

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
CIVIL DIVISION

ANDREW RIGGS

PLAINTIFF

VS.

No.

VAPE CITY ARKANSAS LLC AND
BECARA, LLC D/B/A HOHM TECH

DEFENDANTS

COMPLAINT

Comes now the Plaintiff, Andrew Riggs, (hereinafter referred to as either Andrew Riggs or “Plaintiff”), by and through his attorneys, the Etoch Law Firm, and for his Complaint against the Defendants, Vape City Arkansas LLC and Becara, LLC d/b/a Hohm Tech (hereinafter referred to as either “Vape City” or “Becara” or collectively as “Defendants”), states:

1. This action arises from personal injuries sustained by Plaintiff when a 21700 lithium-ion battery (Subject Battery) unexpectedly exploded on December 19, 2024 (Subject Explosion).

2. Andrew Riggs is now and has always relevant hereto been a resident and citizen of Faulkner County, Arkansas.

3. Upon information and belief, Vape City Arkansas is at all times relevant hereto, a limited liability company engaged in the selling of goods with its principal place of business in Arkansas, which is authorized to do business in Arkansas, and which does do business in Arkansas.

4. At all times relevant hereto, Defendant Vape City maintained a business location in Faulkner County at 813 Oak Street, Suite 1, Conway, Arkansas 72032.

5. Defendant Vape City was and is, at all relevant times, in the business of selling lithium-ion batteries for use in e-cigarette devices, including the Subject Battery, through their retail store located at 813 Oak Street, Suite 1, Conway, Arkansas 72032. Defendant Vape City regularly conducts business in the State of Arkansas, through their actions and those of its employees and agents.

6. Defendant Becara, LLC d/b/a Hohm Tech is the Subject Battery's manufacturer. It is a limited liability company organized under the laws of the State of Wyoming.

7. This Court may properly exercise general personal jurisdiction over Defendant Vape City, in that it is a business existing in and operating under the laws of the State of Arkansas.

8. This Court may properly exercise personal jurisdiction over Defendant Hohm Tech pursuant to Ark. Code § 16-4-101(B), in that it:

- a. regularly conducts business in the State of Arkansas, including the sale of the Subject Battery to Plaintiff in the State of Arkansas;
- b. derives significant revenues from their activities, including the sale and/or use of their products, in the State of Arkansas;
- c. Enters into sales or other contracts with customers located in Arkansas;
- d. Ships 21700 cells and other products directly to Arkansas;
- e. Places its 21700 cells into the stream of commerce knowing they may end up in Arkansas;
- f. Actively and intentionally solicits business from Arkansas customers;
- g. Utilizes Arkansas's roads, highways, and other means of transportation to transport its products;
- h. Serves the Arkansas market for 21700 cells;

- i. Purposefully avails itself to Arkansas by other means as may become known throughout the course of discovery.

9. The events complained of herein occurred in Faulkner County, Arkansas.

10. Venue in Faulkner County is proper pursuant to Ark. Code § 16-60-101(a)(2)(A) and (B), in that Defendant Vape City conducts business operations in Faulkner County, a substantial portion of the events giving rise to Plaintiff's claims occurred here, and Plaintiff is a resident and citizen of Faulkner County.

ALLEGATIONS APPLICABLE TO MORE THAN ONE COUNT

11. Lithium-ion batteries that are commonly used in e-cigarettes, including the Subject Battery, are subject to risk of an event known as thermal runaway, whereby the internal battery temperature can increase to a point of causing the battery to ignite and/or explode, due to defective design and/or manufacture, including the use of low-quality materials.

12. According to the U.S. Fire Administration's 2017 Report on "Electronic Cigarette Fires and Explosions in the United States 2009-2016, the "incidents involving severe injuries occurred while the e-cigarette device was in the victim's mouth, in very close proximity to their face, or in a pocket. This inherent intimacy with the device is what makes the e-cigarette hazard unique among consumer products. No other consumer product that is typically used so close to the human body contains the lithium-ion battery that is the root cause of the incidents."

13. According to that same U.S. Fire Administration Report, "E-cigarettes are different from other electronic consumer devices because the battery is installed in a cylindrical device (the e-cigarette) that has its weakest (structural) point at the ends. When the battery seal (at the end of the battery) ruptures, the pressure within the e-cigarette cylinder builds quickly until it ruptures, usually at the end. As a result of the battery and container failure, one or the other, or both, can be propelled across the room like a bullet or small rocket."

14. That same U.S. Fire Administration Report concluded that "Lithium-ion batteries should not be used in e-cigarettes. While the number of batteries that explode and catch fire is statistically small, the catastrophic nature of the injuries that can occur warrants the use of another battery technology for e-cigarettes."

15. Many lithium-ion batteries are shipped from overseas and placed into the stream of commerce without any knowledge as to what is in them, how they were made, how they can be expected to perform, and/or whether they are safe for consumers.

16. According to a report released by the U.S. Fire Administration in 2017, between 2009 and 2016, there were 195 e-cigarette and fire explosion instances reported to the U.S. Fire Administration, and likely many others that were not reported.

17. Upon information and belief, Defendants knew or should have known about the risks presented by lithium-ion batteries similar to the Subject Battery at issue herein, including the propensity of such batteries to spontaneously and without warning overheat, catch fire and continue burning during normal and foreseeable operating conditions.

18. Upon information and belief, Defendants knew or should have known that lithium-ion batteries were causing injuries to persons and property after spontaneously overheating, catching fire, exploding and/or burning.

19. Despite this knowledge, Defendants specifically market the use of lithium-ion batteries in e-cigarettes and other vaping devices.

20. Further, despite this knowledge, Defendants specifically allow and promote consumers to purchase individual lithium batteries, creating a risk that consumers will be deprived of any information and warnings contained in bulk packaging.

21. Prior to Plaintiff's purchase of the Subject Batteries, Defendant Hohm Tech designed, tested, manufactured, distributed and/or sold the Subject Battery.

22. Prior to Plaintiff's purchase of the Subject Batteries, Defendant Vape City purchased or otherwise obtained the Subject Battery directly from Defendant Hohm Tech or from a distributor or wholesaler John Doe Corporation 1.

23. On November 25, 2024, Plaintiff purchased the Subject Battery from Defendant Vape City at its retail location at 813 Oak Street, Suite 1, Conway, AR 72032.

24. On or about December 19, 2024, Plaintiff placed the Subject Battery in his pocket.

25. While the Subject Battery was in Plaintiff's pocket, the Subject Battery violently and unexpectedly exploded.

26. As a direct and proximate result of the Subject Explosion, including the Defendants' negligent conduct and the defective and unreasonably dangerous condition of the Subject Battery, Plaintiff suffered severe and permanent bodily injuries, including heat and/or chemical burns to his right index finger, right thigh, right leg, and right ankle, resulting in skin grafts and hospitalization.

27. As a direct and proximate result of the Subject Explosion, including Defendants negligent conduct and the defective and unreasonably dangerous condition of the Subject Battery, Plaintiff sustained significant damages in the past, present and future, including reasonable and necessary expenses for medical care and other related expenses incurred in the past and those that will probably be incurred in the future; past and future lost earnings/benefits and lost earning capacity; loss of household services; pain and suffering, both mental and physical; and disfigurement.

COUNT 1

NEGLIGENCE – ALL DEFENDANTS

28. Plaintiff hereby incorporates by reference the allegations set forth in the foregoing paragraphs as if fully set forth herein.

29. At all times relevant hereto, Defendants were actively engaged in the business of designing, testing, manufacturing, marketing, warranting, distributing and/or selling lithium-ion batteries, including the Subject Battery.

30. Prior to the Subject Explosion, Defendants designed, tested, manufactured, marketed, warranted, distributed and/or sold the Subject Battery in the normal course of business, for use by the general public as ultimate consumers.

31. As a battery designer, manufacturer, distributor and/or seller, Defendants knew that users of its batteries would make various use and handling of its batteries, and the extent of injuries from such batteries would frequently be determined by the design and construction of their batteries, including the Subject Battery.

32. Defendants had a duty to the public, including Plaintiff, to exercise reasonable care to design, manufacture, assemble, inspect, test, market, distribute, place into the stream of commerce and sell reasonably safe batteries so as not to subject consumers to an unreasonable risk of harm.

33. Defendants breached their duty to exercise reasonable care in the design, testing, manufacturing and selling of the Subject Battery, in that it employed a method of design and manufacture that created an inherent propensity for thermal runaway resulting in fire and explosion, as well as its failure to provide adequate instructions, warnings and/or other proper

notice to alert users regarding its hazardous nature or the risks of injury from such hazardous nature.

34. As a direct and proximate result of the negligent acts and/or omissions of Defendants, Plaintiff suffered severe and permanent bodily injuries, including heat and/or chemical burns to his right index finger, right thumb, right leg, and right ankle, resulting in skin grafts and hospitalization.

35. As a direct and proximate result of the negligent acts and/or omissions of Defendants, Plaintiff sustained significant damages in the past, present and future, including reasonable and necessary expenses for medical care and other related expenses incurred in the past and those that will probably be incurred in the future; past and future lost earnings/benefits and lost earning capacity; loss of household services; pain and suffering, both mental and physical; and disfigurement.

36. In engaging in the above conduct, Defendants acted maliciously, intentionally, fraudulently, or recklessly, justifying the imposition of punitive damages in an amount sufficient to punish Defendants and to deter Defendants and others from like conduct.

WHEREFORE, Plaintiff prays this Court enter judgment against Defendants for damages in excess of \$75,000, or as will fairly and justly compensate Plaintiff, for punitive damages in such sum as will serve to punish Defendants and deter Defendants and others from engaging in like conduct, together with interest and costs herein incurred, and for such other and further relief as the Court may deem just and proper under the circumstances.

COUNT II

STRICT LIABILITY – ALL DEFENDANTS

37. Plaintiff hereby incorporates by reference the allegations set forth in the foregoing paragraphs as if fully set forth herein.

38. At all times relevant hereto, Defendants were actively engaged in the business of marketing, warranting, distributing and/or selling lithium-ion batteries, including the Subject Battery.

39. Prior to the Subject Explosion, Defendants marketed, warranted, distributed and/or sold the Subject Battery in the normal course of business, for use by the general public as ultimate consumers.

40. At the time of the Explosion, and at the time the Subject Battery left the control of Defendants, the Subject Battery was defective and unreasonably dangerous in its design, manufacture and/or warnings when put to reasonably anticipated use.

41. The Subject Battery was defective and unreasonably dangerous, as those terms are defined in Ark. Code § 16-116-202, due to its inherent propensity for thermal runaway resulting in fire and explosion, as well as its lack of adequate instructions, warnings and/or other proper notice to alert users regarding its hazardous nature or the risks of injury from such hazardous nature.

42. The Subject Battery was expected to and did reach the hands of the consumer, including Plaintiff, without substantial change or modification from its design and manufacture, and was in substantially the same condition on the day of the Explosion as it was when it left the possession and control of Defendants.

43. The Subject Battery was used by Plaintiff in a reasonably anticipated matter.

44. The Explosion was reasonably foreseeable to Defendants.

45. Defendants knew or should have known that the Subject Battery would be used without inspection for defects and represented that it could be safely used and would be fit for the ordinary purposes for which it was purchased.

46. Technologically and commercially feasible alternative designs and methods existed for the Subject Battery which would have eliminated its unreasonably dangerous characteristics and propensities without impairing its usefulness.

47. Had the Subject Battery not possessed the defects and unreasonably dangerous characteristics and propensities described above, the likelihood of the Explosion and Plaintiff's injuries and damages resulting therefrom would have either been eliminated or the injuries and damages would have been significantly mitigated.

48. As a direct and proximate result of the defective condition and unreasonably dangerous nature of the Subject Battery, Plaintiff suffered severe and permanent bodily injuries, including heat and/or chemical burns to his right index finger, right thumb, right leg, and right ankle, resulting in skin grafts and hospitalization.

49. As a direct and proximate result of the defective condition and unreasonably dangerous nature of the Subject Battery, Plaintiff sustained significant damages in the past, present and future, including reasonable and necessary expenses for medical care and other related expenses incurred in the past and those that will probably be incurred in the future; past and future lost earnings /benefits and lost earning capacity; loss of household services;

pain and suffering, both mental and physical; and disfigurement.

50. In engaging in the above conduct, Defendants acted maliciously, intentionally, fraudulently, or recklessly, justifying the imposition of punitive damages in an amount sufficient to punish Defendants and others from like conduct.

WHEREFORE, Plaintiff prays this Court enter judgment against Defendants for damages in excess of \$75,000, or as will fairly and justly compensate Plaintiff, for punitive damages in such sum as will serve to punish Defendants and deter Defendants and others from engaging in like conduct, together with interest and costs herein incurred, and for such other and further relief as the Court may deem just and proper under the circumstances.

JURY DEMAND

51. Plaintiff demands a trial by jury on all issues.

Respectfully submitted,

ETOCH LAW FIRM

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