

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

WESLEY and TIFANI TAYLOR, as Parents,
Natural Guardians, and Next Friends of
Presley Taylor, a minor,

Plaintiffs,

v.

AIRXCEL, INC., d/b/a SUBURBAN
MANUFACTURING COMPANY;
FOREST RIVER MANUFACTURING, LLC,
d/b/a SANDPIPER;
DANDY R.V. SUPERSTORE, INC. f/k/a
DANDY R.V., INC.;
CAMPING WORLD, INC. d/b/a CAMPING
WORLD OF OXFORD f/k/a DANDY
R.V. SUPERSTORE, INC.; and
RV WORLD OF GEORGIA, LLC,

Defendants.

Civil Action No.

COMPLAINT AND DEMAND FOR JURY TRIAL

1. This is a strict liability and personal injury action arising from an incident on March, 16, 2015, wherein eighteen (18) month-old Presley Taylor sustained severe burns and permanent disfigurement from a defectively designed and/or manufactured range cover that was improperly inspected, serviced, installed, and sold to Wesley and Tifani Taylor.
2. The subject incident occurred in Katy, Texas. Because the incident giving rise to this action occurred in Texas, but this action is properly filed in this forum of Georgia, this action is brought pursuant to the procedural law of the State of Georgia as the forum state, but Plaintiffs expect that the Court may apply the substantive law of Texas, where the incident occurred, to some or all of the claims alleged herein, except to the extent the law of Texas contravenes the public policy of the state of Georgia or as Georgia substantive law may

otherwise be deemed to apply, pursuant to the doctrine of *lex loc delicti*. Given that choice of law and application of law will ultimately be the decision of the Court, Plaintiffs simply wish to make it clear in their Complaint that they are pleading these claims under both the law of Georgia, to the extent Georgia law is ultimately determined applicable by the Court, and under the law of Texas, to the extent that Texas law is ultimately determined applicable by the Court.

I. PARTIES AND JURISDICTION

3. Plaintiffs are residents of the State of Georgia. They submit to the jurisdiction and venue of this Court.
4. Defendant Forest River Manufacturing, LLC, d/b/a Sandpiper is a foreign business entity incorporated in Indiana with its principal place of business in Indiana. At all times time relevant to this Complaint, Forest River was in the business of designing, building, and selling recreational vehicles, including the subject RV described herein. This court has personal jurisdiction over Forest River because it regularly transacts business and derives profits from business activities in Georgia and maintains a registered agent in Georgia, Corporation Service Company, 40 Technology Pkwy South #300, Norcross, Georgia. Forest River may be served through its registered agent in Georgia, or by any other method prescribed by the Civil Practice Act. Venue is proper as to Forest River because it is a joint tortfeasor with other Defendants, one or more of which are residents of Fulton County.
5. Defendant Airxcel, Inc., is a foreign business entity incorporated in Delaware with its principal place of business in Kansas. At all times time relevant to this Complaint, Airxcel was in the business of designing, building, and selling ranges, cooktops, and range covers for recreational vehicles, including the subject range cover described herein. This court

has personal jurisdiction over Airxcel because it regularly transacts business and derives profits from business activities in Georgia and maintains a registered agent in Georgia, CT Corporation, 1201 Peachtree St., NE, Atlanta, GA 30361. Airxcel may be served through its registered agent in Georgia, or by any other method prescribed by the Civil Practice Act. Venue is proper as to Airxcel because it maintains a registered agent in Fulton County.

6. Defendant Dandy R.V. Superstore, Inc., f/k/a Dandy, R.V., Inc., is a foreign business entity incorporated in Alabama with its principal place of business in Alabama. At all times time relevant to this Complaint, Dandy R.V. was in the business of selling and servicing recreational vehicles, including the subject RV described herein. This court has personal jurisdiction over Dandy R.V. because it regularly transacts business and derives profits from business activities in Georgia. Dandy R.V. may be served pursuant to Georgia's long arm statute, § 9-10-90 *et seq.*, through its registered agent Tammy Cooley, who is located at 8827 Parkway East, Birmingham, AL 35206. Venue is proper as to Dandy R.V. because it is a joint tortfeasor with other Defendants, one or more of which are residents of Fulton County.

7. Defendant Camping World, Inc., d/b/a Camping World of Oxford f/k/a Dandy R.V. Superstore is a foreign business entity incorporated in Kentucky with its principal place of business in Kentucky. At all times relevant to this Complaint, Camping World was in the business of selling and servicing recreational vehicles, including the subject RV described herein. This court has personal jurisdiction over Camping World because it regularly transacts business and derives profits from business activities in Georgia and maintains a registered agent in Georgia, CT Corporation, 1201 Peachtree St., NE, Atlanta, GA 30361. Camping World may be served through its registered agent in Georgia, or by any other

method prescribed by the Civil Practice Act. Venue is proper as to Camping World because it maintains a registered agent in Fulton County.

8. Defendant RV World of Georgia is a domestic business entity. At all times time relevant to this Complaint, RV World was in the business of selling and servicing recreational vehicles, including the subject RV described herein. This court has personal jurisdiction over RV World because it is a resident of Georgia and maintains a registered agent in Georgia, William D. Rhoads, 200 Old Coca Cola Building, 301 Green St., NW, Gainesville, GA. RV World may be served through its registered agent in Georgia, or by any other method prescribed by the Civil Practice Act. Venue is proper as to Forest River because it is a joint tortfeasor with other Defendants, one or more of which are residents of Fulton County.
9. Venue is not proper in any federal district court because complete diversity of citizenship between the parties is lacking.

II. OPERATIVE FACTS

A. The Subject RV and its Bi-Fold Range Cover

10. The Subject RV is a 2013 Sandpiper Model 366FL Fifth Wheel Travel Trailer, bearing VIN number 4X4FSAN22DJ027098.
11. Defendant Forest River designed, developed, manufactured, tested, packaged, advertised, marketed, distributed, and sold the subject RV.

12. At the time of its original sale, the Subject RV was equipped with a range, cook top, and bi-fold range cover as depicted here in the down and upright positions, respectively:



13. Defendant Airxcel designed, developed, manufactured, tested, packaged, advertised, marketed, distributed, and sold the subject bi-fold range cover.

14. Defendant Airxcel provided the bi-fold range cover to Defendant Forest River for installation in the subject RV.

15. Defendant Airxcel installed the subject bi-fold range cover in the subject RV.

16. Defendant Forest River installed the subject bi-fold range cover in the subject RV.

17. Defendant Dandy R.V. installed the subject bi-fold range cover in the subject RV.

18. Defendant Camping World installed the subject bi-fold range cover in the subject RV.

19. Defendant RV World installed the subject bi-fold range cover in the subject RV.

20. The subject range cover is designed to provide additional counter space with the range is not in use and serve as a splash guard when opened.

21. The subject bi-fold range is designed to open and close through a hinge mechanism on both sides of the cover. When properly installed, the hinge arm locks into the hinge bracket to prevent the range cover from falling while in the raised position as depicted in this installation manual:

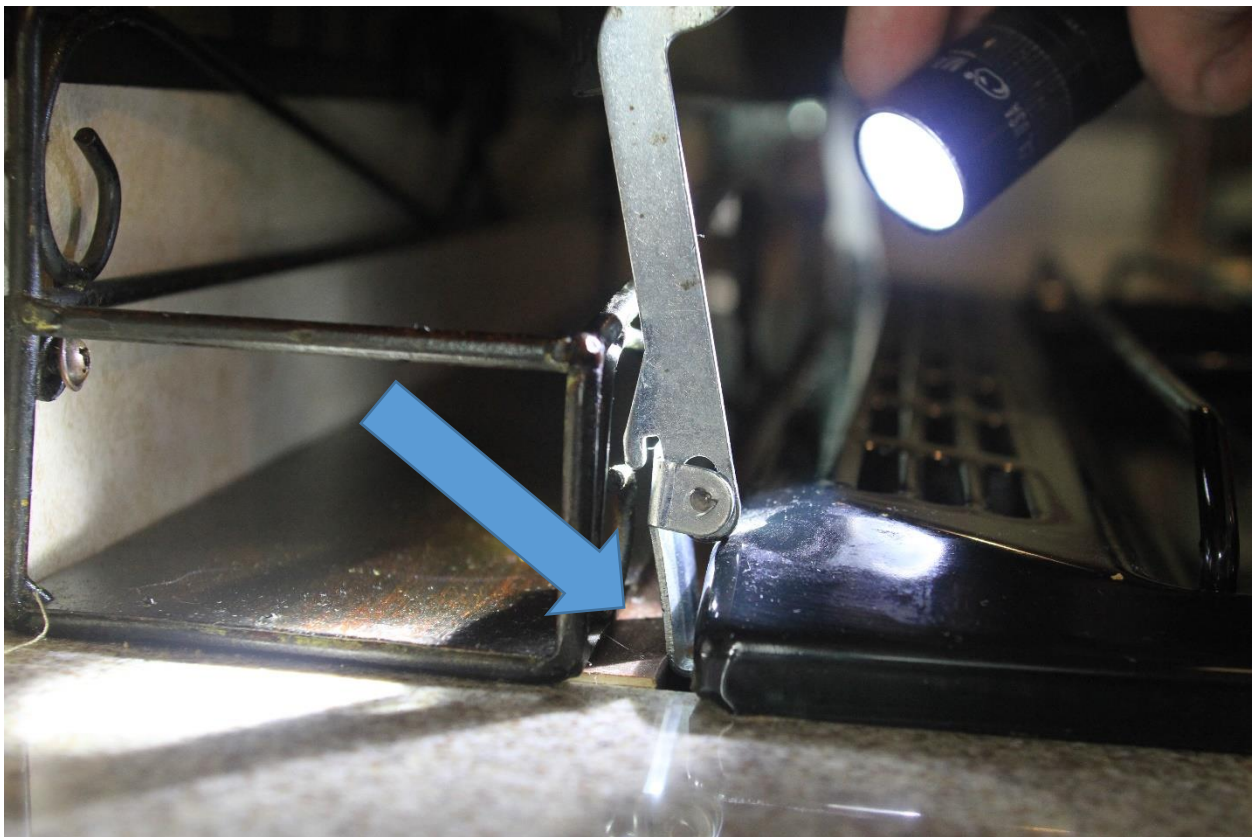


22. The subject bi-fold range cover has instructions for raising and lowering the cover posted on its surface. Those instructions state:

COVER MUST BE IN THE FULL OPEN UPRIGHT POSITION AND HINGE ARMS LOCKED IN PLACE WHEN ANY TOP BURNER IS IN OPERATION.

TO CLOSE COVER: LIFT COVER UP AND OFF OF HINGE BRACKETS. FOLD FORWARD AND LOWER TO THE CLOSED POSITION.

23. There were no instructions regarding proper cabinetry dimensions for mounting the range and cooktop in a way that would not interfere with the hinge arm.
24. There were no warnings stating that improper installation or improper cabinetry dimensions could cause interference with the hinge arm and lead to injury.
25. In the subject RV, the subject bi-fold range cover was not properly installed.
26. The subject bi-fold range cover was installed in a manner that the hinge arm could not lower into the hinge bracket as intended. Specifically, the cabinetry used for mounting the range and cooktop is too large for a flush fit without bending or otherwise interfering with the hinge arm:



27. All 2013 Sandpiper Model 366FL recreational vehicles equipped with the same model of stove and bi-fold range cover have the same defect.

28. This dangerous condition causes the subject bi-fold range cover to appear to lock in place even though the hinge arms are not properly seated.
29. During normal and foreseeable use, the subject bi-fold range will not remain in the upright position and will instead fall back to a closed or partially closed position.
30. The subject RV was originally sold by Defendant Dandy RV and/or Camping World.
31. At the time Defendant Dandy RV and/or Camping World sold the subject RV, Defendants Dandy RV and/or Camping World knew or should have known of the dangerous condition of the subject bi-fold range cover.
32. At some point thereafter, the subject RV was sold and acquired by Defendant RV World.
33. On or about November 15, 2014, Wesley and Tifani Taylor purchased a recreational vehicle from Defendant RV World.
34. At the time RV World sold Plaintiffs the subject RV, RV World knew or should have known of the dangerous condition of the subject bi-fold range cover.

B. The Subject Incident

35. On or about March 16, 2015, Plaintiffs Wesley and Tifani Taylor were staying in the subject RV in Katy, Texas, with their 18-month-old daughter, Presley Taylor.
36. While Wesley was at work, Tifani was in the RV with their daughter Presley.
37. The RV was parked at a campground in a designated area and was properly setup on a suitable level-parking site designated for RVs.
38. As Plaintiff Tifani Taylor was boiling vegetables in a pot on the stove while eighteen (18) month-old Presley Taylor was standing across the kitchen area from the stove in front of the refrigerator:



39. Suddenly and without warning, the bi-fold range cover slammed forward, knocking the pot of boiling water/vegetables off of the stove and splashing boiling liquid onto Presley:



40. Upon information and belief, neither the range, cooktop, or bi-fold range cover had been substantially modified from their initially designed, manufactured, and installed condition at the time of the subject incident.

41. As a proximate result of the design defects and/or improper installation and/or otherwise unreasonably dangerous condition of the subject bi-fold range cover, for which Defendants Airxcel and Forest River are responsible and/or the negligent acts or omissions of Defendants Dandy RV, Camping World, and RV World, Presley Taylor suffered severe personal injuries, permanent disfigurement, and mental pain and suffering, and Plaintiffs suffered damages in the form of medical bills and expenses.

III. DEFENDANTS' LIABILITY

Count One

Airxcel – Strict Products Liability

42. Customer safety should be a top priority for Airxcel.
43. Airxcel designed and manufactured the subject bi-fold range cover.
44. Airxcel was engaged in the business of selling ranges, cook tops, and range covers.
45. The subject bi-fold range cover was defectively designed and manufactured by Defendant Airxcel because during the normal and foreseeable use on March 16, 2015, the bi-fold range cover did not operate as intended and instead remained in the upright position and slammed forward, despite appearing to lock in the upright position.
46. The subject range cover was defectively designed because the risks of the chosen design outweighed the utility of the chosen design, particularly in light of alternative and feasible safer designs available and which were known or should have been known to Airxcel.
47. The subject bi-fold range cover was defective, not merchantable, and not reasonably suited for its intended use at the time it was sold by Airxcel or at the time it left Airxcel's control.
48. The subject bi-fold range cover was expected to reach the user without substantial change in the condition in which it was sold.
49. The subject bi-fold range cover did reach the users, Plaintiffs Wesley Taylor and Tiffani

Taylor, without substantial change in the condition in which it was sold.

50. Presley Taylor was a person who would reasonably be expected to be affected by the defective bi-fold range cover, and at all times, Plaintiff Tiffani Taylor used the bi-fold range cover in a reasonably foreseeable manner.
51. As a direct and proximate result of the defective bi-fold range cover, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.
52. As a direct and proximate result of the defective bi-fold range cover, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future.

Count Two
Airxcel - Negligence

53. Defendant Airxcel was negligent in designing and manufacturing the subject bi-fold range cover because Airxcel failed to exercise reasonable care to prevent the product from creating an unreasonable risk of harm to a person who might reasonably be expected to use or be affected by the product while it was being used in the manner Airxcel might reasonably have expected.
54. In particular, Defendant Airxcel was negligent because the subject bi-fold range cover was designed and/or manufactured in such a way that the range cover would slam down while the stovetop was in use, despite having the appearance that it was safely locked in an upright position.
55. Defendant Airxcel was negligent because it failed to provide adequate instructions for proper cabinetry dimensions and installation instructions for mounting the range and

cooktop in a way that would not interfere with the range top's hinge arm.

56. Defendant Airxcel was negligent because it failed to adequately warn of the dangers associated with an impeded hinge arm.

57. Defendant Airxcel had actual knowledge that the subject bi-fold range cover was an improper fitment for the subject RV, but failed to modify the design and/or warn Forest River of the problem.

58. As a direct and proximate cause of Airxcel's negligence, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.

59. As a direct and proximate cause of Airxcel's negligence, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future.

Count Three
Forest River – Strict Liability

60. Customer safety should be a top priority for Forest River.

61. Forest River designed and manufactured the subject RV, which was equipped with the subject bi-fold range cover.

62. At all times relevant to this complaint, Forest River was engaged in the business of selling recreational vehicles equipped with ranges, cook tops, and range covers.

63. The subject RV was defectively designed and manufactured by Defendant Forest River because during the normal and foreseeable use on March 16, 2015, the bi-fold range cover did not operate as intended and instead remained in the upright position and slammed forward, despite appearing to lock in the upright position.

64. The subject RV was defectively designed because the risks of the chosen design outweighed the utility of the chosen design, particularly in light of alternative and feasible safer designs available and which were known or should have been known to Forest River.
65. Specifically, Forest River used a piece of wood framing – a spice rack filler board – measuring 20.5” inches long by 4.125” inches wide. Had Forest River used a 3.5” inch wide board in the subject RV – and all other RVs of the same make and model – the subject incident would not have happened.
66. The subject RV was defective, not merchantable, and not reasonably suited for its intended use at the time it was sold by Forest River or at the time it left Forest River’s control.
67. The subject RV was expected to reach the user without substantial change in the condition in which it was sold.
68. The subject RV did reach the users, Plaintiffs Wesley Taylor and Tiffani Taylor, without substantial change in the condition in which it was sold.
69. Presley Taylor was a person who would reasonably be expected to be affected by the defective RV, and at all times, Plaintiff Tiffani Taylor used the subject RV in a reasonably foreseeable manner.
70. As a direct and proximate result of the defective RV, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.
71. As a direct and proximate result of the defective RV, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future.

Count Four
Forest River - Negligence

72. Defendant Forest River is liable for negligently installing the subject bi-fold range cover in the subject RV.
73. Defendant Forest River is liable for negligently installing improper cabinetry in the subject RV which prevented the subject bi-fold range cover from staying locked in the upright position.
74. As an experienced RV manufacturer, installer of RV appliances, and installer of RV cabinetry, Defendant Forest River knew or should have known of the dangerous condition of the subject bi-fold range cover.
75. At the time the subject RV was sold by Forest River or at the time it left Forest River's control, it was reasonably foreseeable to Forest River that subsequent operators and/or passengers of the subject RV and bi-fold range cover could be injured by the dangerous condition of the bi-fold range cover.
76. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Forest River failed to warn that the bi-fold range cover was defective.
77. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Forest River failed to warn that the bi-fold range cover was improperly installed in the subject RV.
78. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Forest River failed to warn that the bi-fold range cover was unsafe for use.

79. As a direct and proximate result of Forest River's negligence, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.
80. As a direct and proximate result of Forest River's negligence, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future.

Count Five
Dandy RV - Negligence

81. The top priority for Defendant Dandy RV should be customer safety, and that includes informing consumers of the dangers of defective, improperly installed, and/or unsafe RVs and RV appliances, like the subject bi-fold range cover.
82. Defendant Dandy RV is involved in the sale, inspection, repair, and maintenance of RVs.
83. Defendant Dandy RV is involved in the installation and maintenance of appliances in RVs.
84. Defendant Dandy RV, as an experienced RV dealer and installer of RV appliances, knew or should have known about the dangers of the subject bi-fold range cover.
85. At the time it sold the subject RV, it was reasonably foreseeable to Defendant Dandy RV that subsequent operators and/or passengers of the subject RV and bi-fold range cover could be injured by the dangerous condition of the bi-fold range cover.
86. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Dandy RV failed to warn that the bi-fold range cover was defective.
87. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Dandy RV failed to warn that the bi-fold range cover was improperly installed in the subject RV.

88. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Dandy RV failed to warn that the bi-fold range cover was unsafe for use.
89. As a direct and proximate result of Dandy RV's negligence, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.
90. As a direct and proximate result of Dandy RV's negligence, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future

Count Six
Camping World - Negligence

91. The top priority for Defendant Camping World should be customer safety, and that includes informing consumers of the dangers of defective, improperly installed, and/or unsafe RVs and RV appliances, like the subject bi-fold range cover.
92. Defendant Camping World is involved in the sale, inspection, repair, and maintenance of RVs.
93. Defendant Camping World is involved in the installation and maintenance of appliances in RVs.
94. Defendant Camping World, as an experienced RV dealer and installer of RV appliances, knew or should have known about the dangers of the subject bi-fold range cover.
95. At the time it sold the subject RV, it was reasonably foreseeable to Defendant Camping World that subsequent operators and/or passengers of the subject RV and bi-fold range cover could be injured by the dangerous condition of the bi-fold range cover.

96. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Camping World failed to warn that the bi-fold range cover was defective.
97. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Camping World failed to warn that the bi-fold range cover was improperly installed in the subject RV.
98. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant Camping World failed to warn that the bi-fold range cover was unsafe for use.
99. As a direct and proximate result of Camping World's negligence, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.
100. As a direct and proximate result of Camping World's negligence, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future

Count Seven
RV World - Negligence

101. The top priority for Defendant RV World should be customer safety, and that includes informing consumers of the dangers of defective, improperly installed, and/or unsafe RVs and RV appliances, like the subject bi-fold range cover.
102. Defendant RV World is involved in the sale, inspection, repair, and maintenance of RVs.
103. Defendant RV World, as an experienced RV dealer and installer of RV appliances,

knew or should have known about the dangers of the subject bi-fold range cover.

104. At the time it sold the subject RV, it was reasonably foreseeable to Defendant RV World that subsequent operators and/or passengers of the subject RV could be injured by the dangerous condition of the bi-fold range cover.

105. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant RV World failed to warn that the bi-fold range cover was improperly installed in the subject RV.

106. Despite its superior knowledge about RVs and RV appliances, including the subject bi-fold range cover, Defendant RV World failed to warn that the bi-fold range cover was unsafe for use.

107. As a direct and proximate result of RV World's negligence, Presley Taylor sustained catastrophic injuries and damages, including mental and physical pain and suffering, and disfigurement. These injuries are permanent in nature, and Presley Taylor will suffer future mental and physical pain and suffering, and future disfigurement.

108. As a direct and proximate result of RV World's negligence, Plaintiffs Wesley Taylor and Tiffany Taylor, have incurred medical expenses for their daughter, Presley Taylor, and they will continue to incur medical expenses for Presley Taylor in the future.

DAMAGES

109. Plaintiffs seek damages from Defendants in an amount to be determined by the enlightened conscience of a fair and impartial jury and as demonstrated by the evidence, for all elements of compensatory damages—general and special—allowed by law, including damages for past and future medical expenses, mental and physical pain and suffering, permanent disfigurement, loss of enjoyment of life, and any and all other

damages authorized by law.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs pray for the following relief:

- (a) That summons issue requiring Defendants to appear as provided by law to answer this Complaint;
- (b) That Plaintiffs have a trial by jury;
- (c) That Plaintiffs have and recover all damages for all losses compensable under Georgia and/or Texas law as set forth above;
- (d) For attorney's fees pursuant to O.C.G.A. § 13-6-11;
- (e) That all costs be cast against Defendants; and
- (f) For such other and further relief as the Court shall deem just and appropriate.

This 9th day of March, 2017.

THE WERNER LAW FIRM

/s/ Matthew Wetherington
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