

NAME OF PLAINTIFF

V.

NO.

NAME OF DEFENDANT

I.

II.

III.

On _____, 20_____, the plaintiff, _____, while in _____ County, _____, at her place of employment with _____, at _____, suffered severe respiratory injuries, and other injuries, when utilizing _____, a product manufactured by _____, distributed by _____, now _____, and sold and delivered by _____, _____, and _____ to plaintiff's employer, _____, as governed by The Board. Said product was sold and delivered to _____ in the State of _____. Said injuries include, but are not limited to, the following:

1. chemical bronchitis with bronchospasm;
2. difficulty breathing;
3. chronic bronchitis;
4. potential for infection due to inhalant;
5. continuous coughing and wheezing;
6. burning throat and eyes;
7. allergic reactions;
8. chemical gas inhalation; and,
9. respiratory distress.

IV.

When the product was sold and used by plaintiff, _____, it was in a defective condition unreasonably dangerous to the consumer. Despite the product's defective condition, defendants negligently represented to plaintiff, _____ a housecleaner employed with _____, that she could use

_____ with other cleansers, and that the product contained no harmful chemicals.

Plaintiff, while in the course and scope of her employment with _____, used _____ at the direction of defendants and was overcome with toxic fumes, causing her injury. Defendants, _____ and The Board, breached their implied contract with the plaintiff to provide her with a safe place to work and, further, breached their employment contract with plaintiff by terminating her due to health conditions caused by the toxic fumes and because she was required to wear protective clothing which her employer prohibited.

V.

As a proximate cause of the defendants' negligence and wantonness, breach of implied warranty of merchantability, breach of implied warranty of fitness, breach of express warranty, breach of contract, failure to warn, and under the doctrine of strict liability, the defendants are liable to the plaintiff, _____, for the following damages:

1. medical bills;
2. loss of past and future wages;
3. pain and suffering;
4. permanent respiratory injuries;
5. mental anguish;
6. future pain and suffering; and,
7. psychological injuries and emotional distress.

As a proximate cause of the defendants' negligence and wantonness, breach of implied warranty of merchantability, breach of implied warranty of fitness, breach of express warranty, breach of contract, failure to warn, and under the doctrine of strict liability, the defendants are liable to the plaintiff, _____, for loss of consortium damages.

WHEREFORE, PREMISES CONSIDERED, the plaintiffs demand judgment against the defendants, _____, _____, _____, _____, _____ and The Board, jointly and severally, in the amount of \$00.00 compensatory damages, and the sum of \$00.00, punitive damages, post-judgment interests, pre-judgment interests, attorneys' fees, and all costs of this action.

RESPECTFULLY SUBMITTED, this the _____ day of _____, 20_____.

BY:

OF COUNSEL

MSB # _____
MSB # _____
MSB # _____
