

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION

CASE NO. 2017-009399

GEORGE POLAND, individually, and
JESSICA POLAND, his wife,

Plaintiff,

vs.

**TAURUS INTERNATIONAL
MANUFACTURING, INC.**, a Florida
corporation for profit, and **FORJAS
TAURUS, S.A.**, a foreign corporation

Defendant.

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiffs, GEORGE POLAND, and JESSICA POLAND, his wife, sue Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., a Florida for profit corporation, and FORJAS TAURUS, S.A., a foreign corporation, for damages and alleges as follows:

INTRODUCTION

This is a product liability action stemming from the unintentional fire of a Taurus manufactured-gun upon being dropped to the ground resulting in Plaintiff George Poland getting shot in the abdomen and causing catastrophic internal injuries.

PARTIES, JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000 exclusive of costs and interest and otherwise within the jurisdiction of this Court.

2. Venue is proper in this court because the Defendants' principal place of business is located in Miami-Dade County, Florida.

3. At all times material, Plaintiffs GEORGE POLAND and JESSICA POLAND, were over the age of 18 respectively, were and are residents of Laveen, Arizona and are otherwise *sui juris*.

4. Defendant, TAURUS INTERNATIONAL MANUFACTURING, INC., ("TAURUS") is a for profit corporation organized and existing under the laws of the State of Florida with its principal place of business located at 16175 N.W. 49th Avenue, Miami, Florida. Defendant TAURUS does business in Miami-Dade County, Florida, in the State of Arizona and elsewhere.

5. Defendant FORJAS TAURUS, S.A., ("FORJAS"), is a foreign corporation organized and existing under the laws of Brazil and doing business either personally or through an agent in Miami-Dade County, Florida, and accordingly is subject to the jurisdiction of this State's Court.

6. Defendant FORJAS, as a Brazilian corporation, is not allowed to sell firearms directly to U.S. citizens or distributors under U.S. Federal Law. Accordingly, Defendant FORJAS has created a series of U.S. corporations which it completely controls for the purpose of selling its firearms to U.S. citizens through distribution chains. The essential purpose of these companies is to sell Defendant FORJAS' products here in the United States.

7. Specifically, Defendant FORJAS created, owned, operated and controlled Taurus Holdings, Inc., a Florida corporation which in turn, created, operated and controlled Defendant TAURUS as well as Taurus Diamondback Distribution, Inc., Heritage

Manufacturing and Tammel Properties, Inc., which were and are each Florida corporations operating out of the same building located at 16175 NW 49th Avenue, Miami, Florida. The building and property upon which each of these businesses were operated was and is owned by Tammel Properties.

8. The above entities owned and operated by Defendant FORJAS through Taurus Holdings employed approximately 325 employees in the above described Miami office, which were employed to perform sales, marketing, accounting, operations, shipping and receiving functions for firearms manufactured by Defendant FORJAS. All of these sales, marketing, accounting, operations, shipping, and delivering functions were performed in Miami at the above described address.

9. For each of the recent years Defendant FORJAS has manufactured and sold over 100,000 firearms in the United States. Each of these firearms has been sold and delivered to Defendant TAURUS in Miami for the purposes of resale through a distribution chain. Each and every firearm sold by Defendant TAURUS in the United States, including the subject firearm, was shipped by Defendant FORJAS to Defendant TAURUS in Miami.

10. Defendant TAURUS was a joint venturer with Defendant FORJAS and/or an alter ego of Defendant FORJAS and/or controlled by Defendant FORJAS, and as a result, the Defendants are vicariously liable for the acts and omissions of each other.

GENERAL ALLEGATIONS

11. As set forth in detail above, Defendant FORJAS at all times material hereto, either personally or through an agent or representative,

a. Operated, conducted, engaged in or carried on a business venture in

Florida, and/or the United States, and/or has an office or agency in this State, and/or in this country; and/or

- b. Owned, used, possessed and/or held a mortgage or other lien on real property in this State; and/or
- c. Was engaged in the solicitation and/or performance of service activities within the State; and/or
- d. Delivered products which it manufactured to Florida including the subject firearm, in the ordinary course of commerce, trade or use; and/or
- e. Was engaged in substantial and not isolated activity within the State; and/or
- f. Committed one or more of the acts set forth in Florida Statutes Sections 48.081, 48.181, or 48.193,

and accordingly is subject to the jurisdiction of the Courts of this State.

12. On or around 2007, Plaintiff purchased a new TAURUS PT 24/7 firearm, Serial Number SZF42169 (hereinafter the "subject gun") from Sportsman's Warehouse near Avondale, AZ.

13. Defendant TAURUS and Defendant FORJAS designed, tested, developed, manufactured, marketed, advertised, distributed, and sold the subject gun that caused harm and serious injury to Plaintiff.

14. Defendant TAURUS and Defendant FORJAS caused the subject gun to be distributed and sold in various states within the United States, including the State of Arizona where Plaintiffs reside.

15. Defendant TAURUS and Defendant FORJAS expected the subject gun to reach the user, including Plaintiff, in substantially the same condition it was in when it was

manufactured and when it left the custody and control of Defendant TAURUS and Defendant FORJAS and/or their agents and representatives.

16. Plaintiff purchased the subject gun new and maintained it in a condition which was without substantial change from the condition it was in when it left the custody and control of Defendant TAURUS and Defendant FORJAS and/or their agents and representatives.

17. After purchasing the subject gun, and before using it, Plaintiff read the owners manual for the gun which was provided by Defendant TAURUS and Defendant FORJAS for their customers, and was familiar with the proper ways to handle the subject gun according to the manufacturer's manual instructions and his lifetime experience in handling firearms.

18. The subject gun is equipped with safety features, including a manual safety. Defendant TAURUS and Defendant FORJAS specifically designed and marketed the model of the subject gun as having safety devices, and Plaintiff specifically purchased the subject gun because of and in reliance upon these safety features.

19. On July 26, 2016, Plaintiff was using, operating, or carrying the subject gun for the purpose and in the manner for which it was intended to be used, and in a manner that was foreseeable to Defendant TAURUS and Defendant FORJAS and for which adequate, safe, and accurate instructions and warnings were required to be issued.

20. On July 26, 2016, the subject gun was firmly secured in its holster, which was inside a zipped black nylon pouch.

21. Plaintiff accidentally dropped the pouch, and as soon as it hit the floor, the

subject gun, inside its holster and inside the pouch, malfunctioned and discharged a bullet into the Plaintiff's abdomen.

22. As a result of his injuries, Plaintiff suffered extensive tissue, nerve and muscle damage made by the .40 caliber bullet which required hospitalization and surgeries. His injuries are ongoing and continuing in nature.

23. All conditions precedent to the bringing of this action have occurred.

COUNT I
STRICT LIABILITY CLAIM AGAINST DEFENDANT TAURUS
FOR DEFECTIVE DESIGN

24. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporate them herein.

25. At all times material, Defendant TAURUS was engaged in the business of designing, manufacturing, testing, inspecting, distributing, and selling firearms, and did in fact, design, manufacture, test, inspect, distribute, sell, and place into the stream of commerce the subject gun, knowing and expecting that the subject gun would be used by consumers and members of the public in the State of Arizona and elsewhere.

26. Defendant TAURUS designed, tested, developed, manufactured, marketed, advertised, distributed and sold the subject gun in a defective condition that was unreasonably dangerous to the user who utilized it as TAURUS expected it to be used and as it was used by the Plaintiff on July 26, 2016.

27. The subject gun was defectively and unreasonably dangerous so as to render Defendant TAURUS strictly liable for the injuries to Plaintiff GEORGE POLAND, because

at all times it failed to perform as safely as ordinary users, including the Plaintiff, have a right to expect.

28. The subject gun was defectively designed because it posed an unreasonable risk of injury to users, including Plaintiff, when the subject gun was being used as it was intended, and because it is not safe or suitable for its intended purpose.

29. The subject gun is defectively designed because the risks of danger inherent in the design outweigh its benefits.

30. Among the defects in the subject gun is its propensity to fire while the manual safety lever is in the "SAFE" position in accordance with Defendant TAURUS' instruction manual, but is in fact not blocking the fire control mechanism. This false safety position allows the gun's trigger movement to occur and fire anytime a force is applied to the trigger. The trigger force is created by inertial trigger movement when the gun drops and lands on a hard surface.

31. Another defect in the subject gun is its propensity to fire due to rapid trigger movement to the rear when it is dropped and it lands on the back of the slide. This rearward movement of the trigger from inertial forces removes the internal striker block safety and allows the dropped gun to inadvertently fire when the single or double action sear are disturbed.

32. Prior to July 26, 2016, Plaintiff had no knowledge of the defective conditions of the subject gun, nor had reason to suspect that the gun was unreasonably dangerous prior to the unexpected discharge of the gun.

33. The subject gun was defective and unreasonably dangerous when it was sold

by Defendant TAURUS and at the time it left Defendant TAURUS' possession and control.

34. At all times material, Plaintiff used the subject gun in a reasonably foreseeable manner and consistent with the instructions provided by Defendant TAURUS in the gun manual.

35. Defendant TAURUS knew, or in the exercise of reasonable care and investigation, should have known of the subject gun's propensity to unexpectedly discharge.

36. On or around October 14, 2015, secondary to the filing of a class action lawsuit against this defendant, Defendant TAURUS issued a voluntary recall that included the model of the subject gun after similar safety defects were alleged.

37. On July 22, 2016, *four days prior to the incident subject of this complaint*, the U.S. District Court for the Southern District of Florida approved the class action settlement subject of the voluntary recall.

38. The defective condition of the subject gun was the proximate cause of Plaintiff GEORGE POLAND's permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

39. The Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant TAURUS INTERNATIONAL MANUFACTURING, INC., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT II
STRICT LIABILITY CLAIM AGAINST DEFENDANT FORJAS
FOR DEFECTIVE DESIGN

40. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporate them herein.

41. At all times material, Defendant FORJAS was engaged in the business of designing, manufacturing, testing, inspecting, distributing, and selling firearms, and did in fact, design, manufacture, test, inspect, distribute, sell, and place into the stream of commerce the subject gun, knowing and expecting that the subject gun would be used by consumers and members of the public.

42. Defendant FORJAS designed, tested, developed, manufactured, marketed, advertised, distributed and sold the subject gun in a defective condition that was unreasonably dangerous to the user who utilized it as Defendant FORJAS expected it to be used and as it was used by Plaintiff on July 26, 2016.

43. The subject gun was defectively and unreasonably dangerous so as to render the Defendant strictly liable for the injuries to Plaintiff GEORGE POLAND, because at all times it failed to perform as safely as ordinary users, including the Plaintiff, have a right to expect.

44. The subject gun was defectively designed because it posed an unreasonable risk of injury to users, including the Plaintiff, when the subject gun was being used as it was intended, and because it is not safe or suitable for its intended purpose.

45. The subject gun is defectively designed because the risks of danger inherent in the design outweigh its benefits.

46. Among the defects in the subject gun is its propensity to fire while the manual safety lever is in the "SAFE" position in accordance with Defendant FORJAS' instruction manual, but is in fact not blocking the fire control mechanism. This false safety position allows the gun's trigger movement to occur and fire anytime a force is applied to the trigger. The trigger force is created by inertial trigger movement when the gun drops and lands on a hard surface.

47. Another defect in the subject gun is its propensity to fire due to rapid trigger movement to the rear when it is dropped and it lands on the back of the slide. This rearward movement of the trigger from inertial forces removes the internal striker block safety and allows the dropped gun to inadvertently fire when the single or double action sear are disturbed.

48. Prior to July 26, 2016, Plaintiff had no knowledge of the defective conditions of the subject gun, nor had reason to suspect that the gun was unreasonably dangerous prior to the unexpected discharge of the gun.

49. The subject gun was defective and unreasonably dangerous when it was sold by Defendant FORJAS and at the time it left Defendant FORJAS' possession and control.

50. At all times material, Plaintiff used the subject gun in a reasonably foreseeable manner and consistent with the instructions provided by Defendant FORJAS in the gun manual.

51. Defendant FORJAS knew, or in the exercise of reasonable care and investigation, should have known of the subject gun's propensity to unexpectedly discharge.

52. On or around October 14, 2015, secondary to the filing of a class action lawsuit against this defendant, Defendant TAURUS issued a voluntary recall that included the model of the subject gun after similar safety defects were alleged.

53. On July 22, 2016, *four days prior to the incident subject of this complaint*, the U.S. District Court for the Southern District of Florida approved the class action settlement subject of the voluntary recall.

54. The defective condition of the subject gun was the proximate cause of Plaintiff GEORGE POLAND's permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

55. The Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant FORJAS TAURUS, S.A., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT III
NEGLIGENCE CLAIM AGAINST DEFENDANT TAURUS

56. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporates them herein.

57. At all times material, Defendant TAURUS owed a duty of reasonable care to Plaintiff GEORGE POLAND, and to other foreseeable users of the subject gun to design, equip and manufacture the gun in a manner safe for its foreseeable users and foreseeable uses.

58. Defendant TAURUS negligently breached its duties of care to GEORGE POLAND in one or more of the following ways:

- a. failing to design, equip and manufacture the subject gun with safety devices which performed in accordance with the owners operator manual instructions, and within the reasonable expectations of the ordinary user and consumer, including the Plaintiff;
- b. failing to properly design, equip, and manufacture the subject gun's safety devices and systems;
- c. designing and manufacturing a gun with a defective Manual Safety lever;
- d. designing and manufacturing a gun with a defective Firing pin safety block;
- e. designing and manufacturing a gun with a defective trigger lock mechanism;
- f. designing and manufacturing a gun with a defective firing pin decocker;
- g. designing and manufacturing a gun with a defective decocking safety;
- h. designing and manufacturing a gun with defective safety devices and systems;
- i. designing and manufacturing a gun that would discharge without manually pulling the trigger;
- j. designing and manufacturing a gun that would discharge when the safety lever is in the "SAFE" position;
- k. failing to employ available alternative designs which would have prevented the subject gun from discharging as it did and injuring the Plaintiff;
- l. failing to use and apply good, safe, usual, prevailing and reasonable engineering principles and standards in designing, equipping, manufacturing, marketing, and distributing the subject gun;

- m. failing to take adequate corrective action or preventive action;
- n. failing to maintain proper records and data of incidents, complaints, malfunctions, inspections and testing;
- o. failing to create and provide clear operational and safety instructions, manuals, warnings and literature;
- p. failing to adequately design, manufacture, test and monitor the subject model gun;
- q. failing to warn all of the above;
- r. designing and manufacturing a gun that unintentionally fires when dropped;
- s. designing and manufacturing a gun that is affected by inertial force so that it unintentionally fires upon being dropped and landing on a hard surface; and,
- t. Other acts of negligence to be determined through discovery.

59. As a direct and proximate cause of Defendant TAURUS' negligence, Plaintiff has suffered permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

60. The Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant TAURUS INTERNATIONAL MANUFACTURING, INC., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT IV
NEGLIGENCE CLAIM AGAINST DEFENDANT FORJAS

61. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and

incorporates them herein.

62. At all times material, Defendant FORJAS owed a duty of reasonable care to Plaintiff GEORGE POLAND, and to other foreseeable users of the subject gun to design, equip and manufacture the gun in a manner safe for its foreseeable users and foreseeable uses.

63. Defendant FORJAS negligently breached its duties of care to GEORGE POLAND in one or more of the following ways:

- a. failing to design, equip and manufacture the subject gun with safety devices which performed in accordance with the owners operator manual instructions, and within the reasonable expectations of the ordinary user and consumer, including the Plaintiff;
- b. failing to properly design, equip, and manufacture the subject gun's safety devices and systems;
- c. designing and manufacturing a gun with a defective Manual Safety lever;
- d. designing and manufacturing a gun with a defective Firing pin safety block;
- e. designing and manufacturing a gun with a defective trigger lock mechanism;
- f. designing and manufacturing a gun with a defective firing pin decocker;
- g. designing and manufacturing a gun with a defective decocking safety;
- h. designing and manufacturing a gun with defective safety devices and systems;
- i. designing and manufacturing a gun that would discharge without manually pulling the trigger;
- j. designing and manufacturing a gun that would discharge when the

safety lever is in the "SAFE" position;

- k. Failing to employ available alternative designs which would have prevented the subject gun from discharging as it did and injuring the Plaintiff;
- l. failing to use and apply good, safe, usual, prevailing and reasonable engineering principles and standards in designing, equipping, manufacturing, marketing, and distributing the subject gun;
- m. failing to take adequate corrective action or preventive action;
- n. failing to maintain proper records and data of incidents, complaints, malfunctions, inspections and testing;
- o. failing to create and provide clear operational and safety instructions, manuals, warnings and literature;
- p. failing to adequately design, manufacture, test and monitor the subject model gun;
- q. failing to warn all of the above;
- r. designing and manufacturing a gun that unintentionally fires when dropped;
- s. designing and manufacturing a gun that is affected by inertial force so that it unintentionally fires upon being dropped and landing on a hard surface; and,
- t. Other acts of negligence to be determined through discovery.

64. As a direct and proximate cause of Defendant FORJAS' negligence, Plaintiff has suffered permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

65. The Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant FORJAS TAURUS,

S.A., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT V
STRICT LIABILITY CLAIM AGAINST DEFENDANT TAURUS
FOR FAILURE TO WARN

66. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporate them herein.

67. At all times material, Defendant TAURUS was engaged in the business of designing, manufacturing, testing, inspecting, distributing, and selling firearms, and did in fact, design, manufacture, test, inspect, distribute, sell, and place into the stream of commerce the subject gun, knowing and expecting that the subject gun would be used by consumers and members of the public in the State of Arizona and elsewhere.

68. Defendant TAURUS designed, tested, developed, manufactured, marketed, advertised, distributed and sold the subject gun in a defective condition that was unreasonably dangerous to the user who utilized it as TAURUS expected it to be used and as it was used by the Plaintiff on July 26, 2016.

69. At all times material, Defendant TAURUS had knowledge that the subject gun and others of that product line was/were defective in that the gun would fire unintentionally despite having the safety lever engaged, and/or the gun would fire unintentionally Defendant TAURUS' knowledge of the defects in the gun were superior to that of Plaintiff or other users and consumers.

70. Defendant TAURUS was aware or should have been aware of other

instances where guns of the same design and model of Plaintiff's gun had discharged while the safety mechanisms were engaged.

71. On or around October 14, 2015, secondary to the filing of a class action lawsuit against this defendant, Defendant TAURUS issued a voluntary recall that included the model of the subject gun after similar safety defects were alleged.

72. On July 22, 2016, *four days prior to the incident subject of this complaint*, the U.S. District Court for the Southern District of Florida approved the class action settlement subject of the voluntary recall.

73. Defendant TAURUS failed to warn Plaintiff of the subject gun's propensity to discharge unexpectedly without pulling the trigger with the gun's safety devices engaged.

74. Defendant TAURUS failed to warn Plaintiff that the subject gun could discharge even with the Manual Safety Lever engaged in the "SAFE" position.

75. Defendant TAURUS failed to warn Plaintiff that the subject gun could discharge even with the firing pin block engaged.

76. Defendant TAURUS failed to warn Plaintiff that the subject gun could discharge even with the decocker safety engaged.

77. Defendant TAURUS failed to warn Plaintiff that the subject gun could discharge when the trigger was locked.

78. Plaintiff operated the subject gun in a reasonable and foreseeable manner, and consistent with the instructions provided by Defendant TAURUS in the operator's manual for the gun.

79. Plaintiff had no knowledge of any defective conditions with respect to the subject gun, its safety devices, or its propensity for discharging while all safety mechanisms were supposedly activated and/or engaged.

80. The subject gun was then in a defective and unreasonably condition when put to a reasonably anticipated use.

81. Defendant TAURUS failed to provide an adequate warning to the danger of use of the subject gun which was known or should have been known to be defective, and the failure to warn made the subject gun unreasonably dangerous to Plaintiff.

82. As a direct and proximate cause of Defendant TAURUS' failure to warn Plaintiff of the propensity of the subject gun to discharge, even when the Manual Safety lever was activated and engaged, Plaintiff has suffered permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

83. Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant TAURUS INTERNATIONAL MANUFACTURING, INC., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT VI
STRICT LIABILITY CLAIM AGAINST DEFENDANT FORJAS
FOR FAILURE TO WARN

84. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporate them herein.

85. At all times material, Defendant FORJAS was engaged in the business of designing, manufacturing, testing, inspecting, distributing, and selling firearms, and did in fact, design, manufacture, test, inspect, distribute, sell, and place into the stream of commerce the subject gun, knowing and expecting that the subject gun would be used by consumers and members of the public in the State of Arizona and elsewhere.

86. Defendant FORJAS designed, tested, developed, manufactured, marketed, advertised, distributed and sold the subject gun in a defective condition that was unreasonably dangerous to the user who utilized it as FORJAS expected it to be used and as it was used by the Plaintiff on July 26, 2016.

87. At all times material, Defendant FORJAS had knowledge that the subject gun and others of that product line was/were defective in that the gun would fire unintentionally despite having the safety lever engaged, and/or the gun would fire unintentionally Defendant FORJAS' knowledge of the defects in the gun were superior to that of Plaintiff or other users and consumers.

88. Defendant FORJAS was aware or should have been aware of other instances where guns of the same design and model of Plaintiff's gun had discharged while the safety mechanisms were engaged.

89. On or around October 14, 2015, secondary to the filing of a class action lawsuit against this defendant, Defendant FORJAS issued a voluntary recall that included the model of the subject gun after similar safety defects were alleged.

90. On July 22, 2016, *four days prior to the incident subject of this complaint*, the U.S. District Court for the Southern District of Florida approved the class action settlement

subject of the voluntary recall.

91. Defendant FORJAS failed to warn Plaintiff of the subject gun's propensity to discharge unexpectedly without pulling the trigger with the gun's safety devices engaged.

92. Defendant FORJAS failed to warn Plaintiff that the subject gun could discharge even with the Manual Safety Lever engaged in the "SAFE" position.

93. Defendant FORJAS failed to warn Plaintiff that the subject gun could discharge even with the firing pin block engaged.

94. Defendant FORJAS failed to warn Plaintiff that the subject gun could discharge even with the decocker safety engaged.

95. Defendant FORJAS failed to warn Plaintiff that the subject gun could discharge when the trigger was locked.

96. Plaintiff operated the subject gun in a reasonable and foreseeable manner, and consistent with the instructions provided by Defendant FORJAS in the operator's manual for the gun.

97. Plaintiff had no knowledge of any defective conditions with respect to the subject gun, its safety devices, or its propensity for discharging while all safety mechanisms were supposedly activated and/or engaged.

98. The subject gun was then in a defective and unreasonably condition when put to a reasonably anticipated use.

99. Defendant FORJAS failed to provide an adequate warning to the danger of use of the subject gun which was known or should have been known to be defective, and the failure to warn made the subject gun unreasonably dangerous to Plaintiff.

100. As a direct and proximate cause of Defendant FORJAS' failure to warn Plaintiff of the propensity of the subject gun to discharge, even when the Manual Safety lever was activated and engaged, Plaintiff has suffered permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

101. Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant FORJAS TAURUS, S.A., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT VII
NEGLIGENT FAILURE TO WARN AGAINST DEFENDANT TAURUS

102. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporates them herein.

103. At all times material, Defendant TAURUS had knowledge that the subject gun and others of that product line was/were defective in that the gun would discharge bullets despite having the safety features engaged, and Defendant TAURUS' knowledge of the defects in the gun were superior to that of Plaintiff or other users and consumers.

104. Defendant TAURUS was aware or should have been aware of other instances where guns of the same design and model of Plaintiff's gun had discharged while the safety mechanisms were engaged.

105. On or around October 14, 2015, secondary to the filing of a class action lawsuit against this defendant, Defendant TAURUS issued a voluntary recall that included

the model of the subject gun after similar safety defects were alleged.

106. On July 22, 2016, *four days prior to the incident subject of this complaint*, the U.S. District Court for the Southern District of Florida approved the class action settlement subject of the voluntary recall.

107. Defendant TAURUS negligently failed to warn Plaintiff of the subject gun's propensity to discharge unexpectedly without pulling the trigger with the gun's safety devices engaged.

108. Defendant TAURUS negligently failed to warn Plaintiff that the subject gun could discharge even with the Manual Safety Lever engaged in the "SAFE" position.

109. Defendant TAURUS negligently failed to warn Plaintiff that the subject gun could discharge even with the firing pin block engaged.

110. Defendant TAURUS negligently failed to warn Plaintiff that the subject gun could discharge even with the decocker safety engaged.

111. Defendant TAURUS negligently failed to warn Plaintiff that the subject gun could discharge when the trigger was locked.

112. Plaintiff operated the subject gun in a reason and foreseeable manner, and consistent with the instructions provided by Defendant TAURUS in the operator's manual for the gun.

113. Plaintiff had no knowledge of any defective conditions with respect to the subject gun, its safety devices, or its propensity for discharging while all safety mechanisms were supposedly activated and/or engaged.

114. Plaintiff had no reason whatsoever to know or suspect that the gun was

unreasonably dangerous to the Plaintiff when being used in its intended manner.

115. Defendant TAURUS owed a duty of reasonable care to Plaintiff to warn of the above alleged dangers and dangerous and defective conditions. The failure to warn made the subject gun unreasonably dangerous to Plaintiff and other users and consumers.

116. Defendant TAURUS failed to act reasonably and expeditiously to correct the defects in the gun's design and manufacture, and to correct the dangerous conditions of the subject gun.

117. Defendant TAURUS failed to act reasonably and expeditiously to warn users and consumers of the subject gun and guns of the same model, design and manufacture of the dangerous conditions of the gun.

118. Defendant TAURUS breached its duty of care to the Plaintiff by failing to warn Plaintiff and other users and consumers of the dangerous condition of the subject gun and guns of the same model, design and manufacture.

119. As a direct and proximate cause of Defendant TAURUS' failure to warn Plaintiff of the propensity of the subject gun to discharge, even when the Manual Safety lever was activated and engaged, Plaintiff has suffered permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

120. Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant TAURUS INTERNATIONAL MANUFACTURING, INC., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT VIII
NEGLIGENT FAILURE TO WARN AGAINST DEFENDANT FORJAS

121. Plaintiffs reallege the allegations of paragraphs 1 through 23 above and incorporates them herein.

122. At all times material, Defendant FORJAS had knowledge that the subject gun and others of that product line was/were defective in that the gun would discharge bullets despite having the safety features engaged, and Defendant FORJAS' knowledge of the defects in the gun were superior to that of Plaintiff or other users and consumers.

123. Defendant FORJAS was aware or should have been aware of other instances where guns of the same design and model of Plaintiff's gun had discharged while the safety mechanisms were engaged.

124. On or around October 14, 2015, secondary to the filing of a class action lawsuit against this defendant, Defendant TAURUS issued a voluntary recall that included the model of the subject gun after similar safety defects were alleged.

125. On July 22, 2016, *four days prior to the incident subject of this complaint*, the U.S. District Court for the Southern District of Florida approved the class action settlement subject of the voluntary recall.

126. Defendant FORJAS negligently failed to warn Plaintiff of the subject gun's propensity to discharge unexpectedly without pulling the trigger with the gun's safety devices engaged.

127. Defendant FORJAS negligently failed to warn Plaintiff that the subject gun could discharge even with the Manual Safety Lever engaged in the "SAFE" position.

128. Defendant FORJAS negligently failed to warn Plaintiff that the subject gun could discharge even with the firing pin block engaged.

129. Defendant FORJAS negligently failed to warn Plaintiff that the subject gun could discharge even with the decocker safety engaged.

130. Defendant FORJAS negligently failed to warn Plaintiff that the subject gun could discharge when the trigger was locked.

131. Plaintiff operated the subject gun in a reason and foreseeable manner, and consistent with the instructions provided by Defendant FORJAS in the operator's manual for the gun.

132. Plaintiff had no knowledge of any defective conditions with respect to the subject gun, its safety devices, or its propensity for discharging while all safety mechanisms were supposedly activated and/or engaged.

133. Plaintiff had no reason whatsoever to know or suspect that the gun was unreasonably dangerous to Plaintiff when being used in its intended manner.

134. Defendant FORJAS owed a duty of reasonable care to Plaintiff to warn of the above alleged dangers and dangerous and defective conditions. The failure to warn made the subject gun unreasonably dangerous to Plaintiff and other users and consumers.

135. Defendant FORJAS failed to act reasonably and expeditiously to correct the defects in the gun's design and manufacture, and to correct the dangerous conditions of the subject gun.

136. Defendant FORJAS failed to act reasonably and expeditiously to warn users and consumers of the subject gun and guns of the same model, design and manufacture

of the dangerous conditions of the gun.

137. Defendant FORJAS breached its duty of care to Plaintiff by failing to warn Plaintiff and other users and consumers of the dangerous condition of the subject gun and guns of the same model, design and manufacture.

138. As a direct and proximate cause of Defendant FORJAS' failure to warn Plaintiff of the propensity of the subject gun to discharge, even when the Manual Safety lever was activated and engaged, Plaintiff has suffered permanent physical and economic injuries, which include pain and suffering, disfigurement, disability, loss of capacity for the enjoyment of life, past and future medical, hospital, surgical, and rehabilitative expenses.

139. Plaintiff's injuries are permanent and continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendant FORJAS TAURUS, S.A., for damages, plus costs, such interest and attorneys fees as may be allowed by law, and demands trial by jury of all issues so triable.

COUNT IX
VICARIOUS LIABILITY

140. Plaintiffs reallege and readopt paragraphs 1 through 23 as if fully set forth herein and further alleges that:

141. At all times material, Defendant TAURUS and Defendant FORJAS were engaged in a joint venture, apparent agency and/or alter ego relationship, and accordingly each Defendant is liable for the acts and omissions of the other.

142. As such, Defendant TAURUS is vicariously liable for the matters asserted in paragraphs 40 through 55, paragraphs 61 through 65, paragraphs 84 through 101, and

paragraphs 121 through 139, while Defendant FORJAS is vicariously liable for the matters asserted in paragraphs 24 through 39, paragraphs 56 through 60, paragraphs 66 through 83, and paragraphs 102 through 120.

WHEREFORE, Plaintiffs demand judgment against each Defendant for damages in excess of the minimal jurisdictional limits of this Court, as well as post-judgment interest as allowed by law, costs in bringing this action as allowed by law and demands trial by jury of all issues so triable.

COUNT X
CONSORTIUM CLAIM OF PLAINTIFF JESSICA POLAND
AGAINST DEFENDANT TAURUS

143. Plaintiff JESSICA POLAND re-alleges and re-adopts paragraphs 1 through 142 as if fully set forth herein and further alleges that:

144. At all times material, Plaintiff JESSICA POLAND was and is the wife of Plaintiff GEORGE POLAND.

145. Plaintiff JESSICA POLAND has had to devote herself exclusively to the care and treatment of her husband due to the injuries he sustained at the hands of the Defendants.

146. As a direct and proximate cause of Defendant TAURUS' strict liability and/or negligence as set forth in Paragraphs 1 through 142, Plaintiff JESSICA POLAND, as the wife of Plaintiff GEORGE POLAND, has sustained a loss of consortium and has had to incur costs for medical care and treatment of her husband, as well as other expenses that would not have been incurred or spent but for the strict liability and/or negligence of the

Defendant as set forth herein.

WHEREFORE, Plaintiff JESSICA POLAND demands judgment against Defendant TAURUS INTERNATIONAL MANUFACTURING, INC., for damages in excess of the minimal jurisdictional limits of this Court, as well as post-judgment interest as allowed by law, costs in bringing this action as allowed by law and demands trial by jury of all issues so triable.

COUNT XI
CONSORTIUM CLAIM OF PLAINTIFF JESSICA POLAND
AGAINST DEFENDANT FORJAS

147. Plaintiff JESSICA POLAND re-alleges and re-adopts paragraphs 1 through 142 as if fully set forth herein and further alleges that:

148. At all times material, Plaintiff JESSICA POLAND was and is the wife of Plaintiff GEORGE POLAND.

149. Plaintiff JESSICA POLAND has had to devote herself exclusively to the care and treatment of her husband due to the injuries he sustained at the hands of the Defendants.

150. As a direct and proximate cause of Defendant FORJAS' strict liability and/or negligence as set forth in Paragraphs 1 through 142, Plaintiff JESSICA POLAND, as the wife of Plaintiff GEORGE POLAND, has sustained a loss of consortium and has had to incur costs for medical care and treatment of her husband, as well as other expenses that would not have been incurred or spent but for the strict liability and/or negligence of the Defendant as set forth herein.

WHEREFORE, Plaintiff JESSICA POLAND demands judgment against Defendant FORJAS TAURUS, S.A., for damages in excess of the minimal jurisdictional limits of this Court, as well as post-judgment interest as allowed by law, costs in bringing this action as allowed by law and demands trial by jury of all issues so triable.

DATED this 19th day of April, 2017.

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