

From: [Gary Miller](#)
To: [CED ABCB AMCO \(CED sponsored\)](#)
Subject: Alcohol
Date: Wednesday, January 7, 2026 7:44:00 AM

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We caught our 17 year old and a friend drinking vanilla extract, which is higher in alcohol than wine and beer. I think the grocery stores should not be able to see alcoholic beverages. They should only be sold in liquor stores.

Thank you.

Gary Miller
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Juneau, AK 99801-8211
(907) 789-3757

From: [Adam Clermont](#)
To: [CED ABCB AMCO \(CED sponsored\)](#)
Subject: Urgent Public Safety Alert – Everclear 190-Proof: 9 Severe Burn Injuries in 9 Months Due to Removed Warnings
Date: Wednesday, January 21, 2026 1:40:25 PM
Attachments: [5 \(amended complaint\).pdf](#)

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Dear ABC Board,

I am writing to alert your agency to a critical public safety emergency involving Everclear 190-proof grain alcohol (95% ethanol), manufactured by Luxco, Inc. of St. Louis, Missouri. Between August 2024 and May 2025, at least nine individuals suffered catastrophic burn injuries in four separate incidents involving this product, including two incidents in Massachusetts.

For over 30 years prior to 2018, Everclear bottles featured prominent front-label warnings in large red rectangles explicitly stating "CAUTION: DO NOT APPLY TO OPEN FLAME. KEEP AWAY FROM FIRE, HEAT AND OPEN FLAME – CONTENTS MAY IGNITE OR EXPLODE." In 2018, Luxco Master Distiller John Rempe deliberately removed these warnings during a rebranding effort, replacing them with a minimal back-label warning stating only "WARNING: FLAMMABLE LIQUID. HANDLE WITH CARE," representing an 85% reduction in warning content.

Despite removing these critical explosion warnings, Luxco now actively promotes Everclear for dangerous applications on its website at <http://diywitheverclear.com> and its social media accounts. The company markets the product for flambe cooking and fondue near gas stove flames, as candle fuel with lighter ignition demonstrations, and for DIY household cleaners used near heat sources. Videos on Luxco's official social media show Everclear being poured into cooking pans inches from open flames. The company markets Everclear as a "blank liquid canvas" for "endless possibilities," specifically targeting consumers aged 21-40 who comprise 79% of heavy users and who lack expertise in handling explosive chemicals.

When Everclear, which has a flash point of 57.2°F, is poured near flames, alcohol vapors ignite and flash back into the container, causing a phenomenon known as "flame jetting." This occurs when the internal gas mixture explodes, violently ejecting liquid fire up to 15 feet like a flamethrower. The Massachusetts Department of Fire Services has explicitly stated that Everclear presents dangers comparable to gasoline or kerosene

and should not be used near any heat source.

The documented incidents since warning removal include an August 2024 explosion in Dallas, Texas, where Abigael Hance-Briscoe and Dustin Johnson suffered severe burns from a flaming cocktail, requiring seven weeks of hospitalization and multiple skin grafts. In November 2024 in Lakeville, Massachusetts, Steven Forrester and Rayley Martin were burned in a cooking fire requiring aggressive wound treatment including skin grafts. In December 2024 in Binghamton, New York, Makenna DeMoney and two others suffered second and third-degree burns to their faces, necks, and chests from a flaming shot explosion. Most recently, in May 2025 in Worcester, Massachusetts, Yvette Digan, a Boston University exchange student from Hong Kong, suffered third-degree burns over 30% of her total body surface area, incurring over \$600,000 in medical expenses with ongoing treatment required. A video documenting these incidents can be found at <https://www.youtube.com/watch?v=yKWqOD35ob8>.

A federal lawsuit documenting these injuries with video evidence and expert testimony is currently pending in the U.S. District Court for Massachusetts under Case No. 4:25-cv-40091. Most alarmingly, Luxco maintains comprehensive explosion warnings on two chemically identical products, Golden Grain and Crystal Clear, both containing 95% ethanol. These products carry warnings stating "DO NOT POUR DIRECTLY FROM THE BOTTLE NEAR THE FLAME OR INTENSE HEAT AS PRODUCT MAY EXPLODE." Yet the company refuses to restore these same warnings to Everclear, its flagship brand marketed for creative uses near flames.

Given that Everclear is currently sold in your state, I urge your agency to immediately suspend or restrict sales pending adequate safety labeling and features, require restoration of explicit front-label warnings against use near flames, mandate flame arrestor devices as Bacardi used for its discontinued 151-proof rum, issue immediate alerts to retailers and consumers about explosion risks, and investigate Luxco's compliance with state labeling and consumer protection laws.

If you would like further information regarding this matter, please do not hesitate to contact me.

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Yvette Yuri Lanuza Digan,
Plaintiff,
v.
Luxco, Inc.
Defendant.

No. 4:25-cv-40091

PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR A JURY TRIAL
INTRODUCTION

1. This is an action for damages arising from severe and life-altering burn injuries sustained by Plaintiff Yvette Yuri Lanuza Digan when Defendant's product, Everclear 190-proof grain alcohol, created an explosive fireball that engulfed her body¹.
2. The Massachusetts Department of Fire Services has stated that Everclear presents serious dangers comparable to gasoline or kerosene when used near ignition sources and warned against using it for cooking, cleaning or related purposes, precisely the non-beverage uses Defendant actively promotes Everclear for in its marketing materials and on its website and social media accounts.

¹ A video of the explosion is at <https://tinyurl.com/everclear-explosion>.

3. When poured near flames, Everclear, like gasoline or kerosene, creates a phenomenon known as "flame jetting," where alcohol vapors ignite, travel into the container and propel droplets of flames outward up to fifteen feet like a flamethrower, causing catastrophic burn injuries. This phenomenon is depicted in the below photograph².



4. Despite knowing of this danger, Defendant deliberately removed explicit safety warnings against applying Everclear to open flames and using it near heat sources, warnings that had effectively prevented injuries for decades, while simultaneously marketing Everclear for numerous non-beverage purposes.
5. Most egregiously, Defendant has maintained comprehensive safety warnings on identical products, Crystal Clear and Golden Grain, despite not marketing those products for

² A video depicting "flame jetting" is at <https://tinyurl.com/flame-jetting>.

use near fire, while actively promoting using Everclear near heat and ignition sources, including demonstrating its use as a fuel for candles and in cooking applications near gas stoves and open flames.

6. In the span of 10 months (August 2024 – May 2025), at least nine people have been severely burned in four separate Everclear flame jetting incidents nationwide, including two incidents in Massachusetts (November 2024, May 2025). Plaintiff's catastrophic injuries are the direct result of Defendant's unconscionable conduct.
7. Regulatory agencies have acknowledged the severe hazard Everclear poses and one has indicated it will seek to ban the sale of Everclear, which is already illegal in approximately a dozen states due to its danger, in Massachusetts but has yet to take action, leaving Plaintiff to seek both monetary damages and injunctive relief to prevent further tragedies.

REQUEST FOR INJUNCTIVE RELIEF

8. Plaintiff seeks both preliminary and permanent injunctive relief requiring Defendant to:
 - a. An immediate prohibition on the distribution and sale of Everclear 190-proof grain ethanol in Massachusetts until Defendant implements adequate safety features and warnings;
 - b. A requirement that Defendant provide written notice to all Massachusetts retailers, distributors, and wholesalers of Everclear regarding the dangers of the

product and the terms of this Court's injunction within 7 days of the Court's order;

c. A prohibition on the reintroduction of Everclear 190-proof grain ethanol into the Massachusetts market unless and until defendant:

- i. Restores the explicit front-label warnings that were previously on bottles of Everclear;
- ii. Complies fully with the labelling requirements of the Federal Hazardous Substance Act; and
- iii. Ceases all marketing activities that suggest or depict the product being used near open flames or as a fuel.

d. A requirement that Defendant file a compliance report with this Court within 30 days.

JURISDICTION AND VENUE

9. This Court has jurisdiction under 28 U.S.C. § 1332(a)(2) because Plaintiff is a citizen of Hong Kong SAR, Defendant is a Missouri corporation with its principal place of business in Missouri, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1331(b)(2) because a substantial part of the events giving rise to the claims occurred in Worcester, Massachusetts, within this District.

PARTIES

11. Plaintiff Yvette Yuri Lanuza Digan is a resident of and domiciled in the Hong Kong Special Administrative Region, People's Republic of China, who was lawfully present in

Massachusetts as an exchange student at Boston University at the time of the incident.

12. Defendant Luxco, Inc. is a Missouri corporation with its principal place of business at 5050 Kemper Avenue, St. Louis, Missouri 63139. Luxco regularly conducts business in Massachusetts, including the distribution, marketing, and sale of Everclear throughout the Commonwealth.

FACTUAL ALLEGATIONS

The Plaintiff

13. Plaintiff Yvette Yuri Lanuza Digan is a 22-year-old law student from Hong Kong whose promising future was catastrophically altered by Defendant's reckless conduct.

14. Prior to the incident, Yvette was thriving academically and artistically. She maintained a 3.2 GPA while pursuing her Bachelor of Laws at the City University of Hong Kong, where she was selected to participate in a prestigious summer exchange program with Boston University.

15. Beyond her academic achievements, Yvette was a gifted singer and musician who carefully balanced her legal studies with her passion for music. Her parents describe her as "enthusiastic, cheerful and full of hope," a young woman "full of dreams" who worked diligently to "harness her talent in singing and music while studying hard to finish her Law degree in flying colors."

16. Yvette had arrived in the United States just days before the accident, filled with excitement about immersing herself in a new academic environment and culture.

17. The Defendant does not maintain a place of business in Massachusetts.

18. On June 26, 2025, the Plaintiff, via her attorney, sent a c. 93A demand letter by registered mail to the Defendant and by email to its attorney, Mr. Carl Pesce. The Defendant received the c. 93A demand letter on June 30, 2025 and its attorney received the c.93A demand letter on June 26, 2025. A copy of the c. 93A demand letter is attached hereto as Exhibit 1.

19. By letter dated July 26, 2025, the Defendant, via its attorney, responded to the Plaintiff's c. 93A demand letter. In its response, the Defendant failed to make any offer of settlement.

The Incident

20. On May 13, 2025, Plaintiff was an invited guest at a social gathering at the Zeta Psi fraternity house located at 32 Dean Street, Worcester, Massachusetts.

21. During this gathering, a fraternity member, Henry Pharris, poured Everclear, which was purchased from Total Wine & More in Shrewsbury, Massachusetts, near or onto an open fire in the backyard of the fraternity house, whose

flames may not have been visible due to the way ethanol burns.

22. When the Everclear vapors contacted the open flame, an enormous fireball instantly erupted, enveloping Plaintiff who was nearby. The explosive fireball ignited her clothing and caused severe, life-altering burn injuries to substantial portions of her body.
23. Plaintiff was initially transported to a hospital in Worcester via ambulance and then transferred to Massachusetts General Hospital by helicopter due to the severity of her burns.
24. Plaintiff has undergone numerous surgeries and painful procedures, with her treatment ongoing and a prolonged recovery expected due to the life-altering nature of her injuries.

Everclear's Unique Danger

25. Everclear is an ultra-high ethanol content grain spirit manufactured and distributed by Luxco. Unlike conventional spirits, such as vodka, whisky or rum, that typically contain 40% ethanol (80-proof), Everclear contains 95% ethanol (190-proof), making it one of the most potent distilled alcoholic beverages legally

available for consumer purchase in some parts of the United States³.

26. Its strength places it in a fundamentally different risk category than ordinary consumer alcoholic beverages, with properties more closely resembling laboratory-grade ethanol or industrial solvents than those of typical 80-proof spirits.
27. According to a standard Safety Data Sheet (SDS) for 95% ethanol, Everclear presents exceptional and unique fire hazards when compared to lower proof spirits:
 - a. Flash Point: 57.2°F (14.0°C) - This means the liquid produces ignitable vapors at room temperature, making it extraordinarily dangerous near any ignition source;
 - b. Hazard Classification: "Category 2 Flammable Liquid" with the signal word "DANGER" - The highest hazard classification for consumer products;
 - c. Flammability Limits: Lower 3.3%, Upper 19% - This wide flammable range means vapors can ignite across a broad spectrum of concentrations; and
 - d. Specific Hazards: The SDS explicitly states "Vapors may form explosive mixtures with air" and "Vapors may travel considerable distance to a source of ignition and flash back."
28. The extreme danger of Everclear is starkly evident when compared to standard 80-proof spirits. An 80-proof spirit (40% ethanol, 60% water) burns with a relatively low-intensity flame when exposed to an open fire, as its high water content acts as a natural fire suppressant. In

³ Everclear 190-proof is illegal for sale in approximately one dozen states, including Maine and New Hampshire, due to its danger.

contrast, Everclear (95% ethanol, 5% water) behaves like industrial solvents or commercial fire accelerants due to its minimal water content.

29. Peer-reviewed research published by Log and Moi in the *International Journal of Environmental Research and Public Health* (2018) explains what happens once high-proof ethanol poured from a container ignites: "If liquid is then poured onto an ignition source, e.g., a burning flame, the poured heavy gas mixture and the liquid will catch fire. It is highly probable that the flame will propagate into the container and ignite the internal combustible air fuel gas mixture. As the internal gas volume ignites, the resulting volume expansion displaces the liquid in the bottom of the container which is then violently released through the container opening."

30. This precise ignition sequence, scientifically established, occurred during the May 13, 2025 incident, directly inflicting the catastrophic burns sustained by Plaintiff when Everclear ignited.

Luxco's Knowledge and Deliberate Warning Removal

31. Luxco was fully aware of the extreme flammability hazards posed by Everclear, as evidenced by multiple sources that demonstrate the company's longstanding knowledge of these risks.

32. Mr. John Rempe, Luxco's master distiller and blender, possesses specialized knowledge far beyond that of an ordinary person regarding the explosive properties of high-proof alcohol. With a bachelor's degree in biology from Saint Louis University, certification as a Food Scientist, and over 25 years of experience at Luxco, Rempe has extensive expertise in the chemical properties and safety risks of high-proof ethanol.

33. For decades prior to 2018, all Everclear bottles featured a prominent warning in a large red rectangle on the front label explicitly stating: "**CAUTION: DO NOT APPLY TO OPEN FLAME. KEEP AWAY FROM FIRE, HEAT AND OPEN FLAME - CONTENTS MAY IGNITE OR EXPLODE. DO NOT CONSUME IN EXCESSIVE QUANTITIES. NOT INTENDED FOR CONSUMPTION UNLESS MIXED WITH NON-ALCOHOLIC BEVERAGE.**"

34. The front of the bottle also contained two additional warnings to alert consumers to the hazardous nature of the product, providing: "**CAUTION!! EXTREMELY FLAMMABLE - HANDLE WITH CARE,**" and "**WARNING OVERCONSUMPTION MAY ENDANGER YOUR HEALTH.**"

35. Below is a photograph of how the Everclear warning labels appeared before the 2018 change.

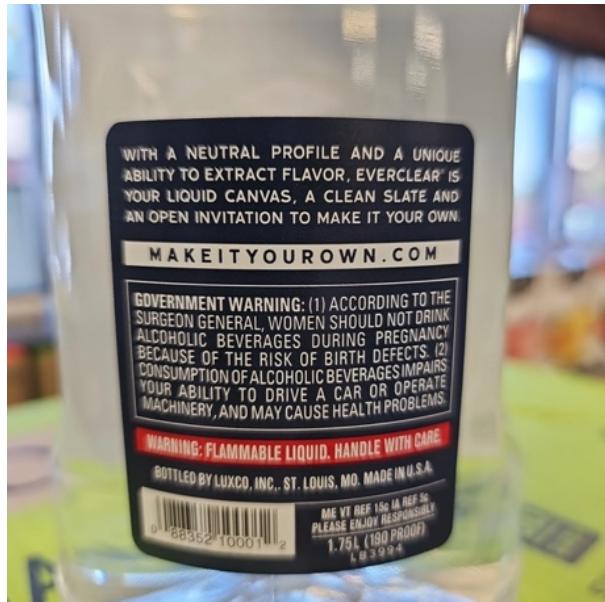


36. Luxco's other 190-proof products ethanol products, such as Golden Grain and Crystal Clear, both containing 95% ethanol, also carried identical warnings in prominent red rectangles.

37. Golden Grain's label, in use since 2002, also included additional back-label warnings: "**WARNING: FLAMMABLE LIQUID,**" "**DO NOT USE THIS PRODUCT FOR FLAMING DISHES OR DRINKS,**" "**ALL 190-PROOF ALCOHOL MAY FLARE UP AND CONTINUE TO BURN WHEN IGNITED, POSSIBLY WITH AN INVISIBLE FLAME,**"

and "DO NOT POUR DIRECTLY FROM THE BOTTLE NEAR THE FLAME OR INTENSE HEAT AS PRODUCT MAY EXPLODE."

38. These consistent, explicit warnings across Luxco's product line confirm the company's longstanding knowledge of the severe flammability risks associated with Everclear and its equivalent products, especially when used near an open flame.
39. On October 11, 2010, Rempe personally signed the TTB Form 5100.31 Certificate of Label Approval (COLA) application for Crystal Clear, certifying under penalty of perjury that the representations on the labels, including the comprehensive warnings about flammability and explosion risks, "truly and correctly represent the content of the containers to which this labels will be applied."
40. In 2018, Luxco decided to rebrand Everclear, and, in the process, prioritized marketing appeal over consumer safety. Luxco drastically reduced the warning and relegated it to a small rectangle on the **REAR** label below the government warning, which read, "WARNING: FLAMMABLE LIQUID. HANDLE WITH CARE." This represents an 85% reduction in warning content with the critical instruction about open flames completely eliminated.
41. Below is a photograph of the revised warning located on the rear label of Everclear bottles.



42. The warning's relegation to the back label was made even more dangerous by its design. The new back label featured a primarily white and blue color scheme, with the warning placed in a small red rectangle. The visual design of the label caused this small warning to blend into the overall aesthetic rather than stand out as a critical safety message.

43. On September 8, 2017, Rempe personally signed the TTB Form 5100.31 for approval of the new Everclear labels that drastically reduced safety warnings, certifying under penalty of perjury that he had "read, understood and complied with the conditions and instructions" attached to the form.

44. As a master distiller with extensive expertise in the chemical properties of high-proof spirits, Rempe was intimately familiar with the extreme flammability of 95%

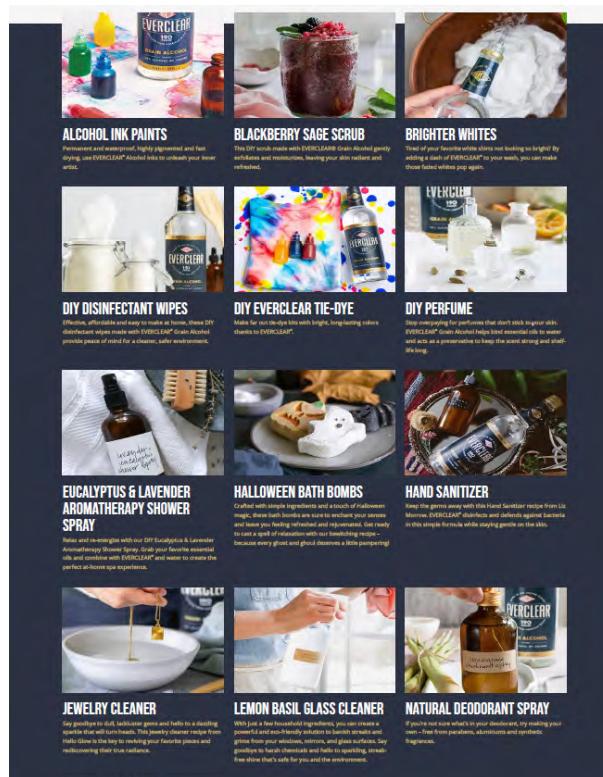
ethanol, its propensity to create explosive fireballs when exposed to flame, and the specific dangers of container vapor ignition. However, despite extensive knowledge of these hazards, he deliberately approved the removal of warnings about these precise dangers from Everclear labels.

45. Notably, Luxco made no changes to the warnings on Crystal Clear or Golden Grain, which is striking given that these products, identical in composition to Everclear, were not promoted for uses beyond consumption as alcoholic beverages, and then only after appropriate dilution.

Promoting Everclear for Dangerous Uses

46. After stripping pre-2018 warnings of Everclear's severe flammability and propensity to explode, Luxco brazenly marketed it for uses near ignition sources, alongside other non-beverage applications.
47. Luxco's official website for Everclear explicitly marketed it as suitable for a number of uses aside from that of an alcoholic beverage, including, ink paints, laundry detergent, skin scrub, disinfectant, perfume, shower spray, jewelry cleaner, glass cleaner, deodorant spray, and to make extractions and tinctures.
48. Below is a screenshot from Everclear's official website demonstrating some of the non-beverage uses the Defendant

actively promoted its product as suitable for, including various household and DIY applications where the product would foreseeably be used in proximity to ignition sources.

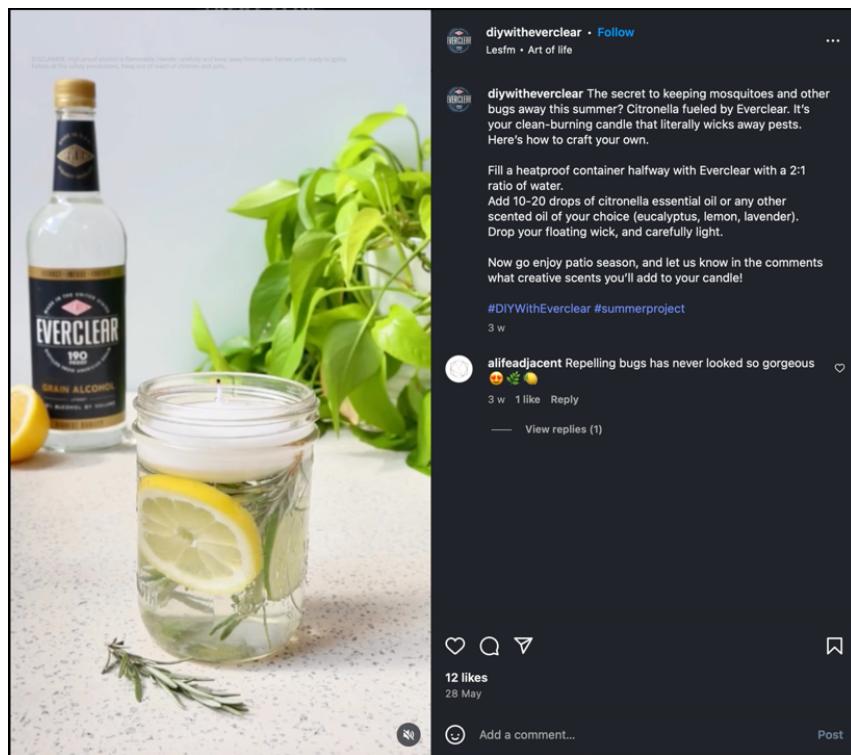


49. Luxco recklessly promoted Everclear for culinary and household uses where open flames from gas stoves, ovens, and candles are common. Its social media accounts featured photos and videos showing Everclear poured into cooking pans near gas stove flames and used in fondue pots with open candle flames, often with the bottle inches from ignition sources. Below is a screenshot from Everclear's official website depicting the above referenced promoted uses.



50. Most alarmingly, one video depicted a lighter igniting a candle fueled by Everclear, falsely suggesting the product was safe to use as a fuel.
51. In a particularly deceptive practice, Defendant included on the aforementioned video promoting Everclear as a fuel a deliberately obscured disclaimer stating: "DISCLAIMER: High-proof alcohol is flammable. Handle carefully and keep away from flames until ready to ignite. Follow all safety precautions. Keep out of the reach of children and pets."
52. This critical safety information was rendered virtually invisible by using a font color almost identical to the background and employing a minuscule font size that made it practically impossible for viewers to notice, much less read. This calculated design choice demonstrate Defendant's actual knowledge of the danger while intentionally ensuring consumers would not perceive the "warning."

53. The below screen capture from Everclear's official Instagram account shows both the promotion of Everclear as a candle fuel and the deliberately obscured disclaimer. As is evident from the image, the disclaimer text (appearing slightly above the bottle cap), is rendered in a light gray color against a similar background in a font size significantly smaller than the promotional content, making it functionally invisible despite containing critical safety information that would have prevented the exact type of injury sustained by the Plaintiff.



54. Luxco also engaged in a systematic campaign to promote Everclear within the cannabis community, a strategy that

specifically encouraged uses presenting severe fire and explosion hazards.

55. As documented in multiple sponsored articles in Cannabis Now magazine, Luxco paid for content explicitly promoting Everclear for cannabis uses. These paid promotions included:
 - a. "How to Make Cannabis Tinctures With Everclear Grain Alcohol" (February 12, 2023);
 - b. "5 Ways to Eliminate Cannabis Odor With Everclear Grain Alcohol" (November 14, 2023);
 - c. "How to Clean Glassware With Everclear" (May 16, 2023);
 - d. "Cook with Everclear This Thanksgiving" (November 23, 2022); and
 - e. "Everclear & Cannabis Now: A New DIY Series" (August 26, 2022).
56. These sponsored articles specifically promoted Everclear as "perfect for creating a wide range of cannabis products, including cocktails, edibles, infusions and tinctures" and "one of the best choices for making tinctures."
57. These marketing activities directly violated federal laws, as marijuana (tetrahydrocannabinol) remains classified as a Schedule I controlled substance under the federal Controlled Substances Act.

Prior Incidents

58. The Plaintiff's incident is not the first case where individuals have been severely burned since Luxco's rebranding of Everclear.
59. In August 2024, a highly and internationally publicized incident occurred at Twisted Trick bar in Dallas, Texas, where Ms. Abigael Hance-Briscoe and Mr. Dustin Johnson suffered second- and third-degree burns on their faces, necks, arms and chests when a "Flaming Pineapple" cocktail made with Everclear exploded.
60. Ms. Hance-Briscoe was hospitalized for seven weeks at Parkland Health's burn unit and required multiple skin grafts.
61. This incident received international news coverage, including reporting by the Daily Mail⁴ and other major news outlets, which describe how the bartender "poured even more Everclear into the drink ... causing the glass to explode."
62. Another incident occurred on November 29, 2024, in Lakeville, Massachusetts when Mr. Steven Forrester and a young girl, Rayley Martin, were injured when someone poured Everclear into a dish being used for cooking,

⁴ <https://tinyurl.com/flaming-pineapple>

causing a fireball⁵. Mr. Forrester was severely burned and required aggressive wound treatment, including skin grafts.

63. Another incident occurred in Binghamton, New York on December 27, 2024, when a bartender added Everclear to a flaming shot⁶, injuring 3 people, including Makenna DeMoney, who suffered second- and third-degree burns to her face, neck, hands, abdomen and chest.

64. Given the extensive media coverage of the above incidents, Luxco was undoubtedly on notice of the serious dangers associated with using Everclear around open flames.

65. Instead of warning the public about the dangerous of Everclear, Luxco obtained non-disclosure agreements from some of the aforementioned victims, demonstrating once again that it was aware of the serious dangers associated with using Everclear around ignition sources, yet chose to conceal the danger from the public.

Industry Standards and Safety Features

66. Luxco's decision to reduce warnings on Everclear is particularly egregious when compared to industry standards for high-proof spirits.

⁵ <https://tinyurl.com/Massachusetts-Cooking-Fire>.

⁶ <https://tinyurl.com/flaming-shot>.

67. In 2016, Bacardi discontinued its 151 proof rum (75.5% alcohol) due to safety concerns. Despite Bacardi 151 being significantly lower proof than Everclear 190 (75.5% vs. 95% alcohol), Bacardi recognized the inherent dangers and took the following safety measures before ultimately discontinuing the product:

- a. Featured a warning on the front label stating, "**WARNING, FLAMMABLE, SEE BACK LABEL**";
- b. Dedicated almost an entire back label exclusively to warning consumers about the unique dangers posed by high-proof alcohol; and
- c. Incorporated a fire arrestor to prevent flames from igniting the contents.

68. Luxco has taken the opposite approach with a substantially more dangerous product. Rather than following industry trends toward enhanced warnings and safety features for high-proof spirits, Luxco deliberately removed existing warnings from Everclear, which at 95% ethanol is significantly more volatile and dangerous than Bacardi 151, a product that was ultimately discontinued due to safety reasons, and then encouraged consumers to use the product around open flames.

69. The cost of installing a flame arrestor screen, typically a simple stainless steel mesh, is estimated to be a few cents per bottle for high-proof spirits like Everclear, based on industry standards for similar safety devices in liquor bottles.

Violations of Safety Engineering Principles

70. In addressing product hazards, established safety engineering principles prescribe a clear hierarchy of controls that manufacturers should follow to protect consumers. This hierarchy, widely recognized in product safety engineering and embraced by organizations such as the National Safety Council and OSHA, outlines three fundamental approaches in descending order of effectiveness:

- a. Elimination or Substitution (Design Out the Hazard): The most effective approach is to design the hazard out of the product entirely or substitute with a less hazardous alternative;
- b. Engineering Controls (Guard Against the Hazard): When hazards cannot be eliminated, they should be guarded against through engineering controls that create a physical barrier between the user and the danger; and
- c. Warnings (Alert Users to Unavoidable Hazards): The least effective but still necessary safety measure is to provide clear, comprehensive warnings about hazards that cannot be designed out or guarded against.

71. Luxco's actions demonstrate a complete disregard for this established hierarchy of safety controls:

- a. Luxco failed to reduce the proof of Everclear as, by Luxco's own admission, it is not suitable for consumption unless mixed with a non-alcoholic beverage;
- b. Luxco failed to incorporate proven and effective engineering controls such as flame arrestors, which Bacardi incorporated in their 151 proof rum; and
- c. Luxco deliberately removed explicit warnings against open flame application from Everclear labels, drastically reducing warning content by approximately

85%, and relegating the diminished warning to an inconspicuous position on the back label.

72. Rather than following established safety controls, Defendant intentionally made Everclear even more dangerous by removing warnings and subsequently marketing that the product was suitable for use around open flames and other ignition sources.
73. The Defendant failed to conduct a proper Product Safety Change Evaluation (PSCE) prior to implementing these critical safety-related changes. Industry standards and best practices in product safety management require manufacturers to perform comprehensive risk assessments before:
 - a. Removing or reducing safety warnings;
 - b. Changing the intended use cases for high-hazard products;
 - c. Altering packaging that could affect consumer perception of product risks; or
 - d. Modifying marketing strategies that could encourage dangerous product uses.
74. A PSCE requires manufacturers to:
 - a. Document the proposed changes;
 - b. Identify all potential new hazards introduced by the changes;
 - c. Assess the likelihood and severity of potential injuries;
 - d. Consider alternative approaches that would maintain or enhance safety;
 - e. Implement risk mitigation measures; and
 - f. Verify the effectiveness of any safety measures.

75. Defendant's failure to perform this critical safety evaluation process, or its decision to ignore the findings of such an evaluation, represents an egregious deviation from industry standards and constitutes a reckless disregard for consumer safety that directly contributed to the catastrophic injuries suffered by the Plaintiff.

Federal Regulatory Violations

76. Luxco's post-2018 Everclear labeling violates multiple federal regulations governing alcohol beverage labeling and hazardous substances.

77. The Federal Hazardous Substances Act (FHSA), 15 U.S.C. §§ 1261-1278, and its implementing regulations under 16 C.F.R. Part 1500, specifically 16 C.F.R. § 1500.121, mandate prominent cautionary labelling for hazardous substances.

78. Everclear meets the definition of a "hazardous substance" under the FHSA due to:

- a. Its flammability (flash point of approximately 57.2°F), classifying it as a "flammable" substance under 16 CFR § 1500.3(c)(6)(ii);
- b. Its 95% ethanol content, presenting significant toxicity hazards;
- c. Its unsuitability for human consumption unless diluted, as indicated by historical labels stating "not intended for consumption unless mixed with non-alcoholic beverage"; and

d. Luxco's deliberate marketing of Everclear for numerous non-beverage uses around the home, including as a fuel.

79. By marketing Everclear for non-beverage uses, Luxco took Everclear squarely outside the food exemption under 15 U.S.C. § 1261(f) (2).

80. The FHSA regulations require that warnings for hazardous substances appear on the principal display panel, be prominently placed and conspicuous, and include specific precautionary measures describing actions to be followed or avoided. Luxco's post-2018 labeling fails to meet these standards.

81. To the extent the Federal Alcoholic Beverage Act and associated regulations apply, Luxco has violated 27 C.F.R. § 5.122, which prohibits distilled spirits labels from containing "any statement or representation, irrespective of falsity, that is misleading to consumers as to the age, origin, identity, or other characteristics of the distilled spirits, or with regard to any other material factor."

82. The present Everclear labels mislead consumers in violation of 27 C.F.R. § 5.122 by creating a misleading safety impression through the reduction of pre-2018 prominent front-label warnings and by omitting critical safety information while promoting the product for uses near ignition sources.

83. These federal regulatory violations are significant evidence of Luxco's negligence.

Plaintiff's Injuries

84. When Everclear's explosive vapors ignited, creating the fireball that engulfed her, Plaintiff suffered full-thickness burns covering approximately 30% of her total body surface area. These catastrophic injuries required immediate life-saving intervention and fundamentally altered every aspect of her existence.

85. Upon arrival at Massachusetts General Hospital in the early morning hours of May 14, 2025, Plaintiff's condition was critical. Her initial assessment revealed the devastating extent of her injuries: severe burns affecting her bilateral legs, neck, left hand and breasts, including her nipples.

86. The majority of her burns were classified as full-thickness (third-degree), meaning they had destroyed not only the epidermis and dermis but had penetrated into the subcutaneous tissue, destroying hair follicles, sweat glands, and nerve endings.

87. Plaintiff's treatment to date required multiple complex surgical procedures over the course of her hospitalization.

88. Throughout her hospitalization, Plaintiff required intensive pain management with multiple medications.
89. To date, Plaintiff has incurred medical expenses of over \$600,000. Plaintiff is still undergoing treatment and her medical bills are anticipated to increase significantly.
90. Based on the extent and location of Plaintiff's burns, she faces a lifetime of medical management and functional limitations.

**COUNT I: NEGLIGENCE
(Design Defect)**

91. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.
92. Defendant had a duty to design Everclear in a reasonably safe manner. Defendant breached this duty by:
 - a. Failing to install a flame arrestor screen on the bottle, similar to what was used on Bacardi 151 rum, despite the significantly higher alcohol content and flammability of Everclear;
 - b. Designing its packaging to prominently position the product as a premium spirit without incorporating adequate safety features; and
 - c. Failing to design the bottle or cap in a way that would prevent or mitigate the risk of the product being poured onto or near an open flame, such as through the use of flow restrictors to reduce the possibility of accidental spills and slow pouring speed, which would prevent a significant amount of ethanol making contact with a fire in a short period of time.

93. Everclear was defectively designed because:
 - a. The risk of using the product outweighed its utility;

- b. Alternative designs existed that would have made the product safer while maintaining its utility;
- c. A flame arrestor screen would have prevented or significantly reduced the risk of flash fires and explosive fireballs; and
- d. The cost of implementing safer design features such as a flame arrestor screen was negligible compared to the risk of severe burn injuries.

94. Defendant's design defect violated established safety engineering principles by failing to implement effective engineering controls to guard against known hazards.

95. The design defect in Defendant's product was compounded by Defendant's violations of state and federal regulations, including the Federal Hazardous Substances Act (FHSA).

96. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe and permanent injuries, including second and third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical limitations, loss of musical abilities, and psychological trauma. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience severe physical pain and suffering, emotional distress, loss of enjoyment of life, monetary damages and other damages as set forth in this Complaint.

COUNT II: NEGLIGENCE
(Failure to Warn)

97. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

98. Defendant had a duty to adequately warn consumers of the known dangers associated with Everclear, particularly the danger of applying the product to open flames.

99. Defendant breached this duty by:

- a. Deliberately removing explicit warnings about using the product near ignition sources or applying it to an open flame;
- b. Reducing its warning from a prominent, detailed caution on the front label to a minimal warning on the back label;
- c. Failing to warn of the specific danger that the product would cause explosive fireballs and/or flame jetting when applied to open flame;
- d. Failing to warn that the product is substantially more dangerous than standard alcoholic beverages due to its extremely high alcohol content; and
- e. Selectively removing warnings from Everclear while maintaining them on chemically identical products sold under different brand names.

100. Defendant knew or should have known that

- a. 190 proof ethanol is extraordinarily dangerous when applied to open flames;
- b. Consumers were using it for fuel;
- c. The specific danger, i.e. flame jetting, of applying 190 proof ethanol to open flames was not obvious to ordinary consumers;
- d. Removing the explicit warning about open flames would foreseeably lead to injury; and
- e. Consumers might use the product by applying it to flames if not explicitly warned against such use,

especially since Defendant's marketing created the impression that Everclear was safe to use in close proximity to open flames and as a fuel.

101. Defendant's warning defect violated the third tier of established safety engineering principles, failing to provide adequate warnings for hazards that could not be eliminated or guarded against.

102. Defendant's inadequate warnings deviated from the standards established by federal regulations, including the Federal Hazardous Substances Act (FHSA), 15 U.S.C. §§ 1261-1278, and its implementing regulations under 16 C.F.R. Part 1500, specifically 16 C.F.R. § 1500.121.

103. Had Defendant maintained its original explicit warning that stated "**DO NOT APPLY TO OPEN FLAME**" and "**CONTENTS MAY IGNITE OR EXPLODE**," the incident that caused Plaintiff's injuries would have been prevented.

104. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe and permanent injuries, including second and third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical limitations, loss of musical abilities, and psychological trauma. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience severe physical pain and

suffering, emotional distress, loss of enjoyment of life, monetary damages and other damages as set forth in this Complaint.

COUNT III
(Negligence - Voluntary Undertaking of a Duty)

105. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.
106. Defendant voluntarily undertook to market Everclear for DIY and non-beverage uses that went far beyond its approved purpose as a beverage alcohol product.
107. Defendant deliberately launched and expanded its "Make it Your Own" campaign to target "varying levels of DIY consumers." By promoting these alternative uses, Defendant assumed a duty to ensure the product was safe for such applications.
108. Defendant negligently performed the above duty by failing to investigate and warn about the specific risks of these promoted alternative uses, particularly the heightened flammability risks when used in DIY applications involving potential ignition sources.
109. Defendant voluntarily decided to include safety warnings on its labels. Having chosen to provide warnings (e.g., "FLAMMABLE LIQUID. HANDLE WITH CARE"), Defendant assumed a duty to make those warnings adequate and not

misleading. The fact that Defendant's identical products Crystal Clear and Golden Grain maintained more extensive warnings demonstrates Luxco's recognition of this voluntary duty.

110. Defendant negligently performed the above duty by removing critical specificity about the product's extreme flammability and by eliminating the explicit warnings against use near heat and applying to an open flame, resulting in at least 4 separate flame jetting incidents since August of 2024 that left 9 people severely injured.

111. Defendant voluntarily undertook to redesign its Everclear packaging to encourage and facilitate expanded uses of the product, including as a fuel. Internal documents indicate Defendant's goal was "reestablishing Everclear as a DIY ingredient without positioning it as a completely unconsumable product." By deliberately positioning this product in this manner, Defendant assumed a duty to ensure consumers were adequately informed of all risks associated with these promoted uses.

112. Defendant negligently performed this duty by prioritizing marketing appeal over safety considerations, deliberately removing warnings that had previously been present while simultaneously encouraging uses that would foreseeably expose customers to increased risk.

113. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe and permanent injuries, including second and third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical limitations, loss of musical abilities, and psychological trauma. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience severe physical pain and suffering, emotional distress, loss of enjoyment of life, monetary damages and other damages as set forth in this Complaint.

**COUNT IV: NEGLIGENCE
(Negligent Marketing)**

114. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

115. Defendant had a duty to use reasonable care in marketing its inherently dangerous Everclear product.

116. Defendant breached this duty by:

- a. Actively promoting Everclear for uses near open flames and other ignition sources;
- b. Marketing Everclear for household and culinary uses where gas stoves, candles, and other ignition sources are commonly present;
- c. Featuring photographs and videos on its official social media accounts showing Everclear being used near open flames;

- d. Promoting Everclear as suitable for use as a fuel, including demonstrating its use as a candle fuel;
- e. Obscuring and concealing warnings about Everclear's hazards in social medial posts;
- f. Marketing Everclear for cannabis processing, which is illegal under Federal law and often involves heating the product; and
- g. Encouraging these dangerous uses while simultaneously removing explicit warnings about the dangers of using the product near open flames.

117. Defendant knew or should have known that:

- a. Marketing Everclear for uses near ignition sources created an unreasonable risk of fire and explosion;
- b. Promoting household and culinary uses would lead customers to use the product in environments with numerous ignition sources;
- c. Showing the product being used near flames and as a fuel would encourage consumers to engage in similarly dangerous behavior; and
- d. The combination of encouraging dangerous uses while removing, obscuring and/or concealing explicit warnings was particularly likely to lead to catastrophic injuries.

118. Defendant's negligent marketing directly contributed to the circumstances that led to Plaintiff's injuries by encouraging uses of the product that created an unreasonable risk of harm.

119. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe and permanent injuries, including second and third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical

limitations, loss of musical abilities, and psychological trauma. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience severe physical pain and suffering, emotional distress, loss of enjoyment of life, monetary damages and other damages as set forth in this Complaint.

**COUNT V: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(M.G.L. c. 106, § 2-314)**

120. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.
121. Defendant is a merchant engaged in the business of manufacturing, distributing and selling distilled spirits, including Everclear, within the Commonwealth of Massachusetts.
122. Pursuant to M.G.L. c. 106, § 2-318, Plaintiff, as a person who could reasonably be expected to be affected by Defendant's product, is entitled to enforce the implied warranty of merchantability despite not being in privity with Defendant.
123. Defendant impliedly warranted Everclear was merchantable and fit for the ordinary purposes for which such goods of this kind are used. Through its nationwide "Make it Your Own" campaign, Defendant deliberately established new

"ordinary purpose" beyond beverage consumption, including:

- a. Fuel;
- b. Solvent/cleaner;
- c. DIY applications involving ignition sources; and
- d. Cannabis processing.

124. Everclear was unmerchantable because it:

- a. Lacked essential safety features;
- b. Contained no warnings adequate for its marketed non-beverage uses, particularly the risk of explosive fireballs and flame jetting when used near ignition sources;
- c. Deviated from industry standards for products of similar danger, including its own internal standards with respect to identical products sold on different brand names by Defendant; and
- d. Was unreasonably dangerous for any ordinary purpose, as its 95% ethanol content rendered it fundamentally unfit for consumer use without catastrophic risk.

125. Defendant's breach directly and proximately caused Plaintiff's injuries because:

- a. Everclear's use as a fuel and/or in close proximity to a flame, was the direct mechanism of injury;
- b. The absence of flame arrestor or other safety device allowed flame propagation into the bottle; and
- c. Inadequate warnings failed to prevent handling near open flames.

126. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered severe and permanent injuries, including second

and third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical limitations, loss of musical abilities, and psychological trauma. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience severe physical pain and suffering, emotional distress, loss of enjoyment of life, monetary damages and other damages as set forth in this Complaint.

**COUNT VI: BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE
(M.G.L. c. 106, § 2-315)**

127. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

128. Defendant knew or had reason to know that purchasers bought Everclear for the following particular purposes affirmatively promoted by Defendant:

- a. Fuel;
- b. Solvent for flammable DIY projects; and
- c. Cleaner/disinfectant.

129. Purchasers of Everclear relied on:

- a. Defendant's specialized knowledge as a distiller of high-proof spirits;
- b. Defendant's explicit representation that Everclear was "perfect" and "a must-have" for these purposes; and

c. Defendant's omission and deliberate concealment of warnings about flammability risk, which implied the product was safe for promoted uses.

130. Everclear was unfit for Defendant's promoted purposes because:

- a. Its extreme flammability made it inherently unsafe as a fuel without specialized handling equipment/warnings;
- b. Its use as a solvent/cleaner near ignition sources created foreseeable explosion risks; and
- c. Defendant marketed non-beverage uses while stripping safety information that had previously guarded against these risks.

131. Defendant knew its product was unfit for these purposes, as evidenced by:

- a. Retaining full warnings on chemically identical products;
- b. Internal knowledge of consumer fuel use;
- c. Prior incidents putting Defendant on notice of the dangers; and
- d. obscuring and concealing warnings about extreme flammability hazards on its social media posts.

132. Defendant impliedly warranted that Everclear was fit for such particular purposes.

133. Using Everclear as a fuel and/or pouring Everclear next to an open fire, particular purposes expressly promoted by Defendant, directly and proximately caused Plaintiff's injuries.

134. As a direct and proximate result of Defendant's breach of the implied warranty of fitness, Plaintiff suffered severe and permanent injuries, including second and

third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical limitations, loss of musical abilities, and psychological trauma. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience severe physical pain and suffering, emotional distress, loss of enjoyment of life, monetary damages and other damages as set forth in this Complaint.

COUNT VII: BREACH OF M.G.L. c. 93A

135. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.
136. As noted earlier, Defendant Luxco, Inc. does not maintain a place of business in Massachusetts.
137. Although Defendant does not maintain a place of business in Massachusetts, Plaintiff opted to send the Defendant a c. 93A demand letter, which was properly served upon Defendant's attorney, Mr. Carl Pesce, on June 26, 2025.
138. A copy of the c. 93A demand letter was also sent to the Defendant at its Missouri headquarters via certified mail. The letter was received by the Defendant on June 30, 2025.

139. More than 30 days have elapsed since Defendant's receipt of the c. 93A demand letter, and Defendant has failed to make a reasonable offer of settlement in response to the Plaintiff's demand.

140. Defendant is engaged in trade or commerce within the Commonwealth of Massachusetts through the distribution, marketing, and sale of Everclear to Massachusetts consumers.

141. Defendant's conduct as described throughout this Complaint constitutes unfair and deceptive acts or practices in violation of M.G.L. c. 93A, § 2, including but not limited to, the following conduct:

- a. Deliberately removing critical safety warnings from Everclear bottles that explicitly warned against applying to product to open flames, while maintaining those warnings on chemically identical products sold under different brand names;
- b. Marketing Everclear for dangerous uses near ignition sources while simultaneously removing warnings about these precise danger;
- c. Deliberately obscuring safety disclaimers in social media posts promoting dangerous uses of Everclear;
- d. Promoting Everclear for non-alcoholic beverage uses, such as for illegal cannabis processing and as a fuel;
- e. Failing to implement readily available safety features such as flame arrestors despite knowledge of the product's extreme flammability;
- f. Violating federal labelling regulations, including the Federal Hazardous Substances Act and federal alcohol beverage labelling regulations;
- g. Violating the regulations of the Massachusetts Alcoholic Beverages Control Commission, including 204 CMR 2.03 and 2.06;

- h. Violation the regulations of the Attorney General of Massachusetts, including 940 CMR 3.16; and
- i. Violation the implied warranty of merchantability and fitness.

142. Defendant's violations of M.G.L. c. 93A were willful and knowing, as evidenced by:

- a. The deliberate decision to remove explicit warnings that had previously protected consumers from precisely the type of injury suffered by Plaintiff;
- b. The calculated business strategy to market Everclear for dangerous uses while simultaneously removing warnings about those dangers;
- c. The intentional design of social media posts to obscure critical safety warning by using text colors almost identical to background colors and minuscule font sizes;
- d. The fact that Defendant maintained comprehensive safety warnings on its chemically identical products (Crystal Clear and Golden Grain, demonstrating its full awareness of the dangers it deliberately concealed from Everclear consumers;
- e. Entering into non-disclosure agreements with other individuals injured in a similar fashion as Plaintiff instead of warning the public of the danger; and
- f. Failing to warn consumers or stop the marketing and sale of the product in its current form after receiving notice of Plaintiff's incident.

143. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiff suffered severe and permanent injuries, including second and third-degree burns over 30% of her body, requiring multiple surgeries, skin grafts, and resulting in permanent disfigurement, scarring, physical limitations, loss of musical abilities, and psychological trauma.

144. Plaintiff has incurred and will continue to incur substantial medical expenses, has experienced and will continue to experience sever physical pain and suffering, emotional distress, loss of enjoyment of life, and other damages as set forth in this Complaint.

145. Pursuant to M.G.L. c. 93A, § 9, Plaintiff is entitled to recover double or treble damages due to Defendant's willful and knowing violations, together with reasonable attorney's fees and costs.

146. Plaintiff is also entitled to injunctive relief under M.G.L. c. 93A, § 9 to prevent further injuries to consumers from Defendant's dangerous product and unconscionable marketing practices.

PRAYER FOR RELIEF

WHEREFORE, as to all counts, Plaintiff respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff on all counts;
- B. Award compensatory damages in an amount to be determined at trial, exceeding \$75,000;
- C. Award pre-judgment interest at 12% per annum under M.G.L. c. 231, § 6B;
- D. Award interest and costs;
- E. Award all other damages which the Plaintiff is entitled to, as well as pre-judgment and post-judgment interests and costs;
- F. Issue a preliminary and permanent injunction providing for:

1. An immediate prohibition on the distribution and sale of Everclear 190-proof grain ethanol in Massachusetts until Defendant implements adequate safety features and warnings;
2. A requirement that Defendant provide written notice to all Massachusetts retailers, distributors, and wholesalers of Everclear regarding the dangers of the product and the terms of this Court's injunction within 7 days of the Court's order; and
3. A prohibition on the reintroduction of Everclear 190-proof grain ethanol into the Massachusetts market unless and until defendant: (i) Restores the explicit front-label warnings that were previously on bottles of Everclear; (ii) Complies fully with the labelling requirements of the Federal Hazardous Substance Act; and (iii) ceases all marketing activities that suggest or depict the product being used near open flames or as a fuel.

G. Grant such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Yvette Digan, Plaintiff
By her attorney,



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