

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL

HUNTER NOSEWORTHY f/k/a HUNTER
GARCIA and KAYLA NOSEWORTHY f/k/a
KAYLA GARCIA, Personally, and as
Co-Personal Representatives of the ESTATE
OF CLARA J. GARCIA,

CASE NO.: 20-CA-008932
DIVISION: G

Plaintiffs,

v.

HEIDI BELMONT, as Personal
Representative of the ESTATE OF
LAWRENCE E. SINGLETON a/k/a
LAURENCE E. SINGLETON a/k/a
L.E. SINGLETON; EVENFLO COMPANY,
INC., a Foreign Profit Corporation; and
SAM'S EAST, INC., d/b/a SAM'S CLUB,
a Foreign Profit Corporation,

Defendants.

AMENDED COMPLAINT

Plaintiffs, HUNTER NOSWEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSWEWORTHY f/k/a KAYLA GARCIA, Personally, and as Co-Personal Representatives of the ESTATE OF CLARA J. GARCIA, by and through the undersigned counsel, hereby file this Amended Complaint against Defendants, HEIDI BELMONT, as Personal Representative of the ESTATE OF LAWRENCE E. SINGLETON a/k/a LAURENCE E. SINGLETON a/k/a L.E. SINGLETON; EVENFLO COMPANY, INC., a Foreign Profit Corporation; and SAM'S EAST, INC., d/b/a SAM'S CLUB, a Foreign Profit Corporation, and state as follows:

Jurisdiction, Venue, and Parties

1. This is an action for damages in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of interest, costs, and attorneys' fees.¹

2. This is a wrongful death action filed pursuant to the Florida Wrongful Death Act.

3. At all times material hereto, HUNTER NOSWEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSWEWORTHY f/k/a KAYLA GARCIA were the surviving parents of CLARA J. GARCIA.

4. CLARA J. GARCIA, a minor child, died on September 15, 2019, from injuries she sustained during a motor vehicle collision that occurred on September 13, 2019.

5. Plaintiffs, HUNTER NOSWEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSWEWORTHY f/k/a KAYLA GARCIA, personally, and as Co- Personal Representatives of the ESTATE OF CLARA J. GARCIA, bring this cause of action on behalf of the ESTATE OF CLARA J. GARCIA. Letters of Administration identifying HUNTER GARCIA and KAYLA GARCIA as Co-Personal Representatives of their daughter's estate are attached hereto as **Exhibit "A"**.

6. The potential beneficiaries of the recovery in this action, and the relation of each to the decedent, are as follows:

- a) The Estate of Clara J. Garcia – Decedent's Estate
- b) Hunter Noseworthy – Decedent's Father and Surviving Parent; and
- c) Kayla Noseworthy – Decedent's Mother and Surviving Parent.

¹ This is an action for damages that exceed \$30,000, exclusive of interests and costs, and Plaintiffs demand a trial by jury; accordingly, although in filing this complaint Plaintiffs' counsel was required to and did file a Civil Cover Sheet stating an "Amount of Claim" figure, that figure is for data collection and clerical processing purposes only, and the amount of damages in this action will be decided by the jury in compliance with Article I, Section 21, Florida Constitution.

7. At all times material hereto, Plaintiffs, HUNTER NOSWEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSWEWORTHY f/k/a KAYLA GARCIA, were and are residents of Hillsborough County, Florida.

8. At all times material hereto, Decedent, CLARA J. GARCIA, was a resident of Hillsborough County, Florida.

9. At all times material hereto, LAWRENCE E. SINGLETON a/k/a LAURENCE E. SINGLETON a/k/a L.E. SINGLETON (“SINGLETON”), was a resident of Hillsborough County, Florida. SINGLETON has passed away and Defendant, HEIDI BELMONT, has been appointed as the Personal Representative of SINGLETON’s Estate.

10. At all times material hereto, Defendant, EVENFLO COMPANY, INC. (“EVENFLO”), was and is a foreign corporation with its principal place of business located at 225 Byers Rd., Miamisburg, OH, 45342 whose registered agent for service of process is CT Corporation System, located at 1200 South Pine Island Rd., Plantation, FL 33324.

11. Defendant, EVENFLO, submitted itself to the jurisdiction of this Honorable Court by doing personally, or through its agents, all times material to this action, the following acts:

- a) Committing tortious acts within this state by selling and delivering defective car seats, which are the subject of this Amended Complaint, to persons, firms, or corporations in this state via its distributors, dealers, wholesalers, and brokers. Such car seats were used by consumers in Florida in the ordinary course of commerce and trade. Such tortious acts resulted in substantial injuries and death to persons, including CLARA J. GARCIA, in Florida;
- b) Conducting and engaging in substantial business and other activities in Florida by selling car seats to persons, firms, or corporations in this state via its distributors, wholesalers, dealers and brokers. Such car seats were used by consumers in Florida in the ordinary course of commerce and trade;
- c) The acts or omissions of Defendant, EVENFLO, caused injuries and death to persons in Florida, including CLARA J. GARCIA; and

- d) Selling defective car seats to persons, firms, or corporations via its distributors, dealers, wholesalers, and brokers, with knowledge or reason to foresee that its car seats would be shipped in interstate commerce and would reach the market of Florida users or consumers.

12. At all times material hereto, Defendant, SAM'S EAST, INC., d/b/a SAM'S CLUB ("SAM'S CLUB"), was and is a foreign corporation with its principle place of business located at 708 SW 8th Street, Betonville, Benton County, AR 72716 whose registered agent for service of process is CT Corporation System, located at 1200 Pine Island Road, Plantation, FL 33324.

13. Defendant, SAM'S CLUB, submitted itself to the jurisdiction of this Honorable Court by doing personally, or through its agents, at all times material to this action, the following acts:

- a) Committing tortious acts within this state by selling and delivering defective car seats, which are the subject of this Complaint, to persons, firms, or corporations in this state via its distributors, dealers, wholesalers, and brokers. Such car seats were used by consumers in Florida in the ordinary course of commerce and trade. Such tortious acts resulted in substantial injuries to persons, including CLARA J. GARCIA, in Florida;
- b) Conducting and engaging in substantial business and other activities in Florida by selling car seats to persons, firms, or corporations in this state via its distributors, wholesalers, dealers and brokers. Such car seats were used by consumers in Florida in the ordinary course of commerce and trade;
- c) Committing tortious acts or omissions in this state that resulted in the injury and death of Florida residents, including CLARA J. GARCIA; and
- d) Selling and delivering defective car seats to persons, firms, or corporations via its distributors, dealers, wholesalers, and brokers, with knowledge or reason to foresee that its car seats would be shipped in interstate commerce and would reach the market of Florida users or consumers.

14. The incident, which is the subject of this lawsuit, occurred in Hillsborough County, Florida.

FACTUAL ALLEGATIONS

15. On March 2, 2019, a co-worker of HUNTER NOSEWORTHY, Austin Kennedy, purchased an Evenflo Folio3 Stroll and Jog Travel System from SAM'S CLUB's website for HUNTER and KAYLA NOSEWORTHY to utilize with their infant daughter, CLARA J. GARCIA.

16. The car seat included in the Evenflo Folio3 Stroll and Jog Travel System was an Evenflo LiteMax 35 (bearing model number 24505193 and serial number 24505193GBPX000099), which was manufactured by EVENFLO ("Subject Car Seat"). HUNTER NOSEWORTHY received the Subject Car Seat on March 13, 2019.

17. On September 13, 2019, on or around 2:00 P.M., HUNTER NOSEWORTHY was driving the family's 2012 Chevrolet Equinox (VIN # 2GNALBEK9C6176596) eastbound on CR 685A (Van Dyke Road) as he was approaching the intersection of Brown Road. KAYLA NOSEWORTHY and CLARA J. GARCIA were passengers inside the vehicle. CLARA J. GARCIA was properly buckled into the Subject Car Seat, which was properly secured inside the vehicle.

18. At or around the same time, SINGLETON was operating his 2006 Chevrolet Impala northbound on Brown Road, south of CR 685A (Van Dyke Rd.), approaching the intersection of Van Dyke Road.

19. SINGLETON failed to stop at the designated stop sign on Brown Rd. that was affixed before intersecting Van Dyke Rd. As a result of SINGLETON's failure to abide by the stop sign, the front of his vehicle struck the vehicle driven by HUNTER NOSEWORTHY. Mr. NOSEWORTHY's vehicle was then struck by another vehicle that was unable to avoid the crash.

20. In the crash, the Subject Car Seat's buckle system failed, causing CLARA J. GARCIA to sustain catastrophic injuries.

21. On September 15, 2019, CLARA J. GARCIA passed away as a result of the injuries she sustained as a result of the failure of the Subject Car Seat.

**COUNT I – NEGLIGENCE AGAINST LAWRENCE E. SINGLETON a/k/a
LAURENCE E. SINGLETON a/k/a L.E. SINGLETON**

22. Plaintiffs reallege the allegations incorporated in paragraphs 1 through 21 above as if restated verbatim herein.

23. On or about September 13, 2019, a motor vehicle owned and operated by Defendant, SINGLETON, was involved in a collision with the vehicle operated by HUNTER NOSEWORTHY at or near the intersection of Brown Rd. and Van Dyke Rd., in Hillsborough County, Florida.

24. DUTY: At that time and place, Defendant, SINGLETON, had a duty to operate the motor vehicle he was operating with reasonable care.

25. BREACH: At that time and place, Defendant, SINGLETON, negligently operated said motor vehicle in such a manner that it collided with the motor vehicle HUNTER NOSEWORTHY was driving.

26. CAUSATION: The negligence described above directly and proximately caused CLARA J. GARCIA to sustain injuries from which she never recovered.

27. DAMAGES: As a direct and proximate result of the foregoing, CLARA J. GARCIA died.

28. As a direct and proximate result of the foregoing, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, Personally, and as Co-Personal Representatives of the Estate of CLARA J. GARCIA, deceased, for and on behalf of the Estate and the survivors, Hunter Noseworthy and Kayla Noseworthy, seeks the following damages against Defendant, SINGLETON:

- a) Medical and funeral expenses;
- b) Hunter Noseworthy's mental pain and suffering in the past and future;
- c) Kayla Noseworthy's mental pain and suffering in the past and future; and
- d) Such other damages as awardable pursuant to the Florida Wrongful Death Act, § 768.16 et. seq., Florida Statutes.

WHEREFORE, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, Personally, and as Co-Personal Representatives of the Estate of CLARA J. GARCIA, demand judgment against Defendant, HEIDI BELMONT, as Personal Representative of the ESTATE OF LAWRENCE E. SINGLETON a/k/a LAURENCE E. SINGLETON a/k/a L.E. SINGLETON, for damages, costs, interest, and other such relief as this Court deems just, and further demands a trial by jury of all issues so triable as a matter of right.

COUNT II - STRICT LIABILITY AGAINST SAM'S EAST, INC. d/b/a SAM'S CLUB

29. Plaintiffs reallege paragraphs 1 through 21 above as if reinstated verbatim herein.

30. Defendant, SAM'S CLUB, is in the business of designing, developing, importing, manufacturing, marketing, assembling, inspecting, distributing, and/or selling car seats to the public, including the Subject Car Seat.

31. Defendant, SAM'S CLUB, placed the Subject Car Seat on the market with knowledge that it would be used without inspection for defects and/or dangers. SAM'S CLUB knew or should have known that ultimate users, operators or consumers would not and could not properly inspect the Subject Car Seat for defects or dangerous conditions, and that the detection of such defects and dangers would be beyond the capabilities of such persons.

32. The Subject Car Seat was defective and unreasonably dangerous to ultimate users, operators or consumers, including Plaintiffs, when sold, distributed and inspected by SAM'S

CLUB because of design, manufacturing, and inspection defects that allow the Subject Car Seats to unintentionally fail, including, but not limited to, the following:

- a) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it had inadequate and/or defective safety devices and measures;
- b) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it did not have adequate safety devices to prevent damage and injury due to the defective condition of the Subject Car Seat;
- c) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it was capable of unexpectedly failing;
- d) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold with component pieces that were not safe for inclusion in the Subject Car Seat;
- e) The Subject Car Seat was designed, manufactured, assembled, and/or sold in such a manner that it failed to warn consumers, including HUNTER and KAYLA NOSEWORTHY, of the danger of the car seat unexpectedly failing;
- f) The Subject Car Seat was not distributed with adequate warnings, instructions, or stickers to reasonably warn consumers of the dangers associated with the use of the Subject Car Seat;
- g) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it had inadequate and/or defective side impact protection; and
- h) The Subject Car Seat failed to operate as safely as an ordinary consumer would reasonably expect.

33. On September 13, 2019, the Subject Car Seat was substantially unchanged from its condition, as set forth above, when sold and distributed by Defendant, SAM'S CLUB.

34. For the reasons set forth above, the Subject Car Seat was unreasonably dangerous to foreseeable users, including HUNTER NOSEWORTHY, KAYLA NOSEWORTHY and CLARA J. GARCIA, who used the Subject Car Seat in an ordinary and foreseeable manner.

35. The defects described above directly and proximately caused the incident and damages sustained by CLARA J. GARCIA in that they directly, and in a natural and continuous sequence, produced or contributed substantially to her death.

36. As a direct and proximate result of the foregoing, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, deceased, for and on behalf of the Estate and the survivors, seek the following damages against Defendant, SAM'S CLUB:

- a) Medical and funeral expenses;
- b) Hunter Noseworthy's mental pain and suffering in the past and future;
- c) Kayla Noseworthy's mental pain and suffering in the past and future; and
- d) Such other damages as awardable pursuant to the Florida Wrongful Death Act, § 768.16 et. seq., Florida Statutes.

WHEREFORE, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, demand judgment against Defendant, SAM'S EAST, INC., d/b/a SAM'S CLUB, for damages, costs, interest, and other such relief as this Court deems just, and further demands a trial by jury of all issues so triable as a matter of right.

**COUNT III – NEGLIGENCE AGAINST SAM'S CLUB EAST, INC.,
d/b/a SAM'S CLUB**

37. Plaintiffs reallege paragraphs 1 through 21 above as if reinstated verbatim herein.

38. Defendant, SAM'S CLUB, inspected, distributed, marketed, supplied, and/or sold the Subject Car Seat, and the Subject Car Seat remained in substantially the same condition from the date it was sold until the day of the automotive collision on September 13, 2019.

39. DUTY: Having undertaken the distribution, marketing, sale, delivery and/or supply of the Subject Car Seat, Defendant, SAM'S CLUB, owed a duty to exercise reasonable care in undertaking same to ensure that the Subject Car Seat was in a reasonably safe condition and could perform its intended functions without harming its users.

40. Defendant, SAM'S CLUB, knew or, in the exercise of due care, should have known, that the Subject Car Seat would be used without inspection in an unreasonably dangerous condition and would create a foreseeable and unreasonable risk of harm to users, including CLARA J. GARCIA.

41. As the distributor, marketer, supplier, and seller of the Subject Car Seat, Defendant, SAM'S CLUB was under a duty to use reasonable care and to properly and adequately test, inspect, label, and provide adequate warnings for the Subject Car Seat, so as not to create an unsafe condition for those who would reasonably and expectedly under ordinary circumstances come to use the Subject Car Seat, including HUNTER NOSEWORTHY, KAYLA NOSEWORTHY, and CLARA J. GARCIA.

42. BREACH: Defendant, SAM'S CLUB, breached its duty of reasonable care owed to HUNTER NOSEWORTHY, KAYLA NOSEWORTHY, and CLARA J. GARCIA in one or more of the following ways:

- a) Failing to properly inspect and/or sell the Subject Car Seat in such a manner that it had adequate and/or effective safety devices and measures;
- b) Failing to properly inspect and/or sell the Subject Car Seat so that it was reasonably safe for all foreseeable uses;
- c) Failing to properly inspect, label, package, and otherwise place the Subject Car Seat on the market for sale to the public in a condition free of defects and hazards which created an unreasonable danger of injury or death to consumers under normal and foreseeable circumstances;

- d) Marketing, promoting, advertising and representing that the Subject Car Seat was suitable for use when, in fact, it was not;
- e) Failing to properly inspect and/or sell the Subject Car Seat in such a manner that it would not unexpectedly fail;
- f) Failing to provide adequate warnings, proper documentation or notices to alert consumers regarding the hazardous conditions described above;
- g) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it had inadequate and/or defective side impact protection; and
- h) Failing to ensure the Subject Car Seat was designed, manufactured, assembled, marketed, sold and/or supplied only after adequate inspection, testing, and analysis was done to ensure same was safe for use and free of defects in light of the foreseeable risk to ultimate users if the Subject Car Seat would fail to perform as intended during foreseeable uses.

43. CAUSATION: The negligence described above directly and proximately caused CARLA GARCIA's injuries in that they directly, and in a natural and continuous sequence, produced or contributed substantially to her death.

44. DAMAGES: As a direct and proximate result of the foregoing, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, deceased, for and on behalf of the Estate and the survivors, seek the following damages against Defendant, SAM'S CLUB:

- a) Medical and funeral expenses;
- b) Hunter Noseworthy's mental pain and suffering in the past and future;
- c) Kayla Noseworthy's mental pain and suffering in the past and future; and
- d) Such other damages as awardable pursuant to the Florida Wrongful Death Act, § 768.16 et. seq., Florida Statutes.

WHEREFORE, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, demand judgment against Defendant, SAM'S EAST, INC., d/b/a SAM'S CLUB, for damages, costs, interest, and other such relief as this Court deems just, and further demands a trial by jury of all issues so triable as a matter of right.

COUNT IV – STRICT LIABILITY AGAINST EVENFLO COMPANY, INC.

45. Plaintiffs reallege paragraphs 1 through 21 above as if reinstated verbatim herein.

46. Defendant, EVENFLO, is in the business of designing, manufacturing, constructing, assembling, testing, inspecting, distributing, marketing, and/or selling car seats to the public, including the Subject Car Seat.

47. Defendant, EVENFLO, placed the Subject Car Seat on the market with knowledge that it would be used without inspection for defects and/or dangers. EVENFLO knew or should have known that ultimate users, operators or consumers would not and could not properly inspect the Subject Car Seat for defects or dangerous conditions, and that the detection of such defects and dangers would be beyond the capabilities of such persons.

48. The Subject Car Seat was defective and unreasonably dangerous to ultimate users, operators or consumers, including CLARA J. GARCIA, when sold, and distributed by EVENFLO because of design, manufacturing and inspection defects that allow the Subject Car Seat to unintentionally fail, including the following:

- a) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it had inadequate and/or defective safety devices and measures;
- b) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it did not have adequate safety devices to prevent damage and injury due to the defective condition of the Subject Car Seat;

- c) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it was capable of unexpectedly failing;
- d) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold with component pieces that were not safe for inclusion in the Subject Car Seat;
- e) The Subject Car Seat was designed, manufactured, assembled, and/or sold in such a manner that it failed to warn consumers, including HUNTER and KAYLA NOSEWORTHY, of the danger of the car seat unexpectedly failing;
- f) The Subject Car Seat was not distributed with adequate warnings, instructions, or stickers to reasonably warn consumers of the dangers associated with the use of the Subject Car Seat;
- g) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it had inadequate and/or defective side impact protection; and
- h) The Subject Car Seat failed to operate as safely as an ordinary consumer would reasonably expect.

49. On September 13, 2019, the Subject Car Seat was substantially unchanged from its condition, as set forth above, when sold and distributed by Defendant, EVENFLO.

50. For the reasons set forth above, the Subject Car Seat was unreasonably dangerous to foreseeable users, including HUNTER NOSEWORTHY, KAYLA NOSEWORTHY, and CLARA J. GARCIA, who used the Subject Car Seat in an ordinary and foreseeable manner.

51. The defects described above directly and proximately caused the incident and damages sustained by CLARA J. GARCIA in that they directly, and in a natural and continuous sequence, produced or contributed substantially to her death.

52. As a direct and proximate result of the foregoing, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, deceased, for and

on behalf of the Estate and the survivors, seek the following damages against Defendant, EVENFLO:

- a) Medical and funeral expenses;
- b) Hunter Noseworthy's mental pain and suffering in the past and future;
- c) Kayla Noseworthy's mental pain and suffering in the past and future; and
- d) Such other damages as awardable pursuant to the Florida Wrongful Death Act, § 768.16 et. seq., Florida Statutes.

WHEREFORE, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, demand judgment against Defendant, EVENFLO COMPANY, INC., for damages, costs, interest, and other such relief as this Court deems just, and further demands a trial by jury of all issues so triable as a matter of right.

COUNT V – NEGLIGENCE AGAINST EVENFLO COMPANY, INC.

53. Plaintiffs reallege paragraphs 1 through 21 above as if reinstated verbatim herein.

54. Defendant, EVENFLO, designed, manufactured, constructed, assembled, tested, inspected, distributed, marketed, and/or sold the Subject Car Seat.

55. DUTY: In designing, manufacturing, constructing, assembling, testing, inspecting, distributing, marketing, and /or selling the Subject Car Seat, Defendant, EVENFLO, had a duty to users, operators, consumers and bystanders, to provide products that are safe for their intended and foreseeable uses. Defendant, EVENFLO, was under a duty to properly and adequately design, manufacture, assemble, test, inspect, label, provide adequate warnings for, package, distribute, and/or sell the Subject Car Seat in a reasonably safe condition so as not to present a danger to consumers who reasonably and expectedly under ordinary circumstances would come into contact

with the Subject Car Seat, including HUNTER NOSEWORTHY, KAYLA NOSEWORTHY, and CLARA J. GARCIA.

56. BREACH: Defendant, EVENFLO, breached its duty of reasonable care owed to HUNTER NOSEWORTHY, KAYLA NOSEWORTHY, and CLARA J. GARCIA in one or more of the following ways:

- a) Failing to properly design, manufacture, assemble, and/or sell the Subject Car Seat in such a manner that it had adequate and/or effective safety devices and measures;
- b) Failing to properly design, manufacture, assemble, and/or sell the Subject Car Seat so that it was reasonably safe for all foreseeable uses;
- c) Failing to properly design, manufacture, assemble, test, inspect, label, package, and otherwise place the Subject Car Seat on the market for sale to the public in a condition free of defects and hazards which created an unreasonable danger of injury or death to consumers under normal and foreseeable circumstances;
- d) Marketing, promoting, advertising and representing that the Subject Car Seat was suitable for use when, in fact, it was not;
- e) Failing to properly design, manufacture, assemble, install, and/or sell the Subject Car Seat in such a manner that it would not unexpectedly fail;
- f) Failing to provide adequate warnings, proper documentation or notices to alert consumers regarding the hazardous conditions described above;
- g) The Subject Car Seat was designed, manufactured, assembled, installed, and/or sold in such a manner that it had inadequate and/or defective side impact protection; and
- h) Failing to ensure the Subject Car Seat was designed, manufactured, assembled, marketed, sold and/or supplied only after adequate inspection, testing, and analysis was done to ensure same was safe for use and free of defects in light of the foreseeable risk to ultimate users if the Subject Car Seat would fail to perform as intended during foreseeable uses.

57. CAUSATION: The negligence described above directly and proximately caused CARLA GARCIA's injuries in that they directly, and in a natural and continuous sequence, produced or contributed substantially to her death.

58. DAMAGES: As a direct and proximate result of the foregoing, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, deceased, for and on behalf of the Estate and the survivors, seek the following damages against Defendant, EVENFLO:

- a) Medical and funeral expenses;
- b) Hunter Noseworthy's mental pain and suffering in the past and future;
- c) Kayla Noseworthy's mental pain and suffering in the past and future; and
- d) Such other damages as awardable pursuant to the Florida Wrongful Death Act, § 768.16 et. seq., Florida Statutes.

WHEREFORE, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, demand judgment against Defendant, EVENFLO COMPANY, INC., for damages, costs, interest, and other such relief as this Court deems just, and further demands a trial by jury of all issues so triable as a matter of right.

JURY DEMAND

Plaintiffs hereby demand a jury trial on all issues so triable.

WHEREFORE, Plaintiffs, HUNTER NOSEWORTHY f/k/a HUNTER GARCIA and KAYLA NOSEWORTHY f/k/a KAYLA GARCIA, as Co-Personal Representatives of the Estate of CLARA J. GARCIA, pray that upon final judgment, they may have and recover: trial by jury which is hereby demanded; judgment against Defendants, HEIDI BELMONT, as Personal

Representative of the ESTATE OF LAWRENCE E. SINGLETON a/k/a LAURENCE E. SINGLETON a/k/a L.E. SINGLETON; EVENFLO COMPANY, INC., a Foreign Profit Corporation; and SAM'S EAST, INC., d/b/a SAM'S CLUB, a Foreign Profit Corporation; interest as allowed by law; actual damages; cost of suit; and such other relief, at law or equity, to which Plaintiffs may be justly entitled.

/s/ Brent R. Bigger

BRENT R. BIGGER, ESQUIRE

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J. BLAISE FISCHBACH, ESQUIRE

Florida Bar No.: 118194

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