

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
Newark Vicinage

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ALANNA STATON; ROBERT STATON;  
and GIUSEPPE ANNIBALLI,

Plaintiff(s),

v.

DOCKET NO.:

*Civil Action*

NEOTERIC SOLUTIONS INC., d/b/a  
WOWPARTS and AMAZON.COM, INC.,

Defendant(s).

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**COMPLAINT**

Plaintiffs, Alanna Staton, Robert Staton and Giuseppe Anniballi, by way of Complaint against the defendants, Neoteric Solutions, Inc., d/b/a Wowparts, and Amazon.Com, Inc., says:

**JURISDICTION**

1. Jurisdiction in this case is based on diversity of citizenship of the parties and the amount in controversy. The plaintiffs are owners/renters of property in the State of New Jersey. The location of the incident underlying this litigation is in Rutherford, New Jersey. Defendant, Neoteric Solutions Inc., d/b/a Wowparts, is a corporation having its principal place of business in the State of California. Defendant, Amazon.com, Inc., is a corporation having its principal place of business in the State of Washington. The amount in controversy exceeds the sum of seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs--\$25,831.00 as to the Staton claim and \$53,786.53 as to the Anniballi claim.

**PARTIES**

2. Plaintiffs, Alanna Staton and Robert Staton, were the renters of property situate at 54 The Terrace located in Rutherford, New Jersey (“the property”).

3. Plaintiff, Giuseppe Anniballi, was the owner of property situate at 54 The Terrace located in Rutherford, New Jersey (“the property”).

4. The defendant, Neoteric Solutions, Inc., d/b/a WowParts (“WowParts”), is a company authorized to do business in the State of New Jersey and involved in the distribution, marketing and sale of electronic accessories including, but not limited to, computer batteries, and has a principal place of business located at 2110 Rheem Drive, Suite C, Pleasanton, California 94588.

5. The defendant, Amazon.com, Inc. (“Amazon”), is a company authorized to do business in the State of New Jersey and involved in the distribution, marketing and digital sale of items including, but not limited to, computer batteries, and has a principal place of business located at 1200 12<sup>th</sup> Avenue South, Suite 1200, Seattle, Washington 98144-2734.

**BACKGROUND**

6. On or about September 17, 2012, a fire erupted at the property located at 54 The Terrace located in Rutherford, New Jersey (“the property”), which was owned by plaintiff, Giuseppe Anniballi, and being rented by plaintiffs, Alanna Staton and Robert Staton.

7. The fire was found to have originated in a battery pack which had been purchased online several days prior by plaintiffs from defendant, WowParts, through defendant, Amazon.

8. The replacement battery was delivered on September 17, 2012 and installed in accordance with the directions provided and then allowed the unit to charge.

9. Shortly after the replacement battery was installed it began to overheat.

10. The battery thereafter started a fire, which spread throughout the property.

11. Due to the fire, significant property damage was sustained to plaintiff's personal property.

12. As a direct and proximate result of the damages sustained plaintiff, Giuseppe Anniballi, sustained severe and significant property damage to his property and plaintiffs, Alanna Staton and Robert Staton, were forced to incur significant expenses in order to replace their personal property as a result of the above-referenced fire.

**FIRST COUNT**  
**STRICT PRODUCTS LIABILITY**

13. Plaintiffs repeat the allegations contained in all of the above-referenced paragraphs as if same were set forth more fully herein and makes them a part hereof.

14. At all times relevant hereto defendants were involved in the distribution, marketing, sale and/or placing into the stream of commerce, computer replacement batteries and did distribute, market, sell and/or place into the stream of commerce the replacement battery at issue in this case.

15. At all times relevant hereto, the replacement battery was defective as to design and manufacture at the time it left the facilities of defendants.

16. The defects present at the time the battery was sold, distributed or placed into the stream of commerce include, but are not limited to:

- a. The replacement battery presented an unreasonably dangerous risk that it would cause a fire while in use;
- b. The materials and the design of the replacement battery were insufficient or inadequate so as to prevent the replacement battery from causing a fire while in use;

- c. Defendants failed to ensure the presence of adequate safety features including, but not limited to, adequate thermal sensors in order to prevent the replacement battery from overheating and causing a fire;
- d. Defendants failed to ensure the presence of features which might prevent an electrical malfunction from causing a fire;
- e. The replacement battery was unsafe for its intended and foreseeable uses;
- f. The materials and design of the replacement battery created an unreasonably dangerous risk of fire; and
- g. Failure to incorporate safety devices or features capable of detecting and/or interrupting a failure or preventing a failure from causing a fire.

17. Upon information and belief, at the time of the fire the replacement battery was in substantially the same condition as it was the time it was distributed, marketed and/or sold by defendants.

18. Under the circumstances then and there existing, defendants' replacement battery was unsafe for its intended use for the reason that the product had caused an unreasonably dangerous condition.

19. By distributing, selling, and/or placing into the stream of commerce the replacement battery in a defective condition, defendants are strictly liable for the damages sustained by plaintiffs.

20. The fire, and the subsequent damage to plaintiffs' property, was due to and proximately caused by the aforementioned defective and unreasonably dangerous conditions.

**WHEREFORE**, plaintiffs demand judgment in their favor against the defendants in the amount of \$79,617.53, together with the costs of this action, and any other relief this Court may deem just and proper.

**SECOND COUNT**  
**BREACH OF WARRANTY**

21. Plaintiff repeats the allegations contained in all of the above-referenced paragraphs as if same were more fully set forth herein and makes them a part hereof.

22. At all times relevant hereto, defendants were involved in the distribution, marketing, sale and/or placing into the stream of commerce, computer replacement batteries, and did distribute, market, sell and/or place into the stream of commerce the replacement battery at issue in this case.

23. Defendants expressly and/or impliedly warranted that the subject replacement battery was of merchantable quality, and was safe and fit for the purpose intended when used under ordinary conditions and in an ordinary or foreseeable manner.

24. The fire on September 17, 2012 and the consequent property damage sustained by plaintiffs was caused by defendants' breach of such express and/or implied warranties.

25. As a direct and proximate result of the breach of these express and/or implied warranties, the subject incident occurred, causing the property damage sustained by plaintiffs.

26. By reason of the foregoing, plaintiffs suffered damages in the total sum of \$79,617.53, together with interest and costs of this action.

**WHEREFORE**, plaintiffs demand judgment in their favor against the defendants in the amount of \$79,617.53, together with the costs of this action, and any other relief this Court may deem just and proper.

**THIRD COUNT**  
**NEGLIGENCE**

27. Plaintiff repeats the allegations contained in all of the above-referenced paragraphs as if same were more fully set forth herein and makes them a part hereof.

28. Both claims in this matter, once combined, exceed the jurisdictional limit of this Court.

**WHEREFORE**, plaintiffs demand judgment in their favor against the defendants in the amount of \$79,617.53, together with the costs of this action, and any other relief this Court may deem just and proper.

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By: 

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