

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

FILED  
U.S. DISTRICT COURT  
SAVANNAH DIV.

2012 SEP 10 PM 3:09

CLERK *B. West*  
SO. DIST. OF GA.

SAGE BROWN, and )

PATRICIA M. BROWN )

Plaintiffs, )

v. )

CIVIL ACTION NO:

**CV 412-233**

True & Associates, LTD )

True Designs )

True Designs, Inc. )

True Innovations, Inc. )

True North Innovations, Inc )

True North America )

True North America, Inc. )

True Seating Concepts, Inc. )

True Seating Concepts, LLC )

Sam's East, Inc. )

Wal-Mart Stores East, LP, and )

Wal-Mart Stores, Inc. )

Defendants. )

**COMPLAINT FOR DAMAGES FOR INJURY ARISING FROM DEFECTIVE PRODUCT**

COME NOW Sage Brown (hereinafter "Plaintiff-Buyer" or "Mr. Brown") and Patricia M. Brown, Plaintiffs, Pro Se, in the above-captioned action, and file this their Complaint against the above-

named Defendants, jointly and/or severally. In support thereof, Plaintiffs respectfully show the Court the following:

**I. GENERAL ALLEGATIONS**

1.

Plaintiffs are natural persons and citizens and residents of the City of Savannah, Chatham County Georgia. At all times material to this Complaint, the said Plaintiffs were and are a married couple.

2.

Defendant, **True & Associates, LTD**, upon information and belief, is/was a manufacturer and exporter of furniture and furnishing parts, located in Taichung, Taiwan, outside the jurisdictional reach of the United States of America; Service of Process can be effected by a "Letter Rogatory", pursuant to FRCP 4 (f) (2) (B).

3.

At all times pertinent hereto, Defendant **True Designs** is/was involved in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, and/or selling business office chairs and their component parts and constituents, for sale to business in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown. True Designs also does business as **True Designs, Inc.**, **True Innovations, Inc.**, **True North America**, and **True North America, Inc.**

4.

At all times pertinent hereto, Defendant, **True Designs, Inc.**, is/was a corporation organized and existing under the laws of the State of California with its primary business office located in Irvine, California. **True Designs, Inc.** also does business as **True Designs**, **True Innovations, Inc.**, **True North America**, and **True North America, Inc.** Upon information and belief, the said True Designs, Inc.

is/was involved in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, and/or selling of business office chairs and their component parts and constituents, for sale to business in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown.

5.

Incorporated in the State of California in 2007, **True Innovations, Inc.**, is/was the self-proclaimed "global market leader in the design and manufacturing of high quality home, office, and entertainment products, which provide, value, style and innovation that improve the way people live and work." True Innovations, Inc. also does business as **True Designs, True Designs, Inc., True North America, and True North America, Inc.** Upon information and belief, the said company sells/sold its products through major retailers all over North America including, but not limited to, Lane Furniture Industries, Inc., Lowe's, Office Depot, OfficeMax, Inc., Sam's Club, and Wal-Mart.

6.

The Defendant, **True North America** is/was a legal entity which is/was involved in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, selling of business office chairs and their component parts and constituents, for sale in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown. At all times complained of herein, **True North America** also does/did business as **True North America, Inc, True Designs, True Designs, Inc., and True Innovations, Inc.**

7.

The Defendant, **True North America, Inc.** was established and incorporated in the State of California in 2001, and is/was a wholesale office furniture and equipment dealer. Defendant also does/did business as

**True North America, True Designs, True Designs, Inc., and True Innovations, Inc.** Upon information and belief, Defendant is/was involved in the designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, selling of business office chairs and their component parts and constituents, for sale in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown.

8.

The Defendant, **True North Innovations, Inc.** is incorporated in the State of California. Upon information and belief, the said Defendant is/was involved in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, selling of business office chairs and their component parts and constituents, for sale in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown.

9.

The Defendant, **True Seating Concepts, Inc.** is a corporation registered in the State of Delaware, but having its principal business location in Irvine, California. Upon information and belief, the said Defendant is/was involved in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, selling of business office chairs and their component parts and constituents, for sale in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown.

10.

The Defendant, **True Seating Concepts, LLC** is a corporation having its primary business location in Hong Kong, China. Upon information and belief, the said Defendant is/was involved in

designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, selling of business office chairs and their component parts and constituents, for sale in the United States, and for use by the consuming public, including, but not limited to, Plaintiff Sage Brown.

11.

Upon information and belief, **True & Associated, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC** have/had minimum contacts in the State of Georgia, and have, either jointly and/or severally, been involved in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, constructing packaging, labeling, distributing, merchandising, recommending, advertising, promoting, marketing, and/or selling the Broyhill-Gawnell, executive, office chair (hereinafter “the chair”), Model Number 7983, to retailers in the State of Georgia for purchase by Georgia residents, including and particularly Plaintiff Sage Brown.

12.

Upon information and belief, **True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC** are/were engaged, jointly and/or severally, in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, selling of business office chairs, and their component parts, in and throughout the United States of America, including Georgia.

13.

Defendant **Wal-Mart Stores, Inc.** is a foreign, Delaware corporation, and is the parent company of the wholly owned subsidiaries **Wal-Mart Stores East, LLP** and **Sam's East, Inc. (d/b/a Sam's Club)**. The said **Wal-Mart Stores, Inc.** officially incorporated on October 31, 1969, and is duly authorized to conduct business in the State of Georgia. In point of fact, Defendant regularly conducts business in and throughout Chatham County, Georgia through its wholly owned subsidiaries, Wal-Mart Stores East, LP and Sam's East, Inc. The said Wal-Mart Stores, Inc., is subject to the jurisdiction and venue of this Court, and may be served through its registered agent for service of process, Corporation Process Company, at 2180 Satellite Boulevard, Suite 400, Duluth, Georgia 30097. O.C.G.A. §9-11-4(e) (1)

14.

Defendant, **Wal-Mart Stores East, LLP**, is a foreign, Delaware corporation duly authorized to conduct business in the State of Georgia, and, in fact, regularly conducts business in and throughout Chatham County, Georgia. The said Defendant is a subsidiary of Wal-Mart Stores, Inc., and is subject to the jurisdiction and venue of this Court. Said Defendant may be served through its registered agent for service of process, Corporation Process Company, at 2180 Satellite Boulevard, Suite 400, Duluth, Georgia 30097. O.C.G.A. §9-11-4(e) (1)

15.

Defendant, **Sam's East, Inc.**, (d/b/a Sam's Club), is a foreign, Delaware corporation with its principal office located in Bentonville, Arkansas. The membership-only club is owned and operated by Wal-Mart, Inc., and is the "buying agent for its more than forty-seven (47) million paying members". Defendant operates at least two (2) retail warehouse facilities in Chatham County, Georgia. Therefore, the said Defendant is subject to the jurisdiction and venue of this Court, and may be served through its registered agent for service of process, Corporation Process Company, at 2180 Satellite Boulevard, Suite 400, Duluth, Georgia 30097. O.C.G.A. §9-11-4(e) (1)

16.

The amount in controversy exceeds \$75,000, exclusive of interest and costs, pursuant to 28 U.S.C. §1332(a).

17.

The Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(a).

### **FACTS**

18.

On or about May 23, 2009, Plaintiff Sage Brown purchased a new, in-the-box, Broyhill-Gawnell, executive chair (hereinafter "the chair"), Model number 7983, from Sam's East, Inc., d/b/a Sam's Club, located at 1975 East Montgomery Crossroads, Savannah, Georgia 31406. The Sam's item number was 980130; its designated SKU number was 839807309.

19.

"The chair" cost \$219.78 plus tax, and was purchased by Plaintiff Sage Brown to be used as such, exclusively by him, in the normal course of his business.

20.

Upon information and belief, Defendants **True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC** were involved, jointly and/or severally, in designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, fabricating, constructing, distributing, merchandising, recommending, advertising, promoting, marketing, and/or selling "the chair".

21.

After “the chair” was purchased, it was assembled according to the executive chair assembly instructions included in the packaging; assembly simply required Mr. Brown to attach the chair leg base to the body of the chair.

22.

Between May 23, 2009, and October 5, 2010, Plaintiff Sage Brown utilized “the chair” in the ordinary course and scope of business, without incident. “The chair” was not abused or misused during the seventeen (17) month period, and was used solely for its intended purpose. Moreover, Mr. Brown did not observe and/or discover any defects in “the chair’s” construction and/or foundation during this period.

23.

On the afternoon of October 5, 2010, Plaintiff Sage Brown was seated in “the chair”, talking on the telephone, when “the chair” suddenly, and without warning, collapsed, forcibly hurling him to the floor.

24.

As a direct and proximate result of the collapse of “the chair”, Plaintiff Sage Brown seriously and permanently injured his lumbar disc; the injury, ultimately, required Plaintiff to undergo life-threatening back surgery on May 13, 2011.

25.

Upon information and belief, the failure and collapse of “the chair” was directly and proximately caused by a defect in “the chair’s” design, manufacturing, assembling, compounding, testing, inspecting, fabricating, and/or construction.

## **II. FIRST CLAIM FOR RELIEF**

**(Strict Liability)**



26.

Plaintiffs incorporate by reference Paragraphs 1-25 of this Complaint, as though fully set forth herein.

27.

Upon information and belief and at all times material hereto, Defendants, True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, were/are “manufacturers” within the meaning of O.C.G.A §51-1-11.

28.

At all times material hereto, Defendants, True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC held themselves out, jointly and/or severally, as being experienced in and capable of designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, constructing, marketing, selling, advertising, packaging, and/or labeling of office furniture chairs, including “the chair” purchased by Plaintiff Sage Brown on or about May 23, 2009.

29.

At all times relevant hereto, the aforesaid Defendants had a duty, jointly and/or severally, to ensure that “the chair” was designed, manufactured, assembled, compounded, tested, inspected, fabricated, constructed, marketed, sold, advertised, packaged, and/or labeled in a responsible and safe way as to not cause injury to the consuming public in general, and to Plaintiff Sage Brown in particular.

30.

“The chair” sold to and purchased by Mr. Brown failed in its function as a chair, and was an inherently defective product; it posed an unreasonable danger to consumers in general, and to Plaintiff Sage Brown in particular.

31.

At all relevant times herein, Defendants, True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC had a duty, jointly and/or severally, to design, manufacture, assemble, compound, test, inspect, fabricate, construct, market, sell, and/or package “the Chair” so as not to pose an unreasonable danger to consumers in general, and to Plaintiff Sage Brown in particular.

32.

It was foreseeable that Defendants, True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, jointly and/or severally, would know that once placed in the stream of commerce and purchased, “the chair” would be used by the public in general, and Plaintiff Sage Brown in particular, to sit on, and would need to withstand normal, day-to-day use.

33.

“The chair” when sold, jointly and/or severally, by True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC was not merchantable and/or reasonably suited to its intended or foreseeable use. Therefore, Defendants were jointly and/or severally negligent as follows:

- a) The design, manufacturing, assembling, compounding, testing, inspecting, fabricating, and constructing of the chair was not sufficient to ensure that the chair would not collapse under normal wear and tear.
- b) True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, jointly and/or severally, did not use proper testing to ensure that the structural design and integrity of the chair would not be unreasonably compromised or otherwise impaired with normal usage.
- c) True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, jointly and/or severally, failed to warn Mr. Brown of the negligent design and manufacturing of the chair.
- d) True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, jointly and/or severally, negligently failed to maintain a quality control program that would detect and prevent the chair from suddenly, and without warning, give way.
- e) True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, jointly and or severally, failed to follow a reasonable standard of care in the designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, constructing, marketing, selling, advertising, packaging, and/or labeling of the chair which a reasonably prudent company of the same or similar business would have used under the same or similar circumstances; and
- f) Other ways to be proven through discovery at trial.

34.

At no time did Plaintiff Sage Brown have any reason to suspect or know, nor could he have learned or discovered True & Associates, LTD's, True Designs', True Designs, Inc.'s, True Innovations, Inc.'s, True North Innovations, Inc.'s, True North America's, True North American, Inc.'s, True Seating Concepts, Inc.'s, and True Seating Concepts, LLC's negligent conduct as herein described.

35.

As a direct and proximate result of True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC's negligent conduct, Plaintiff Sage Brown was significantly and permanently injured, and suffered damages in an amount exceeding \$75,000.00.

### **III. SECOND CLAIM FOR RELIEF**

#### **(Breach of Implied Warranty of Merchantability**

36.

Plaintiffs incorporate by reference Paragraphs 1-35 of this Complaint, as though fully set forth herein.

37.

The seller of "the chair", Wal-Mart Stores, Inc., is the parent company of wholly owned subsidiaries and retailers Wal-Mart Stores East, LP and Sam's East, Inc. (d/b/a Sam's Club). (Because of the corporate relationship between the three (3) companies, this Complaint shall hereafter use the term "Wal-Mart" to refer to all three (3) corporations unless otherwise indicated.)

38.

Defendant Wal-Mart is a "regular merchant with respect to goods of the kind sold" within the meaning of O.C.G.A. §11-2-104 (1) and (O.C.G.A. §11-2-314 (2).

39.

“The chair” was/is a “good” pursuant to O.C.G.A §11-2-314 (2), and was purchased brand new, in-the-box by Plaintiff-Buyer from Sam’s East, Inc. (d/b/a Sam’s Club) at its 1975 Montgomery Crossroads, Savannah, Georgia 31406. Therefore, “privity of contract” existed/exists between Defendant Wal-Mart and Plaintiff-Buyer; “the chair” was/is subject to an implied warranty of merchantability.

40.

“The chair”, at the time of its sale to Plaintiff-Buyer, was not of merchantable quality; it was generally unfit for its ordinary and foreseeable purpose, as the design, manufacture, assembling, compounding, testing, inspecting, fabricating, constructing, marketing, selling, advertising, packaging, and/or labeling of the product was defective.

41.

As a direct and proximate result of the injury sustained by Plaintiff-Buyer, Plaintiffs have sustained compensatory damages.

42.

Plaintiff Sage Brown first notified Wal-Mart of “the chair’s” sudden collapse on or about October 6, 2010.

43.

As a direct and proximate result of Defendant Wal-Mart’s breach of implied warranty of merchantability, Plaintiff- Buyer has sustained significant, substantial, and permanent injuries in an amount in excess of \$75,000.

#### **IV. THIRD CLAIM FOR RELIEF**

**(Breach of Implied Warranty of Fitness for a Particular Purpose)**

44.

Plaintiffs incorporate by reference Paragraphs 1-43 of this Complaint, as though fully set forth herein.

45.

At all times pertinent hereto, “privity of contract” existed between Defendant Wal-Mart and Plaintiff-Buyer, the end-user of “the chair”.

46.

At all times pertinent hereto, Defendant Wal-Mart had actual and/or constructive knowledge that Plaintiff-Buyer would use “the chair” for sitting—the particular purpose from which Plaintiff-Buyer’s injury arose.

47.

At all times pertinent hereto, Defendant Wal-Mart held itself out as being a “friend of business” and the “buying agent for its more than forty-seven (47) million (Sam’s Club) members”. Likewise, Defendant knew and/or had reason to know that the consuming public in general, and Plaintiff-Buyer in particular, would rely on its skill and judgment in selecting and selling goods which were/are suitable.

#### **V. FORTH CLAIM FOR RELIEF**

##### **(Failure to Warn)**

48.

Plaintiffs incorporate by reference Paragraphs 1-47 of this Complaint, as though fully set forth herein.

49.

Given the facts of this case, Wal-Mart was no “innocent seller”, and had a duty to warn its customers of any known and/or suspected defect(s) in and/or danger(s) posed by its goods, including the Broyhill-Gawnell, executive, office chair and its component parts.

50.

At all times pertinent hereto, Wal-Mart had actual and/or constructive knowledge that use of “the chair”, for its intended purpose, and in a manner that was reasonably foreseeable, posed a potential danger that would not and/or could not be readily or easily detected through mere observation by a reasonably prudent consumer, including and especially Plaintiff Sage Brown.

51.

On or about March 2005, Sam’s East, Inc. (d/b/a Sam’s Club) was named as a Defendant in Tyler Stein v. Sam’s East, Inc. and True Seating Concepts, LLC, a products liability lawsuit arising out of New Jersey. Not unlike the facts in the instant Complaint, the lawsuit alleged, inter alia, that Plaintiff Tyler Stein was seriously and permanently injured when the base of his True Seating Concepts, LLC office chair, purchased from Sam’s East, Inc., “snapped into”, throwing the Plaintiff onto the floor.

52.

The case, *supra*, was filed more than five (5) years before Plaintiff Sage Brown purchased his True Seating Concepts, LLL’s executive office chair (“the chair”) from Sam’s East, Inc. (d/b/a Sam’s Club). Certainly at that point in time, Wal-Mart knew, or should have know, that True Seating Concepts, LLL’s executive office chairs were potentially defective and posed a real potential for injury to consumers, especially and particularly Mr. Brown.

53.

As a result of Defendant Wal-Mart’s failure to warn Plaintiff-Buyer of “the chair’s” potential defect(s) and/or danger(s), and other negligent acts as complained of herein, Plaintiff Sage Brown was caused to suffer severe and permanent bodily injury when his chair (“the chair”) gave way and he fell to the floor.

54.

Because of the corporate relationship between the three retail giants, Sam's East, Inc.'s actual knowledge of the defect(s) in True Seating Concepts, LLL's office chairs, and their potential for injury, should be imputed to Wal-Mart Stores East, LP and Wal-Mart Stores, Inc.

## **VI. FIFTH CLAIM FOR RELIEF**

### **(Res Ipsa Loquitur)**

55.

The Plaintiffs incorporate by reference Paragraphs 1 through 54 of this Complaint, as though fully set forth herein.

56.

Mr. Brown sustained a significant, substantial, and permanent injury as a direct result of sitting in "the chair" manufactured, jointly and/or severally by True & Associates, LTD, True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North American, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC, and sold by and through Defendants Wal-Mart Stores, Inc., Wal-Mart Stores East, L. P., and Sam's East, Inc. (d/b/a Sam's Club).

57.

The act of merely sitting in an office chair in the course and scope of one's employment, generally and ordinarily, does not result in substantial and permanent bodily injury to the chair's occupant.

58.

The instrumentality, i.e., the Broyhill-Gawnell, executive office chair, caused Plaintiff-Buyer's injuries and was defective from the very instant it was designed, manufactured, and ultimately placed in the stream of commerce.



59.

Plaintiffs are entitled to have and recover damage from defendants, jointly and/or severally, in an amount in excess of \$75,000, pursuant to the theory of Res Ipsa Loquitur, among other theories advanced herein.

**VII. SIXTH CLAIM FOR RELIEF**

**(Loss of Consortium)**

60.

The Plaintiffs incorporate by reference Paragraphs 1 through 59 of this Complaint, as though fully set forth herein.

61.

At all times pertinent hereto, Plaintiffs were and continue to be a married couple.

62.

At all times relevant to this action, Plaintiff Sage Brown could not fully participate in the marriage due to his injuries.

63.

As a result of the wrongful and negligent acts of the Defendants, jointly and/or severally, the Plaintiffs were caused to suffer, and will suffer in the future, loss of consortium, loss of affection, loss of assistance, and loss of conjugal fellowship, all to the detriment of their marital relationship.

**WHEREFORE PREMISES CONSIDERED**, the Plaintiffs, jointly as Husband and Wife, request the Court find:

- a. That Defendants, jointly and/or severally, were responsible for designing, manufacturing, assembling, compounding, testing, inspecting, fabricating, packaging, labeling, fabricating,

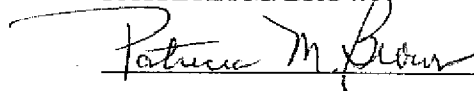
constructing, distributing, merchandising, recommending, advertising, promoting, marketing, and/or selling the defective Broyhill-Gawnell Executive Office Chair;

- b. That Plaintiff Sage Brown have and recover from Defendants, jointly and/or severally, compensatory damages in an amount in excess of \$75,000.00, to compensate Plaintiff for his catastrophic injuries, including, but not limited to, mental anguish, physical pain and suffering, loss of earnings, and medical expenses, now and in the future;
- c. That Plaintiffs have and recover from the Defendants, jointly and/or severally, pre-judgment interest and costs;
- d. That all of the aforesaid injuries and consequent damages were caused solely and proximately by the negligence and/or carelessness of the Defendants, jointly and/or severally;
- e. That Plaintiff Patricia M. Brown, as wife of Plaintiff Sage Brown, have and recover from Defendants, jointly and/or severally, damages for loss of society, companionship, and consortium of her husband as allowable under the law, in an amount to be proven at the time of trial;
- f. That Plaintiffs have and recover post-judgment interest, and
- g. That Plaintiffs have and recover such other and further relief as the Court deems just and proper.

A TRIAL BY JURY IS HEREBY DEMANDED ON ALL ISSUES SO TRIABLE, PURSUANT TO RULE 38, F.R.CIV.P.

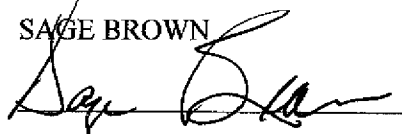
This 10<sup>th</sup> day of September, 2012.

PATRICIA M. BROWN



(Plaintiff, Pro Se)

SAGE BROWN



(Plaintiff, Pro Se)

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

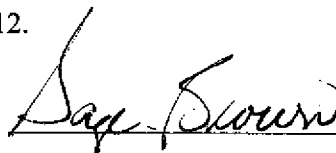
SAGE BROWN, and	)	
PATRICIA M. BROWN	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO:
True & Associates, LTD	)	
True Designs	)	
True Designs, Inc.	)	
True Innovations, Inc.	)	
True North Innovations, Inc	)	
True North America	)	
True North America, Inc.	)	
True Seating Concepts, Inc.	)	
True Seating Concepts, LLC	)	
Sam's East, Inc.	)	
Wal-Mart Stores East, LP, and	)	
Wal-Mart Stores, Inc.	)	
Defendants.	)	

VERIFICATION

Personally appeared before the undersigned party authorized to administer oaths, SAGE BROWN and PATRICIA M. BROWN, who states under oath that each is a Plaintiff named in the above-styled

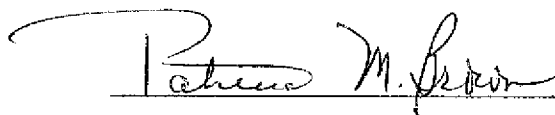
action, and that the facts stated in their Complaint are true to the best of their individual knowledge and belief.

This 10<sup>th</sup> day of September, 2012.



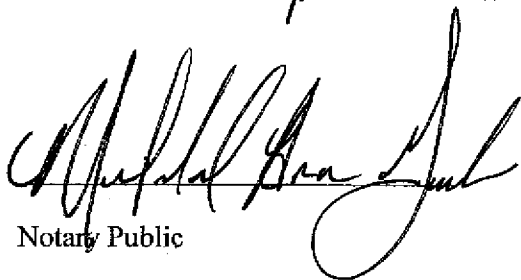
SAGE BROWN, Plaintiff (Pro Se)

Sworn to and subscribed before me



PATRICIA M. BROWN, Plaintiff (Pro Se)

This 10<sup>th</sup> day of September, 2012.

  
Notary Public

My commission expires: 4-11-2016

Mildred Ann Jackson  
NOTARY PUBLIC  
Chatham County, GEORGIA  
My Comm. Expires  
4/11/2016

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

SAGE BROWN, and	)	
PATRICIA M. BROWN	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO:
True & Associates, LTD	)	
True Designs	)	
True Designs, Inc.	)	
True Innovations, Inc.	)	
True North Innovations, Inc	)	
True North America	)	
True North America, Inc.	)	
True Seating Concepts, Inc.	)	
True Seating Concepts, LLC	)	
Sam's East, Inc.	)	
Wal-Mart Stores East, LP, and	)	
Wal-Mart Stores, Inc.	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

This is to certify that we have this day served a copy of the foregoing upon True & Associates LTD pursuant to FRCP 4 (f) (2) (b), at:

True & Associates LTD

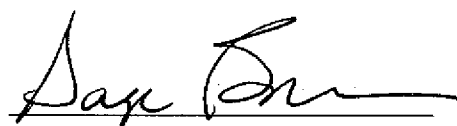
12F-5

666 Wu Chaun W. Road

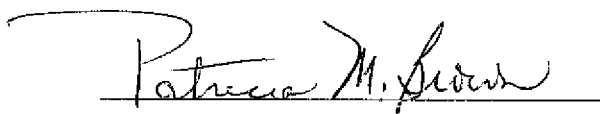
Sec. 2

Taichung, Taiwan

This 10<sup>th</sup> day of September, 2012.

A handwritten signature in dark ink, appearing to read "Sage Brown", written over a horizontal line.

SAGE BROWN, Plaintiff (Pro Se)

A handwritten signature in dark ink, appearing to read "Patricia M. Brown", written over a horizontal line.

PATRICIA M. BROWN, Plaintiff (Pro Se)

Post Office Box 9991

Savannah, Georgia 31412-9991

Telephone: (912) 236-0639

Facsimile: (912) 236-0064

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHER DISTRICT OF GEORGIA  
SAVANNAH DIVISION

SAGE BROWN, and	)	
PATRICIA M. BROWN	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO:
True & Associates, LTD	)	
True Designs	)	
True Designs, Inc.	)	
True Innovations, Inc.	)	
True North Innovations, Inc	)	
True North America	)	
True North America, Inc.	)	
True Seating Concepts, Inc.	)	
True Seating Concepts, LLC	)	
Sam's East, Inc.	)	
Wal-Mart Stores East, LP, and	)	
Wal-Mart Stores, Inc.	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

This is to certify that we have this day served a copy of the foregoing upon San's East, Inc., Wal-Mart Stores East, LP, and Wal-Mart Stores, Inc. by hand delivering and/or affixing adequate postage there to and deposition in the U.S. Mail to:

**Sam's East, Inc**

Corporation Process Company

2180 Satallite Boulevard

Suite 400

Duluth, Georgia 30097

**Wal-Mart Stores, Inc.**

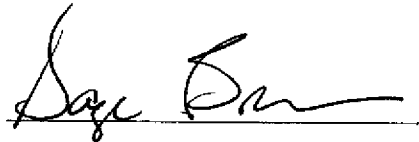
Corporation Process Company

2180 Satallite Boulevard

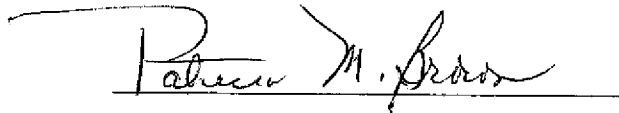
Suite 400

Duluth, Georgia 30097

This 15 day of September, 2012.



SAGE BROWN, Plaintiff (Pro Se)



PATRICIA M. BROWN, Plaintiff (Pro Se)

Post Office Box 9991

Savannah, Georgia 31412-9991

Telephone: (912) 236-0639

Facsimile: (912) 236-00



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

SAGE BROWN, and	)	
PATRICIA M. BROWN	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO:
True & Associates, LTD	)	
True Designs	)	
True Designs, Inc.	)	
True Innovations, Inc.	)	
True North Innovations, Inc	)	
True North America	)	
True North America, Inc.	)	
True Seating Concepts, Inc.	)	
True Seating Concepts, LLC	)	
Sam's East, Inc.	)	
Wal-Mart Stores East, LP, and	)	
Wal-Mart Stores, Inc.	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

This is to certify that we have this day served a copy of the foregoing upon True Designs, True Designs, Inc., True Innovations, Inc., True North Innovations, Inc., True North America, True North America, Inc., True Seating Concepts, Inc., and True Seating Concepts, LLC by hand delivering and/or

affixing adequate postage there to and deposition in the U.S. Mail to its/their agent for service of process:

Mr. Michael A. Connor

**True Designs**

17991 Cowan

Irvine, California 92614

Mr. Michael A. Connor

**True Designs, Inc.**

17991 Cowan

Irvine, California 92614

Mr. Michael A. Connor

**True Innovations, Inc.**

17991 Cowan

Irvine, California 92614

Mr. Michael A. Connor

**True North Innovations, Inc.**

17991 Cowan

Irvine, California 92614

Mr. Michael A. Connor

**True North America**

17991 Cowan

Irvine, California 92614

Mr. Michael A. Connor

**True North America, Inc.**

17991 Cowan

Irvine, California 92614

Mr. Michael A. Connor

**True Seating Concepts, Inc.**

17991 Cowan

Irvine, California 92614

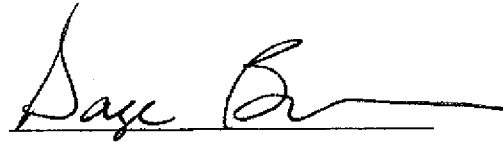
Mr. Michael A. Connor

**True Seating Concepts, LLC**

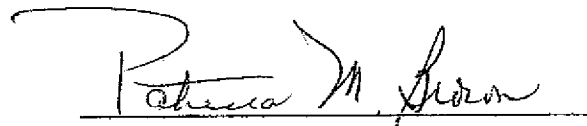
17991 Cowan

Irvine, California 92614

This 10<sup>th</sup> day of September, 2012.

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SAGE BROWN, Plaintiff (Pro Se)

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PATRICIA M. BROWN, Plaintiff (Pro Se)

Post Office Box 9991

Savannah, Georgia 31412-9991

Telephone: (912) 236-0639

Facsimile: (912) 236-0064

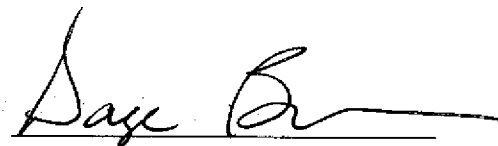
Mr. Michael A. Connor

**True Seating Concepts, LLC**

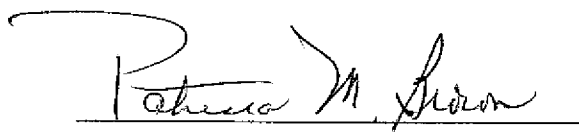
17991 Cowan

Irvine, California 92614

This 10<sup>th</sup> day of September, 2012.

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SAGE BROWN, Plaintiff (Pro Se)

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PATRICIA M. BROWN, Plaintiff (Pro Se)

Post Office Box 9991

Savannah, Georgia 31412-9991

Telephone: (912) 236-0639

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

SAGE BROWN, and	)	
PATRICIA M. BROWN	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO:
True & Associates, LTD	)	
True Designs	)	
True Designs, Inc.	)	
True Innovations, Inc.	)	
True North Innovations, Inc	)	
True North America	)	
True North America, Inc.	)	
True Seating Concepts, Inc.	)	
True Seating Concepts, LLC	)	
Sam's East, Inc.	)	
Wal-Mart Stores East, LP, and	)	
Wal-Mart Stores, Inc.	)	
Defendants.	)	

**PETITION FOR ISSUANCE OF A "LETTER ROGATORY"**

Plaintiffs herein move the Honorable Court pursuant to FRCP 4(f) (2) (B), for a "Letter Rogatory" directing the Appropriate Judicial Authority in Taiwan to cause the attached summons and

complaint to be served upon Defendant True & Associates, LTD, a foreign corporation created under the laws of Taiwan and physically located wholly outside the judicial boundaries of the United States of America. Plaintiffs point out and say the following in support of thereof:

1. Located in Taichung, Taiwan, True & Associates, LTD is a manufacturer/exporter of furniture and furniture parts to the United States, and is a Defendant in the instant product liability lawsuit brought by Plaintiffs, both citizens and residents of the State of Georgia.
2. True & Associates, LTD does not “now” maintain a registered agent or business location(s) in the State of Georgia, or elsewhere in the United States, for the purpose of accepting or otherwise effectuating service of process upon the said Defendant.
3. On October 5, 2010, Plaintiff Sage Brown was seriously and permanently injured when “the chair”, purchased by Plaintiff Sage Brown and manufactured by Defendant, suddenly collapsed.
4. As a direct and proximate result of “the chair’s” failure, Plaintiff Sage Browns was forcibly thrown onto the floor, suffered, and continues to suffer, devastating bodily injury, and underwent life threatening surgery to repair the damage to his lower back.
5. The True & Associates is not a signatory to the Hague Convention and there is no internationally agreed upon means of service of process. Therefore, the only means Plaintiffs have of properly effecting service of process against the foreign Defendant is by a “Letter Rogatory” from the United States District Court.
6. Defendant is a proper and indispensable party to the instant action; without proper Service of Process upon True & Associates, LTD, justice cannot completely be done between the said parties.

7. Without a "Letter Rogatory" and the Court's able assistance in obtaining international judicial aid in this matter, the manufacturer of the defective chair will completely escape liability for Plaintiffs' injuries, despite the company's clear liability in this matter.

**WHEREFORE the foregoing premises considered**, Plaintiffs respectfully request that the Court

1. Issue a "Letter Rogatory" to the Appropriate Taiwanese Official, directing that Service of Process be properly served upon True & Associates, LTD.
2. For such other and further relief as this Honorable Court deems appropriate.

Respectfully Requested, this 10<sup>th</sup> day of September, 2012.



SAGE BROWN, Plaintiff (Pro Se)



PATRICIA M. BROWN, Plaintiff (Pro Se)

Post Office Box 9991

Savannah, Georgia 31412-9991

Telephone: (912) 236-0639

Facsimile: (912) 236-0064



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

SAGE BROWN, and

PATRICIA M. BROWN

Plaintiffs,

V.

TRUE & ASSOCIATES, LTD

PROPOSED LETTER ROGATORY

The United States District Court, Southern District of Georgia presents its compliments to the People and Government of Taiwan, and respectfully requests International Judicial Assistance to effecting Service of Process in a civil legal matter before this Court in the above-captioned matter.

This Court respectfully requests assistance described herein as necessary in the interest of justice. The assistance requested is that the Appropriate Judicial Authority of Taiwan effect Service of Process upon the below named entity.

True & Associates LTD

12F-5

666 Wu Chaun W. Road

Sec. 2

Taichung, Taiwan

FACTS

Plaintiff Sage Brown was engaged in a telephone conversation while sitting in a chair designed, manufactured, assembled, compounded, tested, inspected, fabricated, constructed, marketed, sold, and/or

packaged by True & Associates, LTD. The chair suddenly collapsed, forcibly throwing Plaintiff Sage Brown to the floor, and seriously and permanently injuring his lower back. Also, Plaintiff Sage Brown could not fully participate in the marriage due to his injuries.

RECIPROCITY

This Court is willing to provide similar assistance to Judicial Authorities of Taiwan.

REIMBURSEMENT OF COST

Plaintiffs are willing to reimburse Taiwanese Judicial Authorities for the costs incurred in effecting Service of Process upon True & Associates, LTD.

Signature of Requesting Judge

Typed Name of Requesting Judge

United States District Court

For The Southern District of Georgia

Savannah Division

125 Bull Street

Savannah, Georgia, 31401, United States of America

(Date)

(Seal of the Court)