**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF NEW YORK**

NATHAN EDWARD WARD,

Plaintiff,

vs.

FURMIA, LLC,

Defendant.

----------X

Civil No. _____

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Nathan Edward Ward (hereafter referred to as "Plaintiff" or "Nathan"), by and through his attorneys, Michael K. Johnson and Adam J. Kress of JOHNSON BECKER, PLLC and Randi Kassan of MILBERG, LLC, hereby submits the following Complaint and Demand for Jury Trial against Defendant Furmia, LLC, (hereafter referred to as "Defendant" or "Furmia"), and in support thereof alleges as follows:

## NATURE OF THE CASE

1. This is a product liability action seeking recovery for substantial personal injuries and damages suffered by Plaintiff, after Plaintiff was seriously injured by a Houswise Tabletop Fire Pit" (hereafter generally referred to as "fire pit(s) or "subject fire pit") designed, marketed, imported, distributed, and sold by Furmia.

2. On December 19, 2024, the Consumer Product Safety Commission ("CPSC") issued a Consumer Alert/Product Safety Warning about liquid-burning fire pits because of the risks posed by flame jetting and/or flashbacks[1] and because the open reservoir of flammable isopropyl alcohol

[1] "Flame jetting" is a sudden and possibly violent flash fire that can occur when pouring flammable liquids from a container over an exposed flame or other ignition source. *See,* https://www.cpsc.gov/Safety-Education/Safety-Education-Centers/Fuel-Container-Gasoline-and-Other-Liquid-Fuel-Safety (last accessed September 23, 2026).

(or other liquid fuel) violates the requirements found in voluntary safety standard ASTM F3363-19. A copy of the CPSC's warning is attached hereto as Exhibit A.

3. The CPSC urged the immediate cessation of sale and usage of these fire pits, calling them "extremely dangerous" and noting that "[s]ellers should stop selling" these products, because they "have caused at least 60 injuries and two deaths since 2019."

4. On or about July 16, 2026, the CPSC issued a follow-up notice urging consumers to stop using the Houswise Tabletop Firepits, specifically; noting that at the time it was "aware of more than two dozen reports of flame-jetting, fuel leaking outside of the fire pit, and unexpectedly high flames, resulting in seven injuries, including third-degree burns." A copy of the July 16, 2026, warning is attached hereto as Exhibit B.

5. Notwithstanding the CPSC's ***multiple*** warnings that "[s]ellers should stop selling" these products, Furmia continues to sell its defective fire pits to consumers throughout the United States.[2]

6. On or about October 4, 2024, Nathan was adding isopropyl alcohol fuel to the subject firepit's reservoir, as instructed. Suddenly and unexpectedly, a flame flashed back out of the bottle and into the surrounding area; including onto Nathan' face, neck, ears and right upper extremity.

7. As a result of the incident, Nathan sustained mixed partial and full thickness burns to his face and right upper extremity, which account for approximately 18% of his total body surface area ("TBSA"). Most notably, Nathan continues to have significant scarring on his face, neck and right forearm where the flames burst out and hit him.

8. Furmia sold these fire pits, including the subject fire pit, with a series of fatal defects that make them inherently dangerous to consumers.

[2] https://houswise.com/?https://houswise.com/ (last accessed September 23, 2026).

9. Consequently, Plaintiff brings this case as a direct and proximate result of the strict products liability, negligence, and breach of warranties of Furmia.

**NATHAN EDWARD WARD**

10. Nathan Edward Ward is a citizen and resident of the City of Georgetown, County of Williamson, State of Texas and remains domiciled in the same. Therefore, Nathan is a resident and citizen of the State of Texas for purposes of diversity pursuant to 28 U.S.C. § 1332.

11. On or about September 10, 2024, Nathan purchased the subject firepit from www.amazon.com.

12. On or about October 4, 2024, Nathan suffered serious and substantial burn injuries as the direct and proximate result the isopropyl alcohol fuel flame jetting and/or flashing back during the normal, directed and foreseeable use of the fire pit. The incident occurred as a result of the defective design of the fire pit in that it utlizes an open reservoir to contain flammable isopropyl alcohol (or other liquid fuel) and violates the requirements found in safety standard ASTM F3363-19. The incident also occurred as a result of Furmia's failure to remove the fire pit from the stream of commerce; despite ample notice from the CPSC that the fire pits were not safe for consumer use.

**FURMIA, LLC**

13. Furmia, LLC designs, markets, imports, distributes and sells a variety of consumer products, including the subject fire pit at issue in this case.

14. Furmia is Wyoming a liability limited company, with its principal place of business continuing to be located at 14444 Jewel Avenue, Flushing, New York 11367. Furmia's sole member is Janus Associates, Inc. Janus Associates, Inc. is a New York Corporation, with its principle place of business located at 4444 Jewel Avenue, Flushing, New York 11367. Furmia is

therefore deemed to be a resident and citizen of both the State of Wyoming and the State of New York for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

## JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this case pursuant to diversity jurisdiction prescribed by 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and there is complete diversity between the parties.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) in that Furmia's principle place of business is located in this district, and it is a citizen of this district for purposes of diversity pursuant to 28 U.S.C. § 1332.

## FACTUAL ALLEGATIONS

### A. The CPSC's Product Safety Warnings

17. On December 19, 2024, the Consumer Product Safety Commission (CPSC) issued a Consumer Alert/Product Safety Warning about liquid-burning fire pits because of the risks posed by flame jetting and/or flashbacks and because the open reservoir of flammable isopropyl alcohol (or other liquid fuel) violates the requirements found in voluntary safety standard ASTM F3363-19. *See generally*, Exhibit A.

18. The Consumer Alert/Product Safety Warning describes the "Hazard[s]" as follows:

> **Fire pits that require consumers to pour isopropyl (rubbing) alcohol or other liquid fuel into an open container or bowl and then ignite the pooled liquid in the same location it was poured violate the requirements in voluntary safety standard ASTM F3363-19.**
>
> **Flame jetting, a second hazard, can occur when refilling alcohol or other liquid-burning fire pits if any flame is present. A small flame in the fire pit can be hard to see and can ignite alcohol or other liquid fuel as it is poured, causing an explosion that propels flames and burning liquid onto the consumer or bystanders.**

*Id*.

19. The Consumer Alert/Product Safety Warning also noted the following:

> **Isopropyl (rubbing) alcohol, ethanol/bioethanol, and similar liquid fuels burn with flame temperatures over 1,600°F and can cause third degree burns in less than one second. Igniting a pool of alcohol or other liquid fuel in a fire pit's open container creates an uncontrollable pool fire, which can suddenly produce larger, hotter flames that can spread beyond the fire pit product.**

*Id*.

20. The CPSC urged the immediate cessation of sale and usage of these fire pits, calling them **"extremely dangerous"** and noting that they ***"[have] been associated with two deaths and at least 60 injuries since 2019."*** *Id*.

**B. <u>The CPSC Urges Consumers to Stop Using Houswise Firepits</u>**

21. On or about July 16, 2026, the CPSC issued a follow-up notice consumers to stop using the Houswise Tabletop Firepits, specifically; noting that at the time it was "aware of more than two dozen reports of flame-jetting, fuel leaking outside of the fire pit, and unexpectedly high flames, resulting in seven injuries, including third-degree burns." *See generally,* Exhibit B.

22. Notwithstanding the CPSC's *<u>multiple</u>* warnings that "[s]ellers should stop selling" these products, Furmia continues to sell its defective fire pits to consumers throughout the United States.[3]

**C. <u>The Fire Pits' Design Defects</u>**

23. According to the CPSC, the design of Houswise fire pits violates the requirements of ASTM Safety Standard F3363-19. *See generally*, Exhibit A.

24. More specifically, the Houswise fire pit that injured Plaintiff requires consumers to pour flammable liquid fuel, usually either isopropyl (rubbing) alcohol or ethanol fuel, into the same container in which the fuel is burned.

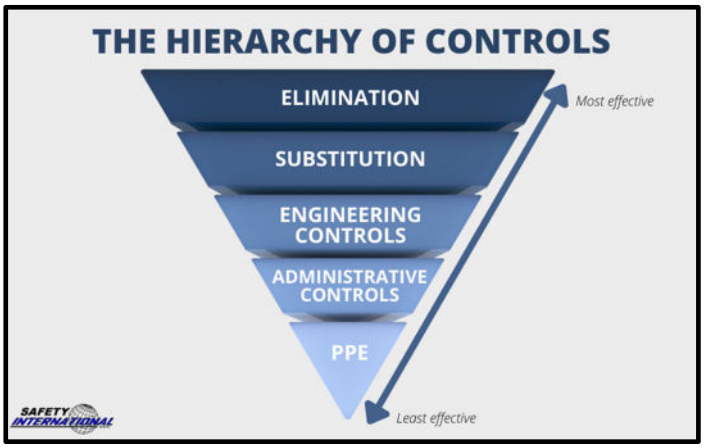
[3] *Id.*

25. As noted by the CPSC, ASTM F3363-19 is intended to prevent pool fires (in which flames burn along the surface of pooled or spilled flammable liquids), flame jetting (in which flames erupt from containers of liquid fuel) and/or flashbacks. *Id.*

**D. The Fire Pits' Warning Defects**

26. Under the most basic, commonly accepted engineering principles of product development, such as the Engineering Triad or the Safety Hierarchy, providing warnings and instructions is not a substitute for designing out a product defect.

27. Rather, it is a basic safety engineering practice to design a product hazard out of existence when it is feasible to do so. This fundamental principle is embodied in the Safety Hierarchy and in Failure Mode and Effects Analysis ("FMEA"):




*Hierarchy of Controls*
*https://www.safety-international.com/posts/hierarchy-of-controls/*

28. Against this backdrop, the Houswise fire pits suffer from multiple warning defects.

29. First, Houswise firepits claim to incorporate "ASTM-Certified Construction," but this could not be further from the truth.[4]

[4] See, https://houswise.com/products/gift-of-fire (last accessed September 23, 2026)

30. Specifically, ASTM Safety Standard F3363-19 requires the following warning on both the fire pit itself (in a conspicuous location, in contrasting colors and in a permanent form) and in its User Manual:

*ASTM Safety Standard F3363-19*

31. However, a review of the subject fire pit and its accompanying Warnings and Instructions confirm that no such label can be found either on the fire pit or in its User Manual.

32. In addition, the warnings do not disclose the possibility or dangers of flame jetting and/or flashbacks, nor that any refueling canister or bottle containing isopropyl alcohol or other furl for use in a liquid burning fire pit should contain a flame arrestor. In turn, consumers such as the Plaintiff have no knowledge of risks associated with its use.

33. As noted above, flame jetting and/or flashbacks occur when flammable liquid vapors ignite and a sudden, powerful burst of flame shoots out of a container, potentially causing severe burns and/or fires.

34. The subject fire pit and its manual are devoid of any description of flame jetting and/or flashbacks; feature no depiction or illustration of flame jetting and/or flashbacks; and no warning regarding flame jetting and/or flashbacks can be found.

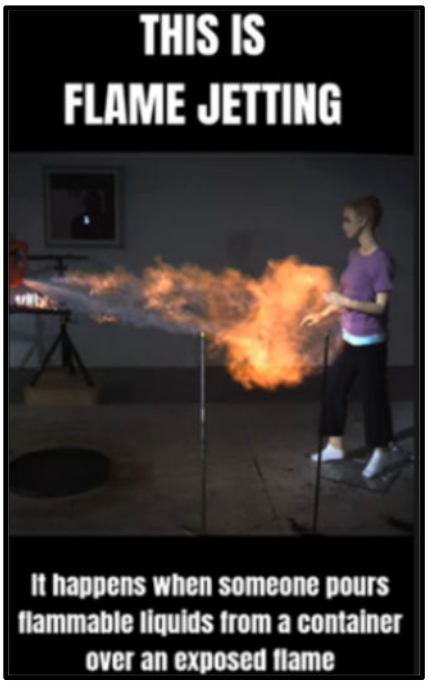



***Image from the CPSC's Flame Jetting Safety Video***
***https://www.youtube.com/shorts/dW1y0UF_zLg***

**E. The Incident on October 4, 2024**

35. On or about October 4, 2024, Nathan was adding isopropyl alcohol fuel to the firepit's reservoir, as instructed. Suddenly and unexpectedly, a flame jetted and/or flashed back out of the bottle and into the surrounding area; including onto Nathan's face, neck, ears and right upper extremity.

36. As a result of the incident, Nathan sustained mixed partial and full thickness burns to his face and right upper extremity, which account for approximately 18% of his total body surface area ("TBSA"). Most notably, Nathan continues to have significant scarring on his face, neck and right forearm where the flames burst out and hit him.

37. Furmia sold these fire pits, including the subject fire pit, with a series of fatal defects that make them inherently dangerous to consumers. Moreover, it continues to sell these dangerously defective fire pits to consumers, CPSC warnings urging it to stop doing so.

38. Consequently, Plaintiff brings this case as a direct and proximate result of the strict products liability, negligence, and breach of warranties of Furmia.

## CLAIMS FOR RELIEF

### FIRST CAUSE OF ACTION
### STRICT LIABILITY

39. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

40. At the time of Plaintiff's injuries, Defendant's fire pit was defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

41. Defendant's fire pit was in the same or substantially similar condition as when it left the possession of Defendant.

42. Plaintiff did not misuse or materially alter the fire pit.

43. The fire pit did not perform as safely as an ordinary consumer would have expected it to perform when used in a reasonably foreseeable way.

44. Further, a reasonable person would conclude that the possibility and severity of harm outweighs the burden or cost of making the fire pits safe. Specifically:

a. The fire pits designed, sold, and supplied by Defendant were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers in that they do not comply with ASTM F3363-19;

b. The seriousness of the potential burn injuries resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;

c. Defendant failed to properly market, design, distribute, supply, and sell the fire pits, despite having extensive knowledge that the aforementioned injuries could and did occur;

d. Defendant failed to warn and place adequate warnings and instructions on the fire pits in compliance with ASTM Safety Standard F3363-19;

e. Defendant failed to adequately test the fire pits and/or perform a Failure Modes and Effects Analysis ("FMEA"); and

f. Defendant failed to market an economically feasible alternative design, despite the existence of the aforementioned economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

45. Defendant's actions and omissions were the direct and proximate cause of the Plaintiff's injuries and damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## SECOND CAUSE OF ACTION
## COMMON LAW NEGLIGENCE

46. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

47. Defendant has a duty of reasonable care to design, market, and sell non-defective fire pits that are reasonably safe for their intended use by consumers, such as Plaintiff.

48. Defendant failed to exercise ordinary care in the design, sale, warnings, quality assurance, quality control, distribution, advertising, promotion, sale, and marketing of its fire pits in that Defendant knew or should have known that said fire pits created a high risk of unreasonable harm to the Plaintiff and consumers alike.

49. Defendant was negligent in the design, advertising, warning, marketing, and sale of its fire pits in that, among other things:

a. The fire pits designed, sold, and supplied by Defendant were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers in that they do not comply with ASTM F3363-19;

b. Defendant failed to warn and place adequate warnings and instructions on the fire pits in compliance with ASTM Safety Standard F3363-19;

c. Defendant aggressively over-promoted and marketed its fire pits through its website (and continues to do so), notwithstanding the CPSC's *multiple* warnings that "[s]ellers should stop selling" these products;

d. Defendant failed to adequately test the fire pits and/or perform a Failure Modes and Effects Analysis ("FMEA"); and

e. Was otherwise careless or negligent.

50. Defendant's negligence was the direct and proximate cause of Plaintiff's injuries and damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## THIRD CAUSE OF ACTION
## NEGLIGENT DESIGN DEFECT

51. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

52. Defendant is the seller, distributor, marketer, and supplier of the subject fire pits, which were negligently designed.

53. Defendant failed to exercise reasonable care in designing, developing, inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting its fire pits, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiff.

54. As a result, the subject fire pits, including Plaintiff's fire pit, contain defects in their design which render them unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant.

55. The defect in the design violates ASTM F3363-19, which is intended to prevent pool fires (in which flames burn along the surface of pooled or spilled flammable liquids, flame jetting (in which flames erupt from containers of liquid fuel) and/or flashbacks.

56. Plaintiff in this case used his fire pit in a reasonably foreseeable manner and did so as substantially intended by Defendant.

57. The subject fire pit was not materially altered or modified after being distributed by Defendant and before being used by Plaintiff.

58. The design defects violating ASTM F3363-19 were the direct and proximate result of Defendant's negligence and failure to use reasonable care in designing, testing, manufacturing, and promoting the fire pits.

59. As a direct and proximate result of Defendant's negligent design of its fire pits, the Plaintiff in this case suffered injuries and damages described herein.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## FOURTH CAUSE OF ACTION
## NEGLIGENT FAILURE TO WARN

60. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully herein.

61. Defendant had a duty to exercise reasonable care to warn consumers of the dangerous conditions or the facts that made its fire pits likely to be dangerous.

62. At the time the fire pit was purchased, up through the time Plaintiff was injured, Defendant knew or had reason to know that its fire pits were dangerous and created an unreasonable risk of harm to consumers.

63. ASTM Safety Standard F3363-19 requires the following warning on both the fire pit itself (in a conspicuous location, in contrasting colors and in a permanent form) and in its User Manual:

*ASTM Safety Standard F3363-19*

64. However, the subject fire pit and its manual are devoid of any description of flame jetting and/or flashbacks; feature no depiction or illustration of flame jetting and/or flashbacks; and no warning regarding flame jetting and/or flashbacks can be found.

65. As a direct and proximate result of Defendant's negligent failure to warn of the dangers of its fire pits, the Plaintiff in this case suffered injuries and damages described herein.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

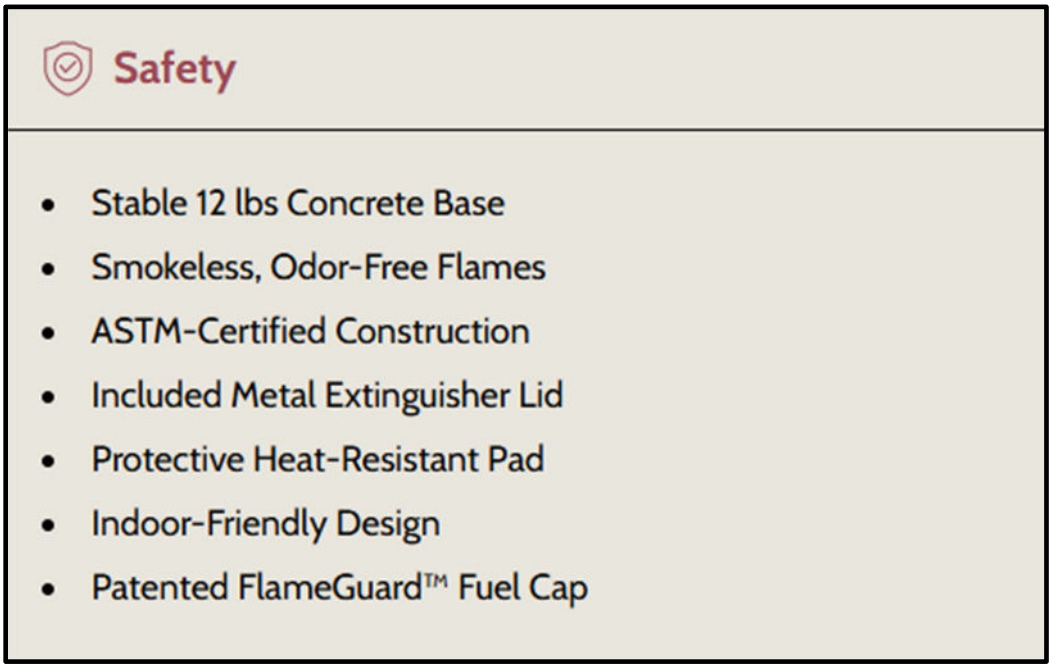
## FIFTH CAUSE OF ACTION
## NEGLIGENT MISREPRESENTATION

66. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully herein.

67. Defendant had an absolute duty to disclose the true facts regarding the safety of its fire pits as the only entities capable of knowing and reporting the true facts regarding the safety, testing, design and performance of the fire pits.

68. However, the representations made by Defendant were false.

69. Specifically, Houswise firepits claim, *inter alia*, to incorporate "ASTM-Certified Construction:" [5]




70. However the fire pits do not incorporate "ATSM-Certified Construction" in that they violate ASTM F3363-19, which is intended to prevent pool fires (in which flames burn along the surface of pooled or spilled flammable liquids) and/or flame jetting (in which flames erupt from containers of liquid fuel) and/or flash backs.

71. Defendant failed to exercise ordinary care in their representations concerning their fire pits because Defendants misrepresented the safety of said fire pits and the effectiveness of its purported safety.

[5] See, https://houswise.com/products/gift-of-fire (last accessed September 14, 2026)

72. Defendants breached their duty in representing to consumers that their fire pits were safe for their intended, foreseeable use.

73. At all times material hereto, Plaintiff was ignorant of the falsity of the representations and reasonably believed them to be true.

74. In reasonable reliance upon these representations, Plaintiff was induced to, and did, purchase and use the fire pit.

75. If Plaintiff had known the actual facts, he would not have purchased and used Defendant's fire pit.

76. Defendant's conduct, including its actions, omissions, and representations, were the direct and proximate cause of Plaintiff's injuries and damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## SIXTH CAUSE OF ACTION
## FRADULENT MISREPRESENTATION

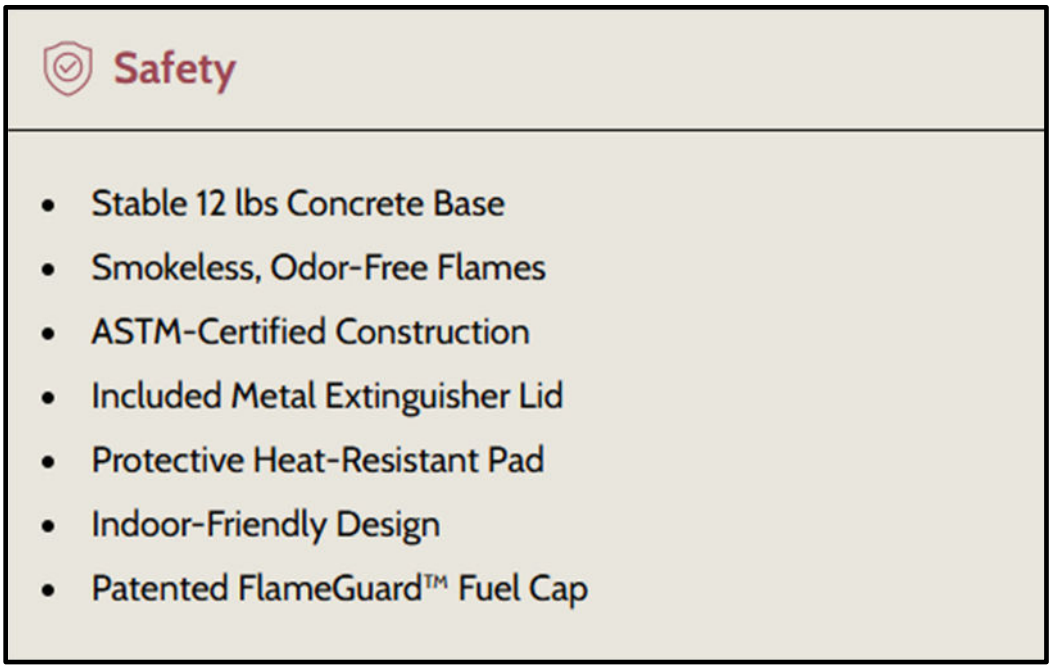
77. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully herein.

78. Defendant owed a duty to provide accurate and complete information regarding their fire pits to consumers.

79. Defendant intended (and continues) to falsely and fraudulently represent that their fire pits were safe for their intended, foreseeable use to Plaintiff and consumers like him.

80. In reality, Defendant's fire pits are unreasonably dangerous and pose a significant risk of severe bodily harm and injury to consumers.

81. Defendants intended to falsely and fraudulently represented to Plaintiff and consumers like him that their fire pits include "safety" features and incorporate "ASTM-Certified Construction:"[6]




82. However, these representations were patently false in that the fire pits violate ASTM F3363-19, which is intended to prevent pool fires (in which flames burn along the surface of pooled or spilled flammable liquids) and/or flame jetting (in which flames erupt from containers of liquid fuel) and/or flashbacks.

83. At the time they made the above-described representations, Defendant knew that these misrepresentations and/or omissions were material and that they were false, incomplete, misleading, deceptive, and deceitful.

84. Defendant made the above-described representations for the purpose of deceiving and defrauding consumers, including Plaintiff, and with the intention of having consumers act and rely on such misrepresentations and/or omissions.

[6] *Id.*

85. At all times material hereto, Plaintiff was ignorant of the falsity of the representations and reasonably believed them to be true.

86. In reasonable reliance upon these representations, Plaintiff was induced to, and did, purchase and use the fire pit.

87. If Plaintiff had known the actual facts, he would not have purchased and used Defendant's fire pit.

88. Defendant's conduct, including its actions, omissions, and representations, were the direct and proximate cause of Plaintiff's injuries and damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## SEVENTH CAUSE OF ACTION
## BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

89. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

90. At the time Defendant marketed, distributed, and sold its fire pits to the Plaintiff in this case, Defendant warranted that its fire pits were merchantable.

91. Members of the consuming public, including consumers such as the Plaintiff, were intended third-party beneficiaries of the warranty.

92. Defendant's fire pits were not merchantable because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.

93. Plaintiff in this case used the fire pit with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use.

94. Defendant's breach of the implied warranty of merchantability was the direct and proximate cause of Plaintiff's injury and damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## EIGHTH CAUSE OF ACTION
## BREACH OF EXPRESS WARRANTY

95. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

96. Defendant expressly warranted that its fire pits were safe and effective to members of the consuming public, including Plaintiff. Moreover, Defendant expressly warranted that the fire pits incorporate "ASTM-Certified Construction."[7]

97. Members of the consuming public, including consumers such as Plaintiff, were the intended third-party beneficiaries of the warranty.

98. Defendant's fire pits do not conform to these express representations because the fire pits violate ASTM F3363-19, which is intended to prevent pool fires (in which flames burn along the surface of pooled or spilled flammable liquids), flame jetting (in which flames erupt from containers of liquid fuel) and/or flashbacks, making the fire pits not safe for use by consumers.

[7] *Id.*

99. Plaintiff used the fire pit with the reasonable expectation that it was properly designed, free from defects of any kind, and that it was safe for its intended, foreseeable use.

100. Plaintiff's injuries were the direct and proximate result of Defendant's breach of its express warranties.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages if and when evidence or facts supporting such allegations are discovered.

## DEMAND FOR JURY TRIAL

Plaintiff demands that all issues of fact of this case be tried to a properly impaneled jury to the extent permitted under the law.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff demands judgment against the Defendant for damages, to which she is entitled by law, as well as all costs of this action, interest, and attorneys' fees, to the full extent of the law, whether arising under the common law and/or statutory law, including:

a. Judgment for Plaintiff and against Defendant;

b. Damages to compensate Plaintiff for his injuries, all special and general damages available under Texas and/or Wyoming law, including but not limited to economic losses and pain and suffering sustained as a result of the use of the Defendant's fire pits;

c. Pre- and post-judgment interest at the lawful rate;

d. A trial by jury on all issues of the case; and

e. For any other relief as this Court may deem equitable and just, or that may be available under the law of another forum to the extent the law of another forum is

applied, including but not limited to all relief prayed for in this Complaint and in the foregoing Prayer for Relief.

Respectfully submitted this 24th day of September, 2026.

*/s/ Randi Kassan, Esq.*
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*Attorneys for Plaintiff*

An official website of the United States government Here's how you know

Happy 250th Anniversary, America!

United States
CONSUMER PRODUCT SAFETY COMMISSION

# Consumer Alert: Stop Using Alcohol or Other Liquid-Burning Fire Pits That Violate Voluntary Standards and Present Flame Jetting and Fire Hazards; Two Deaths and Dozens of Serious Burn Injuries Reported

Image taken from CPSC Flame Jetting Safety Video

**Name of Product:**

Fire pits meant to burn pooled alcohol or other liquid fuel

**Hazard:**

Fire pits that require consumers to pour isopropyl (rubbing) alcohol or other liquid fuel into an open container or bowl and then ignite the pooled liquid in the same location it was poured violate the requirements in voluntary safety standard ASTM F3363-19.

Flame jetting, a second hazard, can occur when refilling alcohol or other liquid-burning fire pits if any flame is present.

**Consumer Action:**

Consumers should immediately stop using and dispose of these products. Sellers should stop selling these products.

## Product Safety Warning Date:

December 19, 2024

# Product Safety Warning Details

### Description:

**Washington, D.C. --** The U.S. Consumer Product Safety Commission (CPSC) is urging consumers not to buy or use fire pits meant to burn pooled alcohol or other liquid fuel. These products are also sold as tabletop fire pits, fire pots, miniature fireplaces, or portable fires for indoor use. **Consumers should immediately stop using and dispose of these products. Sellers should stop selling these products.**

These fire pits are extremely dangerous and have been associated with two deaths and at least 60 injuries since 2019. This CPSC consumer alert follows the agency's recent warning to stop using FLIKRFIRE Tabletop Fireplaces and the recall of Colsen-branded tabletop fire pits.

Fire pits that require consumers to pour isopropyl (rubbing) alcohol or other liquid fuel into an open container or bowl and then ignite the pooled liquid in the same location it was poured violate the requirements in voluntary safety standard ASTM F3363-19. ASTM F3363-19 is designed to prevent pool fires in which flames burn along the surface of pooled or spilled flammable liquids, and flame jetting in which flames erupt from containers of liquid fuel.

Isopropyl (rubbing) alcohol, ethanol/bioethanol, and similar liquid fuels burn with flame temperatures over 1,600°F and can cause third degree burns in less than one second. Igniting a pool of alcohol or other liquid fuel in a fire pit's open container creates an uncontrollable pool fire, which can suddenly produce larger, hotter flames that can spread beyond the fire pit product.

Flame jetting, a second hazard, can occur when refilling alcohol or other liquid-burning fire pits if any flame is present. A small flame in the fire pit can be hard to see and can ignite alcohol or other liquid fuel as it is poured, causing an explosion that propels flames and burning liquid onto the consumer or bystanders. CPSC's flame jetting safety video demonstrates the potential force of flame jetting and the long distances flames and burning liquid can travel.

The hazardous alcohol or other liquid-burning fire pits are sold by many retailers and e-commerce sites. **CPSC urges consumers to immediately stop use and dispose of these alcohol or other liquid-burning fire pits, and for sellers to stop selling them**.

Report a dangerous product or a product-related injury on www.SaferProducts.gov.

### Incidents/Injuries:

These fire pits have been associated with two deaths and at least 60 injuries since 2019.

**Product Safety Warning Number:**
25-074

Note: Individual Commissioners may have statements related to this topic. Please visit www.cpsc.gov/commissioners to search for statements related to this or other topics.

If you experienced a safety incident with this product, report it to CPSC on SaferProducts.gov

An official website of the United States government Here's how you know

Happy 250th Anniversary, America!

United States
CONSUMER PRODUCT SAFETY COMMISSION

# CPSC Warns Consumers to Stop Using Houswise Tabletop Fire Pits Immediately Due to Risk of Serious Burn Injury or Death from Flame Jetting and Fire Hazards

Houswise Tabletop Fire Pit – Vesper Model

**Name of Product:**

Houswise Tabletop Fire Pits

**Hazard:**

Using Houswise Tabletop Fire Pits can result in uncontrolled pool fires where flames burn across the surface of pooled or spilled alcohol, as well as flame jetting from fuel containers, resulting in serious or fatal burns.

**Consumer Action:**

CPSC urges consumers to stop using the tabletop fire pits immediately and dispose of them. Do not sell or give away these hazardous products.

**Product Safety Warning Date:**

July 16, 2026

**Units:**

At least 53,500

# Product Safety Warning Details

**Description:**

The U.S. Consumer Product Safety Commission (CPSC) is warning consumers to stop using Houswise Tabletop Fire Pits immediately because using them can result in uncontrolled pool fires where flames burn across the surface of pooled or spilled alcohol, as well as flame jetting from fuel containers, resulting in serious or fatal burns.

This CPSC consumer alert follows the agency's warning to stop using alcohol or other liquid-burning fire pits that violate voluntary standards and present flame jetting and fire hazards.

The Houswise Tabletop Fire Pits are rectangular, round or square containers that require consumers to pour liquid fuel into the container and then ignite the pooled liquid in the same location it was poured. Isopropyl (rubbing) alcohol, ethanol/bioethanol, and similar liquid fuels can burn with flame temperatures over 1,600°F and can cause third degree burns in less than one second. Igniting a pool of alcohol or other liquid fuel in the fire pit's open container can result in an uncontrolled pool fire, which can suddenly produce larger, hotter flames that can spread beyond the fire pit product.

Flame jetting, another hazard, can occur when refilling the fire pit if any flame is present. A small flame in the fire pit can be hard to see and can ignite the vapor inside a fuel container as the fuel is poured, causing an explosion that propels flames and burning liquid onto the consumer or bystanders. CPSC's flame jetting safety video demonstrates the potential force of flame jetting and the long distances flames and burning liquid can travel.

Furmia LLC, the manufacturer of Houswise Tabletop Fire Pits, has not agreed to recall these products or offer a remedy to consumers.

**CPSC urges consumers to stop using the tabletop fire pits immediately and dispose of them. Do not sell or give away these hazardous products.**

The Houswise Tabletop Fire Pits have rectangular, round, or square bases. The model names are Vesper, Altair, Quad, and Astra. The products were sold in a variety of colors, including marble, black, light gray, and dark gray, and the products were sold with a variety of accessories, including skewers and cheese boards.

Report any incidents involving injury or product defect to CPSC at www.SaferProducts.gov.

### Incidents/Injuries:

CPSC is aware of more than two dozen reports of flame-jetting, fuel leaking outside of the fire pit, and unexpectedly high flames, resulting in seven injuries, including third-degree burns.

### Sold Online At:

Houswise.com, Amazon.com, Walmart.com and other websites since March 2023.

### Manufacturer(s):

Furmia LLC of Houswise Tabletop Fire Pits

### Manufactured In:

China

### Product Safety Warning Number:

26-615

If you experienced a safety incident with this product, report it to CPSC on SaferProducts.gov

JS 44 (Rev. 02/19)

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

## I. (a) PLAINTIFFS
NATHAN EDWARD WARD

**(b)** County of Residence of First Listed Plaintiff WILLIAMSON, TX
*(EXCEPT IN U.S. PLAINTIFF CASES)*

**(c)** Attorneys *(Firm Name, Address, and Telephone Number)*
Randi Kassan, Esq. MILBERG, LLC, 100 Garden City Plaza, Suite 408, Garden City, NY 11530. (516) 741-5600

## DEFENDANTS
FURMIA, LLC

County of Residence of First Listed Defendant QUEENS, NY
*(IN U.S. PLAINTIFF CASES ONLY)*

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

## II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

## III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
*(For Diversity Cases Only)*

| | PTF | DEF | | PTF | DEF |
|---|---|---|---|---|---|
| Citizen of This State | ❒ 1 | ❒ 1 | Incorporated *or* Principal Place of Business In This State | ❒ 4 | ☒ 4 |
| Citizen of Another State | ☒ 2 | ❒ 2 | Incorporated *and* Principal Place of Business In Another State | ❒ 5 | ❒ 5 |
| Citizen or Subject of a Foreign Country | ❒ 3 | ❒ 3 | Foreign Nation | ❒ 6 | ❒ 6 |

## IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

**CONTRACT**
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

**REAL PROPERTY**
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

**TORTS**

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

**CIVIL RIGHTS**
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

**PRISONER PETITIONS**

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

**FORFEITURE/PENALTY**
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

**LABOR**
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

**IMMIGRATION**
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

**BANKRUPTCY**
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

**PROPERTY RIGHTS**
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

**SOCIAL SECURITY**
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

**FEDERAL TAX SUITS**
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

**OTHER STATUTES**
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

## V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332

Brief description of cause:
Products Liability action involving a firepit

## VII. REQUESTED IN COMPLAINT:

❒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

**DEMAND $**

CHECK YES only if demanded in complaint:
**JURY DEMAND:** ☒ Yes ❒ No

## VIII. RELATED CASE(S) IF ANY
*(See instructions):*

JUDGE _____ DOCKET NUMBER _____

DATE
09/24/2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ Randi Kassan

**FOR OFFICE USE ONLY**

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

# CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of $150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Randi Kassan, Esq., counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

☑ monetary damages sought are in excess of $150,000, exclusive of interest and costs,

☐ the complaint seeks injunctive relief,

☐ the matter is otherwise ineligible for the following reason

## DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more or its stocks:

None. 14. Furmia is Wyoming a liability limited company, with its principal place of business continuing to be located at 14444 Jewel Avenue, Flushing, New York 11367. Furmia's sole member is Janus Associates, Inc. Janus Associates, Inc. is a New York Corporation, with its principle place of business located at 4444 Jewel Avenue, Flushing, New York 11367. Furmia is therefore deemed to be a resident

## RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

## NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? ☐ Yes ☑ No

2.) If you answered "no" above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? ☐ Yes ☑ No

b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? ☑ Yes ☐ No

c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? ☐ Yes ☑ No

*(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).*

## BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☑ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain ☑ No

I certify the accuracy of all information provided above.

**Signature**: /s/ Randi Kassan

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Eastern District of New York

NATHAN EDWARD WARD

*Plaintiff(s)*

v.

FURMIA, LLC

*Defendant(s)*

Civil Action No.

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Furmia, LLC
c/o Registered Agents Inc.
30 N Gould St Ste R
Sheridan, WY 82801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Randi Kassan, Esq.
MILBERG, LLC
100 Garden City Plaza Suite 408
Garden City, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNA B. MAHONEY
*CLERK OF COURT*

Date: _____

_____
*Signature of Clerk or Deputy Clerk*

Civil Action No.

**PROOF OF SERVICE**

***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))***

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
*Server's signature*

_____
*Printed name and title*

_____
*Server's address*

Additional information regarding attempted service, etc: