

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Brenda Motts, as Personal  
Representative of the Estate  
of Deana G. Motts, deceased,

Plaintiff,

vs.

IN THE COURT OF COMMON PLEAS

C.A. NO.: ~~96~~CP-42-1460  
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COMPLAINT  
(Jury Trial Demanded)



distributed by Defendant Mohasco. That the deceased resided with Plaintiff in the family home.

6. That thereafter, on or about December 12, 1995, the Avon sofa was present in the den of the Motts' family home when said sofa was exposed to a small open flame ignition source. That immediately thereafter, the fire rapidly grew in size and intensity and spread to other areas of the Motts' home, including those areas which contained hardwood/plywood paneling as an interior finish.

7. That the fire grew in intensity and spread so rapidly as it raced through the home that the decedent was not able to escape without losing her life.

which the fire in Plaintiff's residence spread and grew to dramatic proportions, the decedent was killed. Her statutory beneficiaries have lost her financial contribution and support, loss of her comfort and society, aide and companionship, have endured mental anguish, grief and sorrow over her loss. That the estate has incurred funeral and related expenses associated with her death and

FOR A FIRST CAUSE OF ACTION

(Strict Liability)

10. That the Plaintiff incorporates the allegations contained

in Paragraphs 1 through 7 above where not inconsistent herewith as if fully repeated herein.

11. That the Defendants are engaged in the business of manufacturing, distributing and selling upholstered furniture products, including the Avon Model/Style Number 4-6733 sofa which is the subject of this action.

12. That the subject Avon Model/Style Number 4-6733 sofa did reach the Plaintiff without substantial change in the condition in

which it was sold.

13. That Plaintiff alleges that the Avon Model/Style Number 4-6733 sofa was, at the time of manufacture and sale, in a defective condition, unreasonably dangerous to the user or consumer or to his property in the following, and other particulars, to wit:

a. In possessing physical properties of excessive flammability in the event the sofa is exposed to a small ignition source;

b. In failing to possess fire retardants and/or fire resistive liners around polyurethane foam and/or other

petroleum based components of the sofa to retard the rate of

c. In failing to contain adequate warnings to users and consumers of the physical properties of excessive flammability and toxicity;

d. In failing to incorporate flame resistant covering material; and

e. In possessing physical properties permitting

emission of toxic chemicals and gasses capable of causing serious injury or death when exposed to small ignition sources.

14. That as a direct and proximate result of the defective

and unreasonably dangerous condition of the sofa, the Plaintiff's

estate and her statutory beneficiaries sustained the damages and injuries as set forth in Paragraphs 8 and 9 of the Complaint when,

FOR A SECOND CAUSE OF ACTION  
(Negligence and Recklessness)

16 That the Plaintiff demonstrates the allegations contained

in Paragraphs 1 through 13 above where not inconsistent herewith as  
if fully repeated herein.

17. That the Defendants owe a duty of due care to the

Plaintiff's decedent to manufacture, distribute, market and sell

In failure to adequately test its equipment

19. That as a direct and proximate result of the reckless and negligent acts of the Defendants, the estate and statutory beneficiaries have sustained the damages as alleged in Paragraphs 8 and 9 of the Complaint. Plaintiff is informed and believes that she is entitled to judgment against the Defendants for wrongful death and survival in an amount of actual and punitive damages as

(Implied Warranty)

20. That Plaintiff incorporates the allegations contained in Paragraphs 1 through 7 as if fully repeated herein.

21. That the Defendants Mohasco and Rhodes are sellers within the meaning of the Uniform Commercial Code as enacted in Title 36 of the South Carolina Code of Laws.

22. That the Defendant Mohasco did distribute and sell to

exposed to a small open flame ignition source. That immediately thereafter, the fire rapidly grew in size and intensity and spread to other areas of the Motts' home, including those areas which contained hardwood/plywood paneling as an interior finish.

25. That the fire grew in intensity and spread so rapidly as it raced through the home that the Plaintiff's decedent was not able to escape the burning home and met her demise there.

26. That Plaintiff is informed and believes that Defendants breached their implied warranty of merchantability and that said

breach proximately caused the injuries and damages sustained by the

estate and statutory beneficiaries as alleged in Paragraphs 8 and

27. That Plaintiff is informed and believes that she is entitled to judgment against the Defendants for wrongful death and