

September 23 2019 10:54 AM

KEVIN STOCK
COUNTY CLERK
NO: 19-2-10995-1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

CHARLES WILCOXEN, an individual,

No.

Plaintiff,

**COMPLAINT FOR PERSONAL
INJURIES**

vs.

CANNA BRAND SOLUTIONS, LLC, a
Washington State Limited Liability
Company; **CONSCIOUS CANNABIS
LLC**, a Washington State Limited Liability
Company; **CANNANW LLC d/b/a
RAINBOW'S ALOFT**, a Washington
State Limited Liability Company;
**EDGEMONT GROUP LLC d/b/a
LEAFWERX**, a Washington State Limited
Liability Company, **JAYM ENTERPRISES
LLC d/b/a MFused**, a Washington State
Limited Liability Company; **CJ GARDENS
LLC d/b/a JANES GARDEN**, a
Washington State Limited Liability
Company,

Defendants.

The Plaintiff, by and through his attorneys, Lara Herrmann, Mark Lindquist,
Anthony Marsh, and Crystal R. Lloyd of Herrmann Law Group, alleges as follows:

I. NATURE OF ACTION

1.1 Plaintiff seeks compensation for injuries suffered as a result of using
Defendants' products.

COMPLAINT FOR PERSONAL INJURIES- 1

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II. PARTIES

2.1 Charles Wilcoxon, a private individual, brings this action in his own name for injuries and damages he sustained as a result of using Defendants' products.

2.2 Defendant Canna Brand Solutions, LLC ("Canna Brand Solutions") is a Washington State Limited Liability Company.

2.3 Defendant Conscious Cannabis LLC ("Conscious Cannabis") is a Washington State Limited Liability Company.

2.4 Defendant CannaNW LLC d/b/a Rainbow's Aloft ("Rainbow's Aloft") is a Washington State Limited Liability Company.

2.5 Defendant Edgemont Group LLC d/b/a Leafwerx ("Leafwerx") is a Washington State Limited Liability Company.

2.6 Defendant Jaym Enterprises LLC d/b/a MFused ("MFused") is a Washington State Limited Liability Company.

2.7 Defendant CJ Gardens LLC d/b/a Janes Garden ("Janes Garden") [sic] is a Washington State Limited Liability Company.

III. JURISDICTION & VENUE

3.1 The subject incident occurred in Pierce County, Washington.

3.2 Defendants are located in various counties through Washington State. The incidents giving rise to the actions pled in this complaint occurred in Pierce County, Washington.

3.3 This Court has jurisdiction over Defendants because the tort occurred in the State of Washington.

3.4 Venue is proper as the incidents giving rise to the actions pled in this complaint occurred in Pierce County, Washington.

IV. FACTS

4.1 Plaintiff is a 44-year-old man, married with children. He served in the United States Army for 17 years, including Special Forces. He currently serves as a police officer. Until injured by vaping, Plaintiff was a runner. He was active, fit, and healthy.

1 4.2 On or around the month of January, 2018, Plaintiff purchased a vaporizer
2 from a store. Sometimes called “pens” or “batteries,” vaporizers are used to heat and
3 thereby vaporize THC in vape pods or cartridges. THC is the active ingredient in marijuana,
4 containing medicinal and psychoactive elements. Plaintiff believes the vaporizer he
5 purchased and used was manufactured by Ccell, a Chinese corporation.



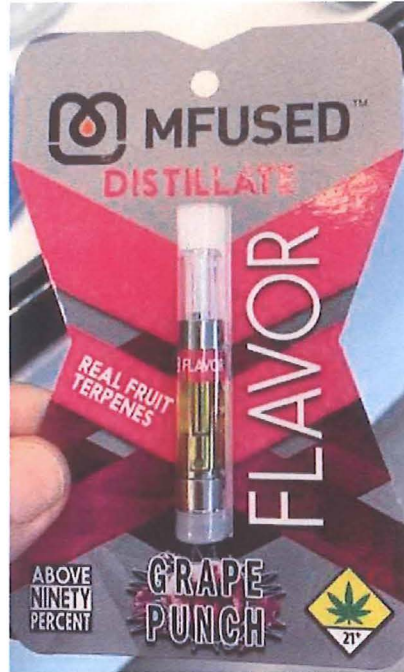
18 4.3 The Chinese government has a consistent history of refusing to enforce
19 judgments from courts in the United States. This allows Chinese companies doing business
20 in the United States to evade liability for harming Americans.

21 4.4 Defendant Canna Brand Solutions is CCell's distributor of “pens”/“batteries”
22 in Washington State.

23 4.5 Vaping marijuana exists in a legal gray area without regulation from the FDA
24 because marijuana is generally banned under federal law. The field is ripe for predatory
25 and dangerous products. This endangers American consumers.

26 4.6 Between January of 2018 and September of 2019, Plaintiff purchased and
27 consumed vape pods containing THC. He purchased these pods from stores and
28

information on the packages indicated the pods were manufactured by Defendants
Conscious Cannabis, Rainbow's Aloft, Leafwerx, MFused, and Janes Garden.



4.7 Plaintiff's father died of lung cancer from smoking cigarettes. Believing vaping
was safer than smoking, Plaintiff occasionally consumed marijuana with a vaporizer when
off duty. He did this for pain relief, stress relief, and sleep.

1 4.8 On Wednesday, September 11, 2019, Plaintiff vaped. He had severe
2 wheezing that night. He woke up Thursday morning still wheezing. He also suffered from a
3 fever and nausea. This condition lasted through Friday. On Saturday, still feeling ill, he went
4 to work, but struggled. On Sunday, he called in sick.

5 4.9 Monday Morning, he was worse. He had difficulty breathing. His wife drove
6 him to the emergency room at Kaiser Permanente. The doctors ran a CT scan and decided
7 to transfer him by ambulance to Saint Joseph's Medical Center.

8 4.10 Doctors at Saint Joseph's performed a bronchoscopy. This is a procedure for
9 examining lungs and airways. The pathology report noted "numerous lipid-laden
10 macrophages" on his lungs, "reactive endobronchial cells," and disease-fighting white blood
11 cells, "including eosinophils." In summary, the medical evidence indicates a lipid
12 pneumonia caused by vaping.

13 4.11 Plaintiff spent three days in the hospital. Once home, he was on bed rest. A
14 doctor wrote a note prescribing "light duty" with the police department when Plaintiff returns
15 to work on Monday, September 23, 2019.

16 4.12 Since the injury, Plaintiff has been unable to run, work full time, or participate
17 in physical activities with his young daughter. The full extent of the injuries caused by
18 Defendants' products is not yet known.

19 V. CAUSE OF ACTION FOR NEGLIGENCE – CANNA BRAND SOLUTIONS LLC

20 5.1 The paragraphs above are incorporated by reference

21 5.2 The personal vaporizer used by Plaintiff was manufactured by CCell, a
22 Chinese corporation. They qualify as a "manufacturer" for the purposes of RCW 7.72

23 5.3 CCell was negligent in its design of the vaporizer. They knew or should have
24 known the product was not safe for human consumption.

25 5.4 CCell was negligent in the manufacture of the vaporizer. They knew or should
26 have known the product was not safe for human consumption.

27 5.5 As a Chinese corporation, it is highly probable that the claimant, Plaintiff, will
28 be unable to enforce any judgment against the company.

5.6 Defendant Canna Brand Solutions is an officially licensed distributor of CCell products, and specifically the vaporizer used by Plaintiff.

5.7 Defendant Canna Brand Solutions is therefore a Product Seller for purposes of RCW 7.72.

5.8 However, given the realities of the situation as expressed at paragraph 5.5, they are also liable as a manufacturer. RCW 7.72.040(2)(b).

5.9 Defendant Canna Brand Solutions breached its duties listed above.

5.10 The breach of Defendant Canna Brand Solutions' duties were the proximate cause of injuries and damages suffered by the Plaintiff as alleged herein below.

VI. CAUSE OF ACTION FOR STRICT LIABILITY (WPLA) – CANNA BRAND SOLUTIONS

6.1 The paragraphs above are incorporated by reference.

6.2 The personal vaporizer used by Plaintiff was manufactured by CCell, a Chinese corporation. They qualify as a “manufacturer” for the purposes of RCW 7.72

6.3 CCell was negligent in its design of the vaporizer. They knew or should have known the product was not safe for human consumption.

6.4 CCell was negligent in the manufacture of the vaporizer. They knew or should have known the product was not safe for human consumption.

6.5 As a Chinese corporation, it is highly probable that the claimant, Plaintiff, will be unable to enforce any judgment against the company.

6.6 Defendant Canna Brand Solutions is an officially licensed distributor of CCell products, and specifically the vaporizer used by Plaintiff.

6.7 Defendant Canna Brand Solutions is therefore a Product Seller for purposes of RCW 7.72.

6.8 However, given the realities of the situation as expressed at paragraph 6.5, they are also liable as a manufacturer. RCW 7.72.040(2)(b).

1 6.9 Defendant Canna Brand Solutions is strictly liable to the Plaintiff for the harm
2 proximately caused by the fact that the products it manufactured, and that the Plaintiff did
3 consume as intended, were defective and not reasonably safe.

4 6.10 Therefore, Defendant Canna Brand Solutions is subject to strict liability,
5 pursuant to RCW 7.72.030(2).

6 **VII. CAUSE OF ACTION FOR NEGLIGENCE – CONSCIOUS CANNABIS**

7 7.1 The paragraphs above are incorporated by reference.

8 7.2 Defendant Conscious Cannabis LLC had a duty to use reasonable care in
9 handling, preparation, producing, or constructing vape pods for Plaintiff, including all of its
10 component parts, such that the vape pod would be free of defects, and fit for human
11 consumption.

12 7.3 Defendant Conscious Cannabis had a duty to understand the risks inherent
13 in the sale of vape pods, and to protect its customers accordingly.

14 7.4 Defendant Conscious Cannabis breached its duties listed above.

15 7.5 The breach of Defendant Conscious Cannabis' duties were the proximate
16 cause of injuries and damages suffered by Plaintiff as alleged herein below.

17 **VIII. CAUSE OF ACTION FOR STRICT LIABILITY (WPLA) – CONSCIOUS CANNABIS**

18 8.1 The paragraphs above are incorporated by reference.

19 8.2 In manufacturing, processing, and selling vape pods, and all other actions it
20 took relevant to this action, Defendant Conscious Cannabis is a product manufacturer
21 within the meaning of the Washington Product Liability Act ("WPLA"), RCW 7.72.010

22 8.3 Defendant Conscious Cannabis manufactured, fabricated, constructed,
23 and/or remanufactured the relevant product, the vape pods, that caused the Plaintiff to be
24 injured.

25 8.4 The defendant additionally held itself out as a manufacturer.

26 8.5 As a result of being flooded with particles from Defendant Conscious
27 Cannabis' product, the relevant product was not reasonably safe in construction when it left
28 the defendant's control on the grounds that (a) the product deviated in a material way from

1 design specifications or performance standards, and (b) it deviated in some material way
2 from other identical units of the same product line.

3 8.6 As a result of being flooded with particles from Defendant Conscious
4 Cannabis' product, the relevant product was unsafe to an extent beyond that contemplated
5 by the ordinary consumer.

6 8.7 The defendant is strictly liable to the Plaintiff for the harm proximately caused
7 by the fact that the products it manufactured, and that the Plaintiff did consume as intended,
8 were defective and not reasonably safe.

9 8.8 Therefore, Defendant Conscious Cannabis is subject to strict liability,
10 pursuant to RCW 7.72.030(2).

11 **IX. CAUSE OF ACTION FOR NEGLIGENCE – RAINBOW'S ALOFT**

12 9.1 The paragraphs above are incorporated by reference.

13 9.2 Defendant Rainbow's Aloft had a duty to use reasonable care in handling,
14 preparation, producing, or constructing vape pods for Plaintiff, including all of its component
15 parts, such that the vape pod would be free of defects, and fit for human consumption.

16 9.3 Defendant Rainbow's Aloft had a duty to understand the risks inherent in the
17 sale of vape pods, and to protect its customers accordingly.

18 9.4 Defendant Rainbow's Aloft breached its duties listed above.

19 9.5 The breach of Defendant Rainbow Aloft's duties were the proximate cause
20 of injuries and damages suffered by Plaintiff as alleged herein below.

21 **X. CAUSE OF ACTION FOR STRICT LIABILITY (WPLA) – RAINBOW'S ALOFT**

22 10.1 The paragraphs above are incorporated by reference.

23 10.2 In manufacturing, processing, and selling vape pods, and all other actions it
24 took relevant to this action, Defendant Rainbow's Aloft is a product manufacturer within the
25 meaning of the Washington Product Liability Act ("WPLA"), RCW 7.72.010

26 10.3 Defendant Rainbow's Aloft manufactured, fabricated, constructed, and/or
27 remanufactured the relevant product, the vape pods, that caused the Plaintiff to be injured.

28 10.4 The defendant additionally held itself out as a manufacturer.

1 10.5 As a result of being flooded with particles from Defendant Rainbow's Aloft's
2 product, the relevant product was not reasonably safe in construction when it left the
3 defendant's control on the grounds that (a) the product deviated in a material way from
4 design specifications or performance standards, and (b) it deviated in some material way
5 from other identical units of the same product line.

6 10.6 As a result of being flooded with particles from Defendant Rainbow's Aloft's
7 product, the relevant product was unsafe to an extent beyond that contemplated by the
8 ordinary consumer.

9 10.7 The defendant is strictly liable to the Plaintiff for the harm proximately caused
10 by the fact that the products it manufactured, and that the Plaintiff did consume as intended,
11 were defective and not reasonably safe.

12 10.8 Therefore, Defendant Rainbow's Aloft is subject to strict liability, pursuant to
13 RCW 7.72.030(2).

14 **XI. CAUSE OF ACTION FOR NEGLIGENCE – LEAFWERX**

15 11.1 The paragraphs above are incorporated by reference.

16 11.2 Defendant Leafwerx had a duty to use reasonable care in handling,
17 preparation, producing, or constructing vape pods for Plaintiff, including all of its component
18 parts, such that the vape pod would be free of defects, and fit for human consumption.

19 11.3 Defendant Leafwerx had a duty to understand the risks inherent in the sale
20 of vape pods, and to protect its customers accordingly.

21 11.4 Defendant Leafwerx breached its duties listed above.

22 11.5 The breach of Defendant Leafwerx duties were the proximate cause of
23 injuries and damages suffered by Plaintiff as alleged herein below.

24 **XII. CAUSE OF ACTION FOR STRICT LIABILITY (WPLA) – LEAFWERX**

25 12.1 The paragraphs above are incorporated by reference.

26 12.2 In manufacturing, processing, and selling vape pods, and all other actions it
27 took relevant to this action, Defendant Leafwerx is a product manufacturer within the
28 meaning of the Washington Product Liability Act ("WPLA"), RCW 7.72.010

1 12.3 Defendant Leafwerx manufactured, fabricated, constructed, and/or
2 remanufactured the relevant product, the vape pods, that caused the Plaintiff to be injured.

3 12.4 The defendant additionally held itself out as a manufacturer.

4 12.5 As a result of being flooded with particles from Defendant Leafwerx's product,
5 the relevant product was not reasonably safe in construction when it left the defendant's
6 control on the grounds that (a) the product deviated in a material way from design
7 specifications or performance standards, and (b) it deviated in some material way from
8 other identical units of the same product line.

9 12.6 As a result of being flooded with particles from Defendant Leafwerx's product,
10 the relevant product was unsafe to an extent beyond that contemplated by the ordinary
11 consumer.

12 12.7 The defendant is strictly liable to the Plaintiff for the harm proximately caused
13 by the fact that the products it manufactured, and that the Plaintiff did consume as intended,
14 were defective and not reasonably safe.

15 12.8 Therefore, Defendant Leafwerx is subject to strict liability, pursuant to RCW
16 7.72.030(2).

17 XIII. CAUSE OF ACTION FOR NEGLIGENCE – MFUSED

18 13.1 The paragraphs above are incorporated by reference.

19 13.2 Defendant MFused had a duty to use reasonable care in handling,
20 preparation, producing, or constructing vape pods for Plaintiff, including all of its component
21 parts, such that the vape pod would be free of defects, and fit for human consumption.

22 13.3 Defendant MFused had a duty to understand the risks inherent in the sale of
23 vape pods, and to protect its customers accordingly.

24 13.4 Defendant MFused breached its duties listed above.

25 13.5 The breach of Defendant MFused duties were the proximate cause of injuries
26 and damages suffered by Plaintiff as alleged herein below.

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1 **XIV. CAUSE OF ACTION FOR STRICT LIABILITY (WPLA) – MFUSED**

2 14.1 The paragraphs above are incorporated by reference.

3 14.2 In manufacturing, processing, and selling vape pods, and all other actions it
4 took relevant to this action, Defendant MFused is a product manufacturer within the
5 meaning of the Washington Product Liability Act ("WPLA"), RCW 7.72.010

6 14.3 Defendant MFused manufactured, fabricated, constructed, and/or
7 remanufactured the relevant product, the vape pods, that caused the Plaintiff to be injured.

8 14.4 The defendant additionally held itself out as a manufacturer.

9 14.5 As a result of being flooded with particles from Defendant MFused's product,
10 the relevant product was not reasonably safe in construction when it left the defendant's
11 control on the grounds that (a) the product deviated in a material way from design
12 specifications or performance standards, and (b) it deviated in some material way from
13 other identical units of the same product line.

14 14.6 As a result of being flooded with particles from Defendant MFused's product,
15 the relevant product was unsafe to an extent beyond that contemplated by the ordinary
16 consumer.

17 14.7 The defendant is strictly liable to the Plaintiff for the harm proximately caused
18 by the fact that the products it manufactured, and that the Plaintiff did consume as intended,
19 were defective and not reasonably safe.

20 14.8 Therefore, Defendant MFused is subject to strict liability, pursuant to RCW
21 7.72.030(2).

22 **XV. CAUSE OF ACTION FOR NEGLIGENCE – JANES GARDEN**

23 15.1 The paragraphs above are incorporated by reference.

24 15.2 Defendant Janes Garden had a duty to use reasonable care in handling,
25 preparation, producing, or constructing vape pods for Plaintiff, including all of its component
26 parts, such that the vape pod would be free of defects, and fit for human consumption.

27 15.3 Defendant Janes Garden had a duty to understand the risks inherent in the
28 sale of vape pods, and to protect its customers accordingly.

1 15.4 Defendant Janes Garden breached its duties listed above.

2 15.5 The breach of Defendant Janes Garden duties were the proximate cause of
3 injuries and damages suffered by Plaintiff as alleged herein below.

4 **XVI. CAUSE OF ACTION FOR STRICT LIABILITY (WPLA) – JANES GARDEN**

5 16.1 The paragraphs above are incorporated by reference.

6 16.2 In manufacturing, processing, and selling vape pods, and all other actions it
7 took relevant to this action, Defendant Janes Garden is a product manufacturer within the
8 meaning of the Washington Product Liability Act ("WPLA"), RCW 7.72.010

9 16.3 Defendant Janes Garden manufactured, fabricated, constructed, and/or
10 remanufactured the relevant product, the vape pods, that caused the Plaintiff to be injured.

11 16.4 The defendant additionally held itself out as a manufacturer.

12 16.5 As a result of being flooded with particles from Defendant Janes Garden's
13 product, the relevant product was not reasonably safe in construction when it left the
14 defendant's control on the grounds that (a) the product deviated in a material way from
15 design specifications or performance standards, and (b) it deviated in some material way
16 from other identical units of the same product line.

17 16.6 As a result of being flooded with particles from Defendant Janes Garden's
18 product, the relevant product was unsafe to an extent beyond that contemplated by the
19 ordinary consumer.

20 16.7 The defendant is strictly liable to the Plaintiff for the harm proximately caused
21 by the fact that the products it manufactured, and that the Plaintiff did consume as intended,
22 were defective and not reasonably safe.

23 16.8 Therefore, Defendant Janes Garden is subject to strict liability, pursuant to
24 RCW 7.72.030(2).

25 **XVII. JOINT AND SEVERAL LIABILITY**

26 17.1 Defendants are successive tortfeasors. Part or all the injuries and damages
27 suffered by Plaintiff as alleged herein constitute indivisible harm caused by each
28 Defendant's separate negligent acts. Defendants are jointly and severally liable for the

1 entire damages suffered by Plaintiff to the extent that allocation of the damages cannot be
2 made between each Defendant's negligent acts.

3 XVIII. DAMAGES

4 18.1 Plaintiff suffered general damages including, but not limited to, physical injury,
5 pain and suffering, and emotional trauma, the full nature and extent of which will be proven
6 at the time of trial.

7 18.2 He also suffered special damages including, but not limited to, costs of
8 medical treatment, prescriptions, other medical supplies, and transportation, the exact
9 nature and full extent of which will be proven at the time of trial.

10 IX. RESERVATION

11 19.1 Plaintiff's investigation is ongoing. Further discovery may reveal additional
12 acts of negligence on the part of these Defendants and/or establish that other, so far
13 unnamed, persons or entities may also be at fault and there may be other causes
14 contributing to Plaintiff's injuries.

15 19.2 Further, the exact nature and full extent of Plaintiff's injuries and damages
16 are not yet known. He may have additional claims and/or causes of action.

17 119.3 Plaintiff reserves the right to subsequently amend this complaint accordingly.

18 XX. WAIVER OF PHYSICIAN-PATIENT PRIVILEGE

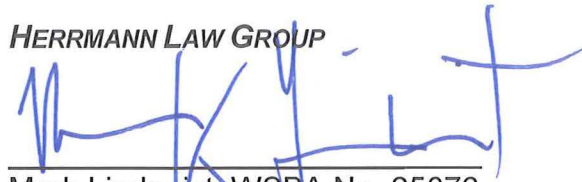
19 20.1 Plaintiff waives the physician-patient privilege only to the extent required by
20 law when bringing a cause of action for personal injuries. However, the defense remains
21 prohibited from communicating ex parte with any of Plaintiff's treating physicians.

22 XXI. PRAYER FOR RELIEF

23 21.1 **WHEREFORE**, Plaintiff prays for judgment against the defendant in such
24 sum as will fully and fairly compensate plaintiff for his physical and emotional injuries,
25 general damages, special damages, including prejudgment interest as appropriate, and
26 other damages the exact nature and full extent of all of which to be proven at trial, together
27 with actual reasonable attorney fees, costs and disbursements herein, as well as such other
28 relief as the Court deems just and equitable in the premises.

1 DATED this 23rd day of September 2019.

2
3 **HERRMANN LAW GROUP**

4 

5 Mark Lindquist, WSBA No. 25076
6 Anthony Marsh, WSBA No. 45194
7 Lara Herrmann, WSBA No. 30564
8 Crystal R. Lloyd, WSBA No. 46072
9 Attorneys for Plaintiff