

STATE OF MINNESOTA

Case Type: Personal Injury
DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Scott and Kathryn Taylor, as parents
and natural guardians of Abigail Taylor,
a minor, and Scott Taylor, individually,
and Kathryn Taylor, individually,

Case No.
Judge

Plaintiffs,

COMPLAINT

vs.

Sta-Rite Industries, LLC, and
Minneapolis Golf Club,

Defendants.

Plaintiffs Scott and Kathryn (“Katey”) Taylor, as parents and natural guardians of Abigail Taylor (“Abigail”), a minor, and Scott Taylor, individually, and Kathryn Taylor, individually, for their Complaint against defendants Sta-Rite Industries, LLC and Minneapolis Golf Club (“MGC”), state and allege as follows:

1. This is an action for money damages arising out of a June 29, 2007, incident in which six-year-old Abigail Taylor was catastrophically injured in the wading or “kiddie” pool at the Minneapolis Golf Club.
2. Sta-Rite Industries, LLC (“Sta-Rite”) is a Wisconsin limited liability company with its principal place of business located at 293 Wright Street, Delavan, Wisconsin.
3. At all times relevant hereto, defendant Sta-Rite was engaged in the business of designing, manufacturing, distributing, and marketing pool and spa equipment including pumps, filters, suction outlets (also known as “drains” or “main drains”), and related products, for sale in Minnesota. Consequently, jurisdiction is proper under Minn. Stat. §543.19, subd. 1(b).

4. Minneapolis Golf Club (“MGC”) is a Minnesota non-profit corporation with its principal place of business at 2001 Flag Avenue South, St. Louis Park, Hennepin County, Minnesota. Consequently, jurisdiction is proper.
5. At all times relevant hereto, Scott and Kathryn Taylor, and Abigail Taylor, were residents of Edina, Hennepin County, Minnesota.
6. Venue is proper under Minn. Stat. § 542.01.
7. On June 29, 2007, Abigail Taylor became entrapped on the then uncovered suction outlet of the kiddie pool at MGC and was disemboweled by the powerful suction of the pool pump.
8. As a result of her injuries, Abigail will require daily and significant medical care for the rest of her life, will never be able to eat or drink normally again and, upon information and belief, will incur lifetime medical expenses and extraordinary living expenses for her and her family and other damages well in excess of Thirty Million (\$30,000,000) Dollars.

The Sta-Rite Products

9. Prior to June 29, 2007, defendant Sta-Rite designed, manufactured, marketed and sold a white Anti-Vortex Cover and Frame, Model No. 07017-0741, which is a suction outlet cover consisting of an anti-vortex cover, a frame, two screws and two o-rings.
10. A suction outlet, more commonly known as a “drain” or “main drain,” is comprised of a fitting assembly, cover/grate and related components that provide a localized low pressure area for the transfer of water from a swimming pool or wading pool.
11. Upon information and belief, MGC purchased the Anti-Vortex Cover and Frame, Model No. 07017-0741, and installed it in the kiddie pool at MGC on or about July 2002.
12. Prior to June 29, 2007, defendant Sta-Rite designed, manufactured, marketed and sold a P2R Series Pool Pump.

13. At some time prior to June 29, 2007, MGC purchased the Sta-Rite P2R Series Pool Pump for use with the kiddie pool.

14. On or about June 29, 2007, Abigail Taylor was catastrophically injured as a direct and proximate result of the unreasonably dangerous and defective Sta-Rite Anti-Vortex Cover and Frame, Model No. 07017-0741 and Sta-Rite P2R Series Pool Pump, in use at MGC.

June 29, 2007 at MGC

15. MGC has two pools, a larger adult pool and a smaller wading pool (also known as the “kiddie pool”). The kiddie pool at MGC is approximately twenty feet in diameter and less than two feet deep throughout. It has a single suction outlet, which is located in the center of the pool.

16. On June 29, 2007, Abigail was swimming at the kiddie pool at MGC along with a number of other children.

17. At some point prior to 7:00 p.m. on June 29, 2007, the Sta-Rite suction outlet cover in the kiddie pool had come loose, leaving the drain completely uncovered.

18. On June 29, 2007, a young boy was hurt when he cut himself on the rusty screw protruding from the detached Sta-Rite suction outlet cover in the kiddie pool.

19. On June 29, 2007, a pool patron found the Sta-Rite suction outlet cover at the bottom of the pool. It was not attached to the suction outlet. One rusted screw and a plastic anchor were attached to the Sta-Rite suction outlet cover.

20. The patron attempted to replace the suction outlet cover over the drain, but was unable to do so without removing the screw and plastic anchor from the cover itself

21. Two lifeguard stands overlook the adult pool at MGC, but no lifeguard stands face the kiddie pool and, upon information and belief, no lifeguards were actively supervising the activities in the kiddie pool on June 29, 2007.

22. The lifeguards on duty at MGC knew or should have known by reasonable observation and oversight of the kiddie pool that the suction outlet cover was not in place or properly affixed to the suction outlet in the kiddie pool.
23. At some point after 7:00 p.m. on June 29, 2007, Abigail was playing in the kiddie pool when she fell and landed on the uncovered suction outlet. Abigail's buttocks became trapped on the suction outlet, pulling her in tightly against the sump, thereby creating a vacuum.
24. The increased vacuum level stretched Abigail's perineum and forced open her anus.
25. Abigail's sigmoid colon was then forced down into her rectum (intussuseption), causing a bucket-handle-shaped tear of the front side of her rectum.
26. Abigail's exposed small intestine was then pulled (eviscerated) through her lacerated rectum and anal canal, stripping away the blood vessel network (mesentery).
27. After being eviscerated, Abigail got out of the kiddie pool, walked a short distance toward the adult pool and then stumbled and fell, hitting her face against the side of the adult pool and then falling into it.
28. When Abigail fell, she cut her lip and her front tooth was knocked out.
29. Katey Taylor and a pool lifeguard immediately removed Abigail from the water.
30. At that point, the nature and extent of Abigail's injuries was unknown.
31. Shortly after Abigail was removed from the pool, someone called 911 and paramedics arrived soon thereafter.
32. Abigail was taken to Children's Hospital in Minneapolis where the nature and extent of her injuries was subsequently discovered.

Abigail's Injuries

33. While Abigail was in the emergency department at Children's Hospital, it was noted that she was bleeding from the rectum.

34. Abigail was subsequently taken to the operating room for evaluation under anesthesia.
35. An emergency exploratory laparotomy on June 29, 2007, revealed a 20 cm long “severe rectal laceration extending into [the] sigmoid colon” (i.e., her rectum and colon were ripped open).
36. The surgery further revealed that “the majority of her small bowel had been avulsed through her rectum” (i.e., her small intestines were torn from her body through her rectum).
37. Abigail’s “small bowel was absent with a free end just distal to the ligament of Treitz and a free end just proximal to the ileocecal valve” (i.e., her small intestine was missing, having been torn off in two places—at the beginning of her small intestine just below her duodenum and at the point where the small intestine connects to the colon).
38. The operative findings indicated that “the small bowel was most likely suction aspirated by the trauma of the incident” (i.e., she was disemboweled).
39. A call was made to MGC and the pool filter was checked for Abigail’s small intestines. 649.5 cm (approximately 21 feet) of small intestine was recovered from the pool filter, confirming the operative findings.
40. In this first surgery, Abigail’s “complex rectal laceration,” was repaired and the “free edges of small bowel in the proximal jejunum and distal ileum were stapled closed.”
41. The surgeon performed a “diverting sigmoid colostomy” (surgical formation of an artificial anus, referred to as a stoma, by connecting the colon to an opening in the abdominal wall), “with a Hartmann pouch” (the nonfunctional portion of the colon was stapled closed and left in the abdomen).
42. Abigail also underwent a gastrostomy, in which a surgical opening is made through the abdominal wall into the stomach and a tube inserted.

43. Abigail had a second surgery on July 6, 2007, in which a Broviac catheter (tube) was inserted in Abigail's left subclavian vein—a vein leading to Abigail's heart—so that she can receive total parenteral nutrition (TPN), i.e., tube feeding through the vein.

44. TPN is presently administered to Abigail eighteen hours a day, through the tube in her chest.

45. As a result of the extent of the evisceration, Abby can not now, and will never be able to, eat or drink normally.

46. As a consequence of the evisceration, Abigail has been diagnosed with "Short Bowel Syndrome," a condition of food malabsorption that arises when there is not enough surface area left in the bowel to absorb enough nutrients from food. Malnutrition and dehydration commonly result from small bowel syndrome.

47. Abigail had to undergo painful procedures and testing, several additional surgical procedures at Children's Hospital and other painful procedures and testing during a second stay there from September 18, 2007, to October 15, 2007.

48. Due to the severity of her injury, Abigail will undergo a small bowel transplant in another state within the next two years which necessitates an average hospital stay of 33-45 days and continued residence in the transplant state for a minimum of six months with required routine visits and likely hospitalization thereafter throughout her life.

MGC Acquires The Sta-Rite Products

49. On or about May 22, 2001, MGC purchased two Sta-Rite screw kits No. 07017-0303 from Commercial Pool & Spa Supplies, Inc. for \$5.99 each.

50. On or about July 16, 2002, Northern Aire Pools, Inc. provided MGC with an Anti-Vortex Cover and Frame, Model No. 07017-0741, at a cost of \$23.90.

51. The Anti-Vortex Cover and Frame, Model No. 07017-0741, comes with two mounting screws and two o-rings to be used to fasten the cover to the frame.

52. The mounting screws that came with the Anti-Vortex Cover and Frame, Model No. 07017-0741, were not being used on the suction outlet cover in the kiddie pool at MGC on June 29, 2007.

MGC Performs Repairs On The Kiddie Pool

53. On June 15, 2007, MGC sent an e-mail to all club members advising that “[a]fter this weekend, the kiddie or wading pool will be closed for the rest of the season” due to a “serious underground leak.” The e-mail further advised that “[a] major renovation to the pools is scheduled for this fall and early next spring.”

54. On June 18, 2007, MGC sent a new e-mail to members stating as follows: “A temporary plumbing by-pass repair has enabled MGC maintenance staff to keep the kiddie pool operational.”

55. On or about June 18, 2007, Dana Young and MGC pool supervisor Alan Klemisch performed a “temporary fix on [the] kiddie pool.” According to an invoice dated June 18, 2007, Young “install[ed] (change out) pump, bypass main drain, alter[ed] filter plumbing.”

MGC’s Knowledge of the Risk

56. As of June 29, 2007, MGC was aware of the serious risk to swimmers in the kiddie pool from an uncovered suction outlet, but did not take action to eliminate that risk.

57. As far back as 1982, the National Spa and Pool Institute, along with the Consumer Product Safety Commission, issued a list of precautions for pool owners and managers. Those precautions stated, among other things, that covers must be checked daily to see whether they are in good repair and to make sure they cannot be removed without tools.

58. Upon information and belief, MGC did not check its outlet covers daily and did not check the suction outlet cover in the kiddie pool at all on June 29, 2007.

59. In 2006, the World Health Organization published “Guidelines for Safe Recreational Water Environments,” which included a section on “Disembowelment.” The guidelines noted that “drain

covers in pools and hot tubs can become brittle and crack, or they may become loose or go missing. If a person sits on a broken cover or uncovered drain, the resulting suction force can cause disembowelment. This is a particular hazard for young children in shallow pools.”

60. With the exercise of reasonable care MGC should have known, of the defective condition of the suction outlet cover in the kiddie pool prior to June 29, 2007, but took no action to protect the young children, including Abigail Taylor, who used the kiddie pool.

61. In September of 2006, the American National Standards Institute published a standard entitled “For Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs, and Catch Basins,” which states:

It must be noted that there is one overriding conclusion that is inescapable; there is no “back up” for a missing suction outlet cover. If any suction cover is found to be damaged or missing, the pool/spa must be closed to bathers immediately.

62. Upon becoming aware of the missing suction outlet cover in the kiddie pool prior to the accident on June 29, 2007, MGC did not immediately close the kiddie pool.

63. Minnesota Rule 4717.2580, Subpart 1, pertaining to pool outlets, requires that “[o]utlet openings must be covered by grating not readily removable by users.”

64. MGC was in violation of Minnesota Rule 4717.2580, Subpart 1 as of June 29, 2007.

65. According to the Consumer Product Safety Commission (CPSC), over the last twenty years there have been nearly 150 documented pool and hot tub entrapment incidents, which have resulted in 36 deaths.

66. In March of 2005, the CPSC issued a report entitled, “Guidelines for Entrapment Hazards: Making Pools and Spas Safer.” In a section entitled “Evisceration/Disembowelment,” the CPSC report notes:

The scenario leading to disembowelment typically involves a young child, 2 to 6 years old, who sits on an uncovered drain. The incidents occur primarily in public wading pools where a floor drain cover is broken or missing. Young children have direct access to the bottom drain in wading pools because of the

shallow water. . . When the child's buttocks cover the drain opening, the resulting suction force can eviscerate the child through the ruptured rectum. A small change in pressure is sufficient to cause such injury extremely quickly.

67. The March 2005 CPSC report also stated as follows:

The approach taken in the guidelines is to present various options to attain 'layers of protection' against entrapment in all pools and spas. . . Due to the 'human element' involved in the care and maintenance of pools and spas, it is strongly recommended that consideration be given to including an additional and final layer of protection in all pools and spas that use submerged suction outlets, to relieve an entrapping suction force should outlets become blocked or if covers are broken or removed. . . For existing facilities, options include the installation of an SVRS or other technology. This is especially important in wading pools and older pools with single main drains.

68. The "guidelines" section of the CPSC report states:

For wading pools that include a fully submerged suction outlet(s), install multiple drains with ASME/ANSI A112.19.8 tested covers **and** an SVRS back-up system or other technology due to the shallow depth of water and easy access to pool drains.

69. Following this guideline, the CPSC lists the following under "Rationale":

Young children can easily access the drain in wading pools, spas, and hot tubs because of the shallow water depth of these pools. Young children may be attracted to the drain cover itself or the feel of water flow through the drain.

70. MGC failed to heed these warnings, which directly and proximately caused Abigail's catastrophic injuries.

Sta-Rite's Knowledge of the Risk

71. The risk of evisceration as a result of Sta-Rite's dangerous and defective pumps and suction outlets—including the P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741—has long been known to and appreciated by defendant Sta-Rite.

72. Despite the knowledge and understanding it possessed regarding the danger of its products, Sta-Rite has not taken steps to lessen or eliminate the danger.

73. Since the early 1980s, there have been more than twenty documented pool entrapment incidents involving Sta-Rite products, including several disembowelments or eviscerations of young children in wading pools.

74. In 1981, a five-year old girl was disemboweled when she sat on a suction outlet in a country club wading pool which was uncovered when the Sta-Rite cover became detached.

75. In 1993, five-year-old Valerie Lakey was disemboweled when she sat on a suction outlet which was uncovered when the Sta-Rite cover became detached.

76. In 2000, fourteen-year-old Lorenzo Peterson suffered severe brain damage when he was nearly drowned after his arm became caught in a Sta-Rite suction outlet.

77. Sta-Rite has long had overwhelming and conclusive evidence of the hazard that existed from its products.

78. Sta-Rite has long had the knowledge, information and means to design its products to prevent the deadly hazard they pose.

79. Sta-Rite provided a document to purchasers of the Anti-Vortex Cover and Frame, Model No. 07017-0741, including defendant MGC, entitled "Important Safety Information," which stated as follows:

Pool pump suction is hazardous. Entrapment against pool suction outlet can result in drowning or disembowelment. Never use pool or spa unless all outlet covers are correctly installed, fastened with two screws and intact.

80. Upon information and belief, in approximately 1997 Sta-Rite added a warning to its suction outlet covers, while taking no steps to otherwise lessen the danger posed by its products.

81. The suction outlet cover contained only the following language:

WARNING – THIS COVER MUST BE PROPERLY INSTALLED AND UNBROKEN AT ALL TIMES. FAILURE TO MAINTAIN THIS COVER CAN RESULT IN SEVERE PERSONAL INJURY OR DEATH.

82. However, Sta-Rite's own internal documents establish that Sta-Rite believed and understood that warnings alone were insufficient to prevent the hazard that exists from its products. A May 11, 1999 memorandum from Sta-Rite's "Pool/Spa Safety Team" noted that "warning labels, alone, are insufficient if a product can be designed and manufactured to be more safe. Manufacturers will also be required to notify buyers of defects or hazards post-sale."

83. Despite adding the warning language to its products, upon information and belief, Sta-Rite did not design or manufacture its suction outlet cover to "be more safe."

84. Sta-Rite has also long been aware of the foreseeable misuse of its products. Sta-Rite was aware that pool operators would affix its suction outlet covers with screws other than those provided by Sta-Rite, increasing the likelihood the covers would become detached.

85. Sta-Rite's internal documentation indicates that Sta-Rite was also aware of alternative designs for its products, including pumps and suction outlet covers. An April 22, 1997, Sta-Rite memorandum states "We are exploring possible development of a shutoff device for pumps which senses changes in amp draw of the motor."

86. A May 20, 1997, Sta-Rite document indicates that "Meetings are being held this week with outside inventors concerning available technology for suction safety shutoff devices for pumps and pool suction/drain fittings."

87. These changes were never implemented by Sta-Rite, which instead chose not to modify products it knew were dangerous and defective.

88. Sta-Rite was well-aware that its putative warnings entitled "Important Safety Information" would be seen only by installers of the Anti-Vortex Cover and Frame and would never reach the consumers who were the ultimate end-users of the pools in which Sta-Rite's products are installed.

89. Despite Sta-Rite's knowledge that its warnings were inadequate to protect consumers from the severe dangers posed by its products, Sta-Rite did nothing to make its products safer or to see to it that its warnings were effective.

90. The Sta-Rite Anti-Vortex Cover and Frame, Model No. 07017-0741, is defectively designed in several material aspects, such that it can be, and often is, able to be easily removed or detached without tools, a fact well-known to Sta-Rite. The design defects include, but are not limited to: the selected composition and design of the drain cover and frame assembly; the size of the opening on the cover; the shape of the opening, which allows all the force to be placed on one screw; and the composition, size and physical proportions of the screws provided therewith.

91. Moreover, the designed use of the Sta-Rite P2R pool pump in combination with said cover and frame in the context of a wading or kiddie pool was both dangerous and defendant and known by Sta-Rite to be so.

92. Importantly, and presumably known to Sta-Rite, there were, at all times material herein, safe suction outlet cover designs being produced in the industry and disclosed in patent and product literature that would prevent detachment and removal of the suction outlet cover which would have prevented entrapment and evisceration.

COUNT ONE
NEGLIGENCE AGAINST STA-RITE
(Failure to Provide Adequate Warnings and Design Defect)

93. Plaintiffs incorporates paragraphs 1-92 as if set forth fully herein.

94. Defendant Sta-Rite is involved in the business of designing, manufacturing, distributing, and marketing pool and spa pumps, filters, component parts of suction outlets and related products, including but not limited to, the P2R Series Pool Pump and the Anti-Vortex Cover and Frame, Model No. 07017-0741.

95. Defendant Sta-Rite designed, manufactured and marketed the P2R Series Pool Pump for use in kiddie or wading pool applications such as at MGC prior to and on the date of the accident.
96. Defendant Sta-Rite designed, manufactured and marketed the Anti-Vortex Cover and Frame, Model No. 07017-0741, in use at MGC prior to and on the date of the accident.
97. The Anti-Vortex Cover and Frame, Model No. 07017-0741, designed, manufactured and marketed by Sta-Rite was defective in design and unreasonably dangerous for its intended use.
98. In addition, Sta-Rite failed to provide adequate warning to purchasers and end-users of the product regarding the inherent and extreme danger presented by the Anti-Vortex Cover and Frame, Model No. 07017-0741.
99. At all times material herein, defendant Sta-Rite knew, or in the exercise or ordinary and reasonable care should have known, that the Anti-Vortex Cover and Frame, Model No. 07017-0741, was defective and unreasonably dangerous for the use and purpose for which the product was intended and lacked adequate warnings.
100. The P2R Series Pool Pump designed, manufactured and marketed by Sta-Rite was defective in design and unreasonably dangerous for this intended use, known to Sta-Rite.
101. In addition, Sta-Rite failed to adequately warn purchasers and end-users regarding the inherent and extreme danger presented by the P2R Series Pool Pump at MGC.
102. At all times material herein, Sta-Rite knew, or in the exercise or ordinary and reasonable care should have known, that the P2R Series Pool Pump was unreasonably dangerous and defective, that it was unsafe for the purpose for which it was intended, and that it lacked adequate warnings.
103. Furthermore, the dangerous and defective condition of the Anti-Vortex Cover and Frame, Model No. 07017-0741, and its component parts was not made known to the consumers and end-users thereof, including plaintiffs herein, by defendant Sta-Rite.

104. Defendant Sta-Rite owed a duty to plaintiffs to use reasonable care in the design, manufacture, and marketing of the P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741, including having safeguards in place to prevent and minimize the risk of entrapment and evisceration, and providing adequate warnings regarding the products' inherent dangers.

105. Defendant Sta-Rite breached its duty to use reasonable care in the design, manufacture and marketing of the P2R Series Pool Pump and Anti-Vortex Cover and Frame Model No. 07017-0741. Defendant's breach included, but was not limited to, failure to exercise reasonable care in the following ways:

- a. failing to use proper components in the Anti-Vortex Cover and Frame Model No. 07017-0741, to ensure that its product could not be easily removed or detached;
- b. failing to design the size and shape of the cover openings to ensure that its cover could not be able to be easily removed or detached without tools;
- c. failing to design the frame assembly to ensure that its cover could not be, as it was known to Sta-Rite, able to be easily removed or detached without tools;
- d. failing to design and specify screws and a screw assembly that would ensure that its cover could not be able to be easily removed or detached without tools;
- e. failing to install a safety mechanism or design or manufacture the pump such that it would automatically turn off its powerful suction effect as soon as the drain became clogged by a "foreign object"; and
- f. failing to reasonably warn the purchaser and end-users of the pool about the extreme danger presented by a missing, unsecured or improperly secured suction outlet cover, particularly in the light of similar severe accidents which occurred both before and

after the sale of the P2R Series Pool Pump and Anti-Vortex Cover and Frame Model No. 07017-0741, in question.

106. Sta-Rite ignored safe suction outlet cover designs produced in the industry and disclosed in the patent and product literature that would eliminate the severe danger of entrapment and evisceration.

107. Sta-Rite's conduct in this regard clearly shows a deliberate disregard for the rights and safety of others, including Abigail Taylor and all prior and subsequent victims of its inherently dangerous product.

108. As a direct and proximate result of defendant Sta-Rite's negligence, Abigail Taylor suffered catastrophic, permanent bodily injuries and resulting pain and suffering, disability, disfigurement, embarrassment, emotional distress, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, ongoing treatment, the provision of total parenteral nutrition (TPN), loss of earnings and the loss of ability to earn money. These losses are permanent and continuing.

109. As a direct and proximate result of defendant Sta-Rite's negligence, plaintiffs Scott and Katey Taylor, as Abigail Taylor's parents, have incurred and will, into the foreseeable future, continue to incur the expense and responsibility for all of Abigail's hospitalization, the daily provision of medical and nursing care, ongoing treatment, and the provision of total parenteral nutrition (TPN); and, along with their entire family, have suffered and will continue to suffer the devastating loss of their severely injured child's services and earning capacity. In addition, not only have the injuries clearly caused by the defendant's conduct horribly altered Abigail's life, they have had a pervasive effect on the Taylor family as a whole, and on each individual family member.

110. Defendant Sta-Rite is liable for all damages proximately caused by its negligence.

111. As a direct result of the negligence of Sta-Rite, plaintiffs suffered injuries and damages in an amount exceeding Fifty Thousand (\$50,000) Dollars.

COUNT TWO
STRICT LIABILITY AGAINST STA-RITE
(Failure to Provide Adequate Warnings and Design Defect)

112. Plaintiffs incorporate paragraphs 1-111 as if set forth fully herein.

113. The P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741, designed, manufactured and marketed by Sta-Rite were defective in design and unreasonably dangerous for their intended use.

114. In addition, Sta-Rite failed to provide adequate warning to purchasers and end-users of the product regarding the inherent and extreme danger presented by the suction outlet and the Anti-Vortex Cover and Frame, Model No. 07017-0741.

115. The defective and unreasonably dangerous condition of the P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741, existed when they left Sta-Rite's control.

116. Sta-Rite knew or should have known that the P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741, were defective and unsafe for the purpose for which they were intended and that these defects could result in severe injury.

117. Furthermore, the dangerous and defective condition of the drain cover and its component parts was not made known to the consumers and users thereof, including plaintiffs herein, by defendant Sta-Rite.

118. Sta-Rite's conduct in this regard clearly shows a deliberate disregard for the rights and safety of others, including Abigail Taylor and all prior and subsequent victims of its inherently dangerous product.

119. As a direct and proximate result of these defects, Abigail Taylor suffered catastrophic, permanent bodily injuries and resulting pain and suffering, disability, disfigurement, embarrassment,

emotional distress, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, ongoing treatment, the provision of total parenteral nutrition (TPN), loss of earnings and the loss of ability to earn money. These losses are permanent and continuing.

120. As a direct and proximate result of these defects, plaintiffs Scott and Katey Taylor, as Abigail Taylor's parents, have incurred and will, into the foreseeable future, continue to incur the expense and responsibility for all of Abigail's hospitalization, the daily provision of medical and nursing care, ongoing treatment, and the provision of total parenteral nutrition (TPN); and, along with their entire family, have suffered and will continue to suffer the devastating loss of their severely injured child's services and earning capacity. In addition, not only have the injuries clearly caused by the defendant's conduct horribly altered Abigail's life, they have had a pervasive effect on the Taylor family as a whole, and on each individual family member.

121. Defendant Sta-Rite is strictly liable to all plaintiffs for all damages they sustained.

122. Plaintiffs suffered injuries and damages in an amount exceeding Fifty Thousand (\$50,000) Dollars.

COUNT THREE
BREACH OF WARRANTY AGAINST STA-RITE
(Failure to Provide Adequate Warnings and Design Defect)

123. Plaintiff incorporate paragraphs 1-122 as if set forth fully herein.

124. At all times relevant hereto, defendant Sta-Rite warranted that the P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741, were free of defects and reasonably fit for the purpose for which they were intended to be used.

125. Defendant Sta-Rite breached these warranties in that the P2R Series Pool Pump and Anti-Vortex Cover and Frame, Model No. 07017-0741, were defective and unsafe, and lacked adequate warnings

126. Sta-Rite's conduct in this regard clearly shows a deliberate disregard for the rights and safety of others, including Abigail Taylor and all prior and subsequent victims of its inherently dangerous product.

127. As a direct and proximate result of defendant Sta-Rite's breach of these warranties, Abigail Taylor suffered catastrophic, permanent bodily injuries and resulting pain and suffering, disability, disfigurement, embarrassment, emotional distress, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, ongoing treatment, the provision of total parenteral nutrition (TPN), loss of earnings and the loss of ability to earn money. These losses are permanent and continuing.

128. As a direct and proximate result of defendant Sta-Rite's breach of these warranties, plaintiffs Scott and Katey Taylor, as Abigail Taylor's parents, have incurred and will, into the foreseeable future, continue to incur the expense and responsibility for all of Abigail's hospitalization, the daily provision of medical and nursing care, ongoing treatment, and the provision of total parenteral nutrition (TPN); and, along with their entire family, have suffered and will continue to suffer the devastating loss of their severely injured child's services and earning capacity. In addition, not only have the injuries clearly caused by the defendant's conduct horribly altered Abigail's life, they have had a pervasive effect on the Taylor family as a whole, and on each individual family member.

129. As a direct result of the breach of warranty by defendant Sta-Rite, plaintiffs suffered injuries and damages in an amount exceeding Fifty Thousand (\$50,000) Dollars.

COUNT FOUR
NEGLIGENCE AGAINST MINNEAPOLIS GOLF CLUB

130. Plaintiffs incorporate paragraphs 1-129 as if set forth fully herein.

131. At all relevant times, defendant MGC owned and operated a kiddie pool on its premises for use by the children of club members and their guests.

132. Defendant MGC owed a duty to plaintiffs to properly operate, maintain and supervise the kiddie pool, and to ensure that the kiddie pool was reasonably safe for use.

133. Defendant MGC breached its duty to properly operate, maintain and supervise the pool.

134. Defendant MGC breached its duty to exercise reasonable care in ensuring the safety of the kiddie pool for the protection of its patrons.

135. Defendant MGC's breaches included, but were not limited to:

- a. failing to properly install and maintain the Sta-Rite Anti-Vortex Cover and Frame, Model No. 07017-0741;
- b. failing to inspect the pool for hazards, defects and dangers;
- c. failing to ensure that the suction outlet cover in the kiddie pool remained securely in place while the pool was in operation;
- d. failing to properly secure the suction outlet cover to the frame such that it could not be easily removed;
- e. failing to close the kiddie pool the moment the suction outlet cover came off;
- f. failing to provide notice and warning of the extreme danger presented by an uncovered suction outlet and/or an improperly secured suction outlet cover;
- g. failing to properly train and supervise MGC personnel who worked on or near the pool; and
- h. failing to properly prioritize pool safety issues and related expenditures.

136. As a direct and proximate result of defendant MGC's negligence, Abigail Taylor suffered catastrophic, permanent bodily injuries and resulting pain and suffering, disability, disfigurement, embarrassment, emotional distress, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, ongoing treatment, the provision of total parenteral

nutrition (TPN), loss of earnings and the loss of ability to earn money. These losses are permanent and continuing.

137. As a direct and proximate result of defendant MGC's negligence, plaintiffs Scott and Katey Taylor, as Abigail Taylor's parents, have incurred and will, into the foreseeable future, continue to incur the expense and responsibility for all of Abigail's hospitalization, the daily provision of medical and nursing care, ongoing treatment, and the provision of total parenteral nutrition (TPN); and, along with their entire family, have suffered and will continue to suffer the devastating loss of their severely injured child's services and earning capacity. In addition, not only have the injuries clearly caused by the defendant's conduct horribly altered Abigail's life, they have had a pervasive effect on the Taylor family as a whole, and on each individual family member.

138. Defendant MGC is liable for all damages proximately caused by its negligence and the negligent acts committed by its agents and employees acting in the scope of their employment.

139. As a direct result of the negligence of MGC, plaintiffs suffered injuries and damages in an amount exceeding Fifty Thousand (\$50,000) Dollars.

WHEREFORE, plaintiffs pray for judgment against defendants as follows:

1. as to Count One, for a money judgment against defendant Sta-Rite for a sum in excess of Fifty Thousand (\$50,000) Dollars;
2. as to Count Two, for a money judgment against defendant Sta-Rite for a sum in excess of Fifty Thousand (\$50,000) Dollars;
3. as to Count Three, for a money judgment against defendant Sta-Rite for a sum in excess of Fifty Thousand (\$50,000) Dollars;
4. as to Count Four, for a money judgment against defendant Minneapolis Golf Club for a sum in excess of Fifty Thousand (\$50,000) Dollars;
5. for costs, disbursements, and prejudgment interest; and

6. for any other relief that this Court deems just and equitable.

DATED: November 13, 2007

FLYNN, GASKINS & BENNETT, L.L.P.

By: Robert Bennett
Robert Bennett (6713)
Eric Hageman (258180)
Attorneys for Plaintiff
Suite 2900
333 South Seventh Street
Minneapolis, MN 55402
(612) 333-9500

ACKNOWLEDGMENT REQUIRED BY
MINN. STAT. §549.21, SUBD. 1

The undersigned hereby acknowledges that pursuant to Minn. Stat. §549.21, subd. 2, costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find that the undersigned acted in bad faith, asserting a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass, or committed a fraud upon the Court.

DATED: November 13, 2007

FLYNN, GASKINS & BENNETT, LLP

By: Robert Bennett
Robert Bennett (6713)
Eric Hageman (258180)
Attorneys for Plaintiff