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INITIAL CASE MANAGEMENT REVIEW  
AND CONFERENCE

@ 8:45 am

OCT 23 2006  
23

Attorneys for Plaintiffs, Ramon Sandoval, Maritza De La Cruz

TERRY B. FRIEDMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

Dept J

FOR THE COUNTY OF LOS ANGELES - WEST DISTRICT

SC090023

RAMON SANDOVAL, MARITZA DE LA CRUZ,

Plaintiffs,

v.

BERNZOMATIC a division of Newell  
Rubbermaid, Inc., a corporation; THE HOME  
DEPOT, Inc., a corporation, DOES 1-100,  
Inclusive

Defendants.

CASE NO. \_\_\_\_\_

COMPLAINT FOR DAMAGES  
PERSONAL INJURY

1. Products Liability based on Negligence
2. Product Liability based on Warranty
3. Product Liability based on Strict Liability
4. Loss of Consortium

Plaintiffs complains of defendants and each of them as follows:

**GENERAL ALLEGATIONS**

1. At all times mentioned herein, Plaintiffs were residents of the City and County of Los Angeles, State of California. Plaintiffs Ramon Sandoval and Maritza De La Cruz are husband and wife.
2. At all times mentioned herein, Defendant BERNZOMATIC, a division of Newell

1 Rubbermaid, Inc. a corporation (hereinafter 'Bernzomatic'), was duly authorized to undertake  
2 and undertaking business within the County of Los Angeles and engaging in the design,  
3 manufacturing, distribution and sale of products including a Bernzomatic Mapp Gas  
4 dispenser/torch.  
5

6 3. At all times herein, Defendant THE HOME DEPOT, Inc., a corporation (hereinafter  
7 'Home Depot') was duly authorized to undertake and undertaking business in the County of Los  
8 Angeles and engaging in the sale and distribution of products, including but not limited the  
9 Bernzomatic Mapp Gas Dispenser/torch.  
10

11 4. Defendants Does 1-100, are sued herein by such fictitious names for the reason that  
12 their true names and capacities are presently unknown to Plaintiffs, but who Plaintiffs allege  
13 were the agents, servants, and employees of their respective Co-Defendants, and in doing the  
14 things herein complained of were acting in the course and scope of such agency and  
15 employment, and were in some manner liable for the damages and injuries for which  
16 compensation is sought herein by Plaintiffs. At such time as their true names and capacities are  
17 ascertained, Plaintiffs will amend this Complaint to set forth the same.  
18

19 5. At all times herein mentioned, Defendants and each of them, were the agents, servants  
20 and employees of their respective Co-Defendants, and in doing the things herein complained of  
21 were acting within the course and scope of such agency and employment.  
22

23 6. On April 13, 2005, Plaintiff Ramon Sandoval was an employee of Jana Holding LP  
24 and Jack Stern.

25 7. On the date in question, the Plaintiff Ramon Sandoval was engaged in the placement  
26 of piping which comprised a plumbing system at property located at 16160 Sunset Blvd., Pacific  
27 Palisades, CA 90272. As a part of this task, the Plaintiff Ramon Sandoval was using a product  
28

1 known as a Bernzomatic Mapp Gas Dispenser Torch which was manufactured by Defendant  
2 Bernzomatic, and Does 1-50 and which had been distributed and sold by Defendant Home  
3 Depot, and Does 51-100.  
4

5 8. As a direct and proximate result of the negligent, careless, wrongful and/or reckless  
6 conduct of the defendants and each of them in the design, manufacture, distribution and sale of  
7 said product, specifically a Bernzomatic Mapp Gas Dispenser Torch, the plaintiff Ramon  
8 Sandoval sustained personal injuries consisting of including but not limited to severe burns  
9 when the Bernzomatic Mapp Gas Dispenser Torch leaked and or otherwise emitted highly  
10 flammable gas which exploded. The Plaintiff has had and will undergo medical treatment for  
11 which he has and will incur medical expenses. The Plaintiff also has and will sustained a loss of  
12 earnings and loss of earning capacity associated with his inability to be engaged in his usual  
13 employment. The Plaintiff has also sustained and will great mental and emotional distress on  
14 account of his injuries which are characterized as general damages.  
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17 9. Plaintiff Maritza De La Cruz, the lawful wife of Plaintiff Ramon Sandoval sustained  
18 injuries that are categorized as loss of consortium damages.

19 10. All amounts being claimed are in excess of the jurisdictional limits of this court,  
20 which will be stated according to proof in accordance with Section 425.10 of the California Code  
21 of Civil Procedure.  
22  
23

24 **FIRST CAUSE OF ACTION FOR PRODUCTS LIABILITY BASED ON**

25 **NEGLIGENCE AS TO ALL DEFENDANTS**

26 11. Plaintiffs incorporate by reference all allegations of Paragraphs 1-10 as though set  
27 forth in full herein.  
28

1           12. At all times mentioned herein, Defendants Bernzomatic, Home Depot and Does 1-  
2 100 were engaged in the business of designing, manufacturing, labeling, packaging, distributing,  
3 testing, constructing, fabricating, modifying, analyzing, recommending, merchandising,  
4 advertising, servicing, maintaining, repairing, promoting and selling torches for industrial and  
5 other usages including but not limited to the Bernzomatic Mapp Gas Dispenser Torch and like  
6 devices to members of the general public for the purpose of use in various applications including  
7 the construction, repair and maintenance of plumbing systems.  
8

9  
10           13. At all times mentioned herein, Defendants, and each of them, had a duty to properly  
11 design, manufacture, label, package, distribute, test, construct, fabricate, modify, analyze,  
12 recommend, merchandise, advertise, service, maintain, repair, promote and sell said Bernzomatic  
13 Mapp Gas Dispenser Torch and their component parts.  
14

15           14. At all times mentioned herein, Defendants, and each of them, knew, or in the  
16 exercise of reasonable care, should have known, that said Bernzomatic Mapp Gas Dispenser  
17 Torches are products of such a nature that if not properly designed, manufactured, labeled,  
18 packaged, distributed, tested, constructed, fabricated, modified, analyzed, recommended,  
19 merchandised, advertised, serviced, maintained, repaired, promoted, and sold, could and would  
20 cause serious injury and damage.  
21

22           15. Prior to designing, manufacturing, labeling, packaging, distributing, testing,  
23 constructing, fabricating, modifying, analyzing, recommending, merchandising, advertising,  
24 servicing, maintaining, repairing, promoting, and selling said devices and machines which  
25 caused said Plaintiffs' injuries and damages, Defendants, and each of them, knew that the design,  
26 manufacture, labeling, packaging, distributing, testing, constructing, fabricating, modification,  
27 analysis, recommendation, merchandising, advertisement, servicing, maintenance, repairing,  
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1 and devices had, and would continue to, cause injuries when used in a reasonably foreseeable  
2 manner.

3  
4 21. At the time of the accident in question, the Defendants and each of them breached the  
5 implied warranties set forth above. The breach of implied warranties was a legal cause and a  
6 substantial factor in causing the injuries and damages sustained by Plaintiffs which are set forth  
7 above in Paragraphs 8-10.

8 **THIRD CAUSE OF ACTION BASED ON STRICT LIABILITY**

9 **AS TO ALL DEFENDANTS**

10  
11 22. Plaintiffs incorporate by reference all allegations of Paragraphs 1-21 as though set  
12 forth in full herein.

13 23. Defendants, and each of them, designed, manufactured, compounded, labeled,  
14 packaged, distributed, tested, constructed, fabricated, modified, analyzed, merchandised,  
15 advertised, promoted, and sold devices and machines in question including the Bernzomatic  
16 Mapp Gas Torch Dispenser which were intended by Defendants, and each of them, to be used for  
17 the purpose of welding and fabricating component parts of goods and other uses to be sold to the  
18 public.  
19

20 24. At all times mentioned herein, Defendants, and each of them, knew that said  
21 products; to wit, the Bernzomatic Mapp Gas Torch Dispenser were to be purchased and used  
22 without inspection for defects.  
23

24 25. At all times mentioned herein, said devices and machines were unsafe for their  
25 intended use by reason of defects in design and manufacture since they would fail to operate  
26 properly while in use, thus causing damages and injuries.  
27

28 26. At all times mentioned herein, the risk of danger inherent in the design of the subject

1 devices and machines outweighed the benefits of that design.

2 27. At all times mentioned herein, the subject devices and machines failed to perform as  
3 safely as an ordinary consumer would expect when used in an intended or reasonably foreseeable  
4 manner.  
5

6 28. On or about April 13, 2005, the subject device, failed and caused Plaintiffs to sustain  
7 grievous personal injuries and other damages. The Defendants and each of them manufactured  
8 distributed and sold the subject device with a manufacturing and or design defect which was a  
9 legal cause and a substantial factor in causing the injuries and damages sustained by Plaintiffs  
10 which are set forth above in Paragraphs 8-10.  
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12  
13 **FOURTH CAUSE OF ACTION BASED ON LOSS OF CONSORTIUM**

14 **AS TO ALL DEFENDANTS**

15 29. Plaintiffs incorporate by reference all allegations of Paragraphs 1-28 as though set  
16 forth in full herein.  
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18 30. Plaintiff Maritza De La Cruz, as lawful wife of Plaintiff Ramon Sandoval has  
19 suffered a loss of consortium as a result of the wrongful acts of the defendants noted above. Said  
20 loss of consortium includes but is not limited to the loss of love, companionship, comfort care,  
21 assistance, protection, affection, society, and moral support of her husband and Plaintiff Ramon  
22 Sandoval.  
23

24 WHEREFORE , Plaintiffs pray for judgment against Defendants, and each of them, as  
25 follows:

- 26 1. General and special damages according to proof.  
27 2. Cost of suit incurred herein.  
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3. Such other and further relief as the court deems just and proper.

Dated: 6-9-06

GARROTTO & GARROTTO

GREG W. GARROTTO