

**RECEIVED and FILED**  
SUPERIOR COURT OF NEW JERSEY  
**SEP 27 2017**  
PASSAIC COUNTY

**RICCI & FAVA, LLC**  
16 Furler St., 2<sup>nd</sup> Fl.  
Totowa, New Jersey 07512  
Telephone (973) 837-1900  
Marisa Dominguez, Esq. ID #042792011

DANA AREVALO,	:	SUPERIOR COURT OF NEW JERSEY
	:	PASSAIC COUNTY: LAW DIVISION
Plaintiff,	:	
v.	:	DOCKET NO.: PAS-L-
	:	
THE PROCTER & GAMBLE	:	COMPLAINT AND DEMAND
COMPANY, JOHN DOE (1-10), ABC	:	FOR JURY TRIAL
CORP. (1-10), and DEF. CORP. (1-10)	:	
(names being fictitious),	:	
	:	
Defendants.	:	

Dana Arevalo, residing at 6 Katz Avenue, Paterson, NJ, complains of the Defendants as follows:

**STATEMENT OF PRELIMINARY FACTS**

1. At all times hereinafter mentioned Defendant The Procter & Gamble Company, "Procter & Gamble," was and still is a corporate entity with offices located at One Procter & Gamble Plaza, Cincinnati, OH 45202.
2. At all times hereinafter mentioned, Defendant Procter & Gamble manufactured Tide Pods Laundry Detergent, "Tide Pods."
3. On or about October 4, 2015, Plaintiff heard her children playing in the guest room of her mother's house and when she entered she discovered her children playing with a Tide Pod.

4. Plaintiff immediately took possession of the Tide Pod and, without a place to put it at the time out of reach of the children, put it in her bra and made her way to the laundry room to put the Tide Pod away.
5. Before making it to the laundry room, the Tide Pod exploded onto Plaintiff's skin causing a chemical burn.

**FIRST COUNT**  
**("Product Liability – Strict Liability")**

6. Plaintiff repeats and realleges all allegations contained in paragraphs 1-5 (Statement of Preliminary Facts) as if same were set forth verbatim herein.
7. The Defendants, Procter & Gamble, are manufacturers and suppliers of Tide Pods engaged in the business of selling Tide Pods
8. The product sold by Defendants, Procter & Gamble, is expected to reach and does reach the user or consumer without substantial change in the condition in which it is sold.
9. Defendants, Procter & Gamble, did design, manufacture, distribute, and sell the product, Tide Pods used by the Plaintiff.
10. Defendants, Procter & Gamble, were under a duty to design, manufacture, and produce the aforementioned Tide Pods in a reasonable safe and suitable manner.
11. The aforementioned Tide Pods were defective, unreasonably dangerous to the user/consumer, and were improperly designed and manufactured by Defendants.
12. By reason of the foregoing, Plaintiff was severely and permanently injured, endured and will in the future endure pain and suffering and loss of enjoyment of life, Plaintiff

was forced and will in the future be forced to expend sums of money for medical and hospital treatment.

13. Defendants, Procter & Gamble, are strictly liable in tort to Plaintiff.

**WHEREFORE**, the Plaintiff demands judgment against Defendants, Procter & Gamble, for damages, together with attorney's fees, interest, and costs of suit.

**SECOND COUNT**  
**("New Jersey Product Liability Act")**

14. The Plaintiffs repeat and realleges each and every allegation set forth in paragraphs one through thirteen if fully set forth herein at length.

15. At all times relevant, the New Jersey Product Liability Act was in full force and effect

16. The actions of Defendants, Procter & Gamble, in the designing, manufacturing, distributing, rebuilding, installing, leasing, maintaining, producing, selling, assembling, and supplying a dangerous and defective product render Defendants, Procter & Gamble, liable to Plaintiff for violations of the New Jersey Product Liability Act, *N.J.S.A., sA:58C-1, et seq.*, said actions proximately causing serious injuries to Plaintiff.

17. By reason of the foregoing Plaintiff was severely and permanently injured, endured and will in the future endure pain and suffering and loss of enjoyment of life, Plaintiff was forced and will in the future be forced to expend sums of money for medical and hospital treatment.

**WHEREFORE**, the Plaintiff demands judgment against Defendants, Procter & Gamble, for damages, together with attorney's fees, interest, and costs of suit.

**THIRD COUNT**  
**(“Latent Defects”)**

18. Plaintiff repeats each and every allegation of the First and Second Counts and the Statement of Preliminary Facts as if set forth at length herein.
19. At all times mentioned, Defendants Procter & Gamble were engaged in the business of selling and distributing Tide Pods to the general public, directly or indirectly.
20. That at all times mentioned, the subject Tide Pods were sold within the State of New Jersey by various stores.
21. That at all times mentioned, the aforesaid Tide Pods were distributed by Defendant Procter & Gamble.
22. That at all times mentioned, Defendants Procter & Gamble were under a duty to sell products that are reasonably safe and suitable.
23. That at all times mentioned, Defendants Procter & Gamble were under a duty to distribute products that are reasonably safe and suitable.
24. The subject, Tide Pods, were dangerous and possessed patent and latent dangers that Procter & Gamble should have known of.
25. Defendants Procter & Gamble are strictly liable in tort to Plaintiff.
26. By reason of the foregoing, the Plaintiff was severely and permanently injured, endured and will in the future endure pain and suffering and loss of enjoyment of life, and Plaintiff was forced and will in the future be forced to expend sums of money for medical and hospital treatment.

**WHEREFORE**, Plaintiff, Dana Arevalo demands judgment against the defendants, Procter & Gamble, for damages, together with attorney’s fees, interest, and costs of suit.

**FOURTH COUNT**  
**(“Breach of Warranty”)**

27. Plaintiff repeats and re-alleges each of the allegations contained in the First, Second, and Third Counts, and the Statement of Preliminary Facts as if set forth at length herein.

28. That prior to the date of Plaintiff’s accident, October 4, 2015, each and every one of the Defendants knew the purposes for which said Tide Pods were to be used and the Plaintiff was a foreseeable user of this product who relied upon the skill and judgment of the Defendants.

29. That when the Defendants put the Tide Pods into the stream of commerce, it was expressly and/or impliedly warranted that the Tide Pods were reasonably fit, suitable, and safe for the ordinary purposes for which it was to be used, and the said product was of good and merchantable quality.

30. The Defendants, Procter & Gamble, breached the aforesaid warranties.

31. As a result of the breach of warranty by Defendants Procter & Gamble, Plaintiff was seriously and permanently injured, and Plaintiff endured and will in the future endure pain and suffering and loss of enjoyment of life, was forced and will in the future, Plaintiff will be forced to expend sums of money for medical and hospital treatment.

**WHEREFORE**, Plaintiff, Dana Arevalo demands judgment against Defendants Procter & Gamble for damages, together with attorney’s fees, interest, and costs of suit.

**FIFTH COUNT**  
**(“Failure to Warn/Inadequate Warnings”)**

32. Plaintiff repeats each and every allegation for the First, Second, Third, and Fourth Counts and the Statement of Preliminary Facts as if set forth at length herein.

33. The Defendants Procter & Gamble failed to give proper notice, direction, and warning to the anticipated and/or foreseeable users of the Tide Pods in order to avoid the consequences suffered by the plaintiff.

34. By reason of the foregoing, failure to warn and/or failure to give proper warnings, Plaintiff was severely and permanently injured, and Plaintiff endured and will in the future endure pain and suffering and loss of enjoyment of life, was forced and will in the future, Plaintiff will be forced to expend sums of money for medical and hospital treatment.

**WHEREFORE**, Plaintiff, Dana Arevalo demands judgment against Defendants Procter & Gamble for damages, together with attorney's fees, interest, and costs of suit.

**SIXTH COUNT**

**("Fictitious Parties: Strict Product Liability")**

35. Plaintiff repeats each and every allegation of the First, Second, Third, Fourth, and Fifth Counts and the Statement of Preliminary Facts as if set forth at length herein.

36. Prior to the aforementioned date, the Defendants Procter & Gamble placed the Tide Pods into the stream of commerce knowing it would be dangerous and hazardous if defective.

37. The product was defective and not reasonably fit, suitable, or safe for the ordinary purposes for which it was intended.

38. Said defects arose because of the action and/or inactions of the Defendants while the product was in their care, custody, and control; and the defects proximately caused the injuries sustained by the Plaintiff.

39. By reason of the aforesaid, the defendants are strictly liable in tort for the injuries sustained by the plaintiff.

40. By reason of the foregoing, Plaintiff was severely and permanently injured, and Plaintiff endured and will in the future endure pain and suffering and loss of enjoyment of life, was forced and will in the future, the Plaintiff will be forced to expend sums of money for medical and hospital treatment.

**WHEREFORE**, Plaintiff, Dana Arevalo demands judgment against Defendants Procter & Gamble for damages, together with attorney's fees, interest, and costs of suit.

**SEVENTH COUNT**  
**("Punitive Damages")**

41. Plaintiff repeats each and every allegation of the First, Second, Third, Fourth, Fifth, and Sixth Counts and Statement of Preliminary Facts as if set forth more fully herein.

42. Defendants Procter & Gamble acted with willful, wanton, and reckless disregard for the Plaintiff's safety.

**WHEREFORE**, Plaintiff, Dana Arevalo, demands judgment against the Defendants, Procter & Gamble, for punitive damages, together with attorney's fees, interest, and costs of suit.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury as on all issues herein presented.

DATED: 9/25/17

By: 

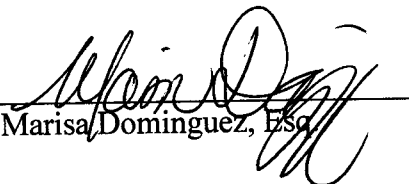
Marisa Dominguez, Esq.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, attorney Ronald J. Ricci, Esquire is hereby designated as

trial counsel.

DATED: 9/25/17

By:   
Marisa Dominguez, Esq.

**CERTIFICATION**

Pursuant to R.4:25-4, I certify to the best of my knowledge the matter in controversy is not the subject of any other action pending in any other court or pending arbitration proceeding, nor in any other action or arbitration proceeding contemplated.

DATED: 9/25/17

By:   
Marisa Dominguez, Esq.