with the terms of their warranty and or the breach of the real or implied contract of the said warranty, the plaintiffs have been, and in the future, will likely continue to be unable to pursue their usual activities to the same extent as prior to the destruction of their home, including real and personal property 8 Rosemary Court, West Harford, Connecticut, all to their loss and detriment.

COUNT THREE: (NEGLIGENCE)

(1-17). Paragraphs one through seventeen of Count One are hereby incorporated herein as if fully set forth in this Count Three.

(18). That Defendants' are liable and legally responsible for the damages caused by said incident by virtue of the negligence and carelessness of the Defendants in one or more of the following ways:

- a. IN THAT inadequate warning accompanied said product;
- b. IN THAT inadequate warning were contained on said product;
- c. IN THAT said product was defectively designed.
- d. IN THAT the Defendants failed to inspect, or failed to adequately inspect said product;
- e. IN THAT the Defendants failed to remedy, or failed to adequately remedy said defective conditions;
- f. IN THAT the Defendants sold said product in the aforesaid defective, unsafe, and dangerous conditions.

(19). As a result of the foregoing negligence and carelessness of the Defendants, Plaintiffs sustained and suffered personal injuries, including smoke inhalation, anxiety, stress, anger, isolation; permanent emotional and psychological scarring; injuries to the nerves, the full extent and nature of which are presently unknown; great pain and

anguish; and a shock to their entire nervous system, some or all of which injuries are, or are likely to be, of a permanent nature.

(20). As a further result of the foregoing negligence and carelessness of the Defendants, the plaintiffs became homeless having lost their home including real and personal property at 8 Rosemary Court, West Harford, Connecticut memorabilia, trophies, jewelry, clothing, family photographs, family heirlooms, family historic documents, letters, antiques, certificates, to name a few items of personal property.

(21). As a further result of the foregoing negligence and carelessness of the Defendants, the plaintiffs have been forced to incur expenses for medical care and attention, housing accommodation and food from third-parties and it is reasonably probable that the plaintiff will in the future have to incur further expenses for medical treatment and expenditures and housing accommodation and food from third-parties.

(22). As a further result of the foregoing negligence and carelessness of the Defendants, Samsung, the plaintiffs' ability to pursue and enjoy life's activities has been reduced.

(23). As a further result of the foregoing negligence and carelessness of Defendants, the plaintiff, Burnett lost time from her employment all to her loss and detriment.

(24). As a further result thereof of the foregoing negligence and carelessness of the Defendants, the plaintiffs have been, and in the future, will likely continue to be

unable to pursue their usual activities to the same extent as prior to the destruction of their home, including real and personal property 8 Rosemary Court, West Harford, Connecticut, all to their loss and detriment.

WHEREFORE, the plaintiffs claim as to each defendant, jointly and severally:

1. Judgment;
2. Economic damages;
3. Noneconomic damages;
4. Costs of the claim, interest and attorney's fee and, any other relief to which the plaintiffs are entitled
5. Such other, further and additional relief as the court may seem just and equitable

Dated in Hartford, Connecticut, this 31ST day of March 2017.

THE PLAINTIFFS
LILLIA BURNETT, PAUL ANDERSON
BRITTANY ANDERSON AND TRISTIN GADDY,
THROUGH HIS PARENT AND NEXT OF KIN
KRISTEN LINDSAY

BY



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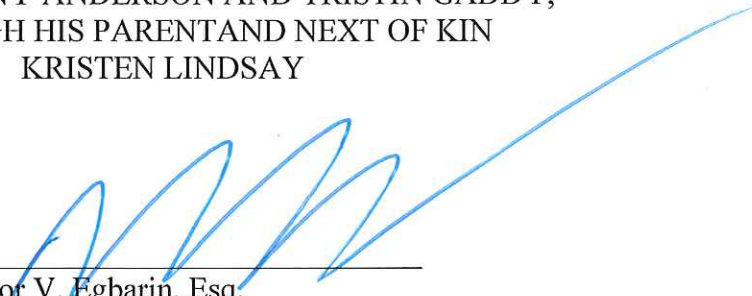
vs. : **AT HARTFORD**

AT&T INC., PANTECH WIRELESS
INC., AND SAMSUNG
ELECTRONICS AMERICA, INC. : **MARCH 30, 2017**

STATEMENT OF AMOUNT IN DEMAND

The amount in demand is not less than fifteen thousand dollars (\$15,000.00), exclusive of interests and costs.

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LILLIA BURNETT, PAUL ANDERSON
BRITTANY ANDERSON AND TRISTIN GADDY,
THROUGH HIS PARENT AND NEXT OF KIN
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