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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

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ANDREW C. SCOVELL,  
an individual,

*Plaintiff,*

vs.

TAJARLY, a foreign company; SHENZHEN  
TEJIALI TECHNOLOGY CO., LTD., a  
foreign company; ZHANGFENGQING, a  
foreign company; iHEAT GROUP, a foreign  
company; DONGCANG QUANZHOU  
TRADING CO., LTD. d/b/a TOKURA US, a  
foreign company.

*Defendants.*

**COMPLAINT**

**Demand for Jury Trial**

Case No. 1:26-cv-85

Judge

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Plaintiff, Andrew C. Scovell, by and through counsel, PARKER & MCCONKIE, hereby brings this Complaint against Defendants Tajarly, Shenzhen Tejiali Technology Co., Ltd., Zhangfengqing, iHeat Group, and Dongcang Quanzhou Trading Co., Ltd. d/b/a Tokura US, for strict product liability, negligence, gross negligence, negligent infliction of emotional distress, breach of implied warranty of merchantability, breach of contract, breach of the implied covenant of good faith and fair dealing, and violation of the Idaho Consumer Sales Practices Act.

## INTRODUCTION

In December of 2023, Plaintiff Andrew C. Scovell (“Andy”), purchased Tajarly rechargeable heated insoles from Defendants – who are located in the People’s Republic of China – through Amazon.com. On February 28, 2024, Andy went to work with the insoles in his boots, when suddenly and without warning, the insoles spontaneously started on fire. Andy was seriously burned, which hospitalized him for nearly a week in the burn unit of a hospital 2.5 hours away. While hospitalized, Andy underwent multiple surgeries. He will require additional surgeries, as well. Andy – a self-employed heavy equipment mechanic – missed months of work as a result of this incident, causing catastrophic economic losses to his business. Andy now has permanent nerve damage to his foot, adversely affecting his ability to do his job, which requires him to be on his feet the majority of the day. Andy’s injuries will prevent him from continuing to work as a heavy equipment repairman due to his injuries. Not only has this incident adversely affected his health and career, this incident has adversely affected virtually every other facet of Andy’s life, including but not limited to his relationships, hobbies, and daily living.



Shockingly, Defendants marketed, advertised, packaged and warranted the Tajarly Heated Insoles to be, *inter alia*, safe, effective, and suitable for outdoor winter activities such as skiing, hiking, and hunting. Defendants even marketed, advertised, and packaged the heated insoles to provide benefits to individuals with poor health conditions. Contrary to Defendants marketing statements, the Tajarly Heated Insoles were inherently dangerous, defective, and spontaneously exploded and caught fire, causing serious injuries to Andy.

Sadly, Andy is not the only person to be seriously injured due to the Defendants product. On September 5, 2025, Amazon sent Andy a “Recall and Product Safety Alert” from the U.S. Consumer Product Safety Commission. According to the U.S. Consumer Product Safety Commission, there have been 15 other known instances of Tajarly heated insoles that have spontaneously ignited, exploded, and/or caught fire, and caused serious injuries to individuals. The Tajarly Heated Insole is no longer sold on Amazon or Defendants websites, although Defendants are still selling elsewhere.

Amazon and the U.S. Consumer Product Safety Commission have repeatedly attempted to contact Defendants about their dangerous product. Defendants continue to ignore everyone. Andy now seeks redress for his injuries through the court, and prays for relief as set forth below.

### **PARTIES**

1. Plaintiff Andrew C. Scovell (“Andy”) is an individual who resides in Twin Falls County, Idaho.
2. Defendant Tajarly is a foreign company existing and organized under the laws of the People’s Republic of China, with its principal place of business in Shenzhen City, Guangdong City, China.

3. Defendant Shenzhen Tejjali Technology Co., Ltd. is a foreign company existing and organized under the laws of the People’s Republic of China, with its principal place of business in Shenzhen City, Guangdong City, China.

4. iHeat Group (“iHeat”) is a foreign company existing and organized under the laws of the People’s Republic of China, with its principal place of business in Shenzhen City, Guangdong City, China.

5. Defendant Zhangfengqing is a foreign company existing and organized under the laws of the People’s Republic of China, with its principal place of business in Shenzhen City, Guangdong City, China.

6. Defendant Dongcang Quanzhou Trading Co., Ltd. d/b/a Tokura US is a foreign company existing and organized under the laws of the People’s Republic of China, with its principal place of business in Shenzhen City, China.

### **JURISDICTION & VENUE**

7. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(a)(2) as the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and the matter is between Plaintiff, an Idaho resident, and Defendants, all subjects of the People’s Republic of China.

8. Venue is proper to 28 U.S.C. § 1391(b)(2), as a substantial part of the events giving rise to the claim occurred within this judicial district.

### **FACTUAL ALLEGATIONS**

#### ***The Defendants***

1. Defendant Tajarly, located in the People’s Republic of China, develops, designs, manufactures, constructs, imports, distributes, sells and/or otherwise places in the stream of

commerce various electrically heated products including, but not limited to, heated clothes, heated gloves, heated socks, and heated insoles, which includes the Tajarly Heated Insoles.

2. Defendant Tajarly sells its products, including the Tajarly Heated Insoles, through its website, as well as on other internet platforms, such as Amazon.com.

3. According to Defendant Tajarly's website, as well as the U.S. Consumer Product Safety Commission, Shenzhen Tejjali Technology Co., Ltd., also located in the People's Republic of China, founded, owns, operates, and manages Defendant Tajarly.<sup>1</sup>

4. In addition to owning, operating, and managing Defendant Tajarly, Defendant Shenzhen Tejjali Technology Co., Ltd. also owns, operates, and manages Defendant iHeat, per Defendant iHeat's website.<sup>2</sup>

5. Defendant iHeat, also located in the People's Republic of China, also develops, designs, manufactures, constructs, imports, distributes, sells and/or otherwise places in the stream of commerce various electrically heated products including, but not limited to, heated clothes, heated gloves, heated socks, and heated insoles, which includes the iHeat Heated Insoles. iHeat heated insoles are virtually identical to Tajarly heated insoles.

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<sup>1</sup> See TAJARLY <https://tjarly.com/companyprofile/> (last visited February 10, 2026) (“Founded in 2009, Shenzhen Tejjali Technology Co., Ltd. focuses on one-stop solutions....in the past 12 years TAJARLY has been blazing new trails.”); see also U.S. CONSUMER PRODUCT SAFETY COMMISSION, <https://www.cpsc.gov/Warnings/2025/CPSC-Warns-Consumers-to-Immediately-Stop-Using-Tjarly-Heated-Insoles-Due-to-Risk-of-Serious-Burn-Injury-and-Fire-Hazard> (last visited February 10, 2026) (“Shenzhen Tejjali Technology Co., of China, manufactures this product [Tjarly heated insole] and has been unresponsive to CPSC requests for a recall or information about this product.”).

<sup>2</sup> See iHEAT, <https://iheatgroup.com/contact-us/> (last visited February 10, 2026).

6. Defendant Zhangfengqing, located in the People’s Republic of China, owns, operates, and manages Defendant iHeat, which also sells heated clothing, including heated insoles, on Amazon.com.<sup>3</sup>

7. The U.S. Consumer Product Safety Commission recently issued an urgent product safety warning to immediately stop use of the Tajarly Heated Insoles due to four (4) reports of ignition, fires, and other thermal incidents involving the defective heated insoles resulting in burn injuries, including two (2) incidents that required extended hospital stays.<sup>4</sup>

8. The U.S. Consumer Product Safety Commission issued an urgent product safety warning to immediately stop use of the iHeat heated insoles, receiving 11 reports of fires, explosions, and other burn injuries.<sup>5</sup>

9. Upon reason and belief, Defendant Dongcang Quanzhou Trading Co., Ltd. d/b/a Tokura US, located in the People’s Republic of China, was also founded, and is also owned, operated and managed by Shenzhen Tejiali Technology Co., Ltd., and Defendant Zhangfengqing.

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<sup>3</sup> See U.S. CONSUMER PRODUCT SAFETY COMMISSION, <https://www.cpsc.gov/Warnings/2025/CPSC-Warns-Consumers-to-Immediately-Stop-Using-iHeat-Heated-Insoles-Due-to-Risk-of-Serious-Burn-Injury-and-Fire-Hazard-Sold-on-Amazon> (last visited February 10, 2026)(“Zhangfengqing, d/b/a iHeat, of China, manufactures this product and has been unresponsive to CPSC requests for information about this product or a recall.”).

<sup>4</sup> See *id.* (“The U.S. Consumer Product Safety Commission (CPSC) is warning consumers to immediately stop using Tajarly heated insoles because the internal lithium-ion battery can overheat and ignite, even when the insoles are turned off, posing a risk of serious burn injury and fire hazard. CPSC has received four reports of ignition, fires, and other thermal incidents involving the defective heated insoles resulting in burn injuries, including two incidents that required extended hospital stays.”).

<sup>5</sup> See *id.* (“The U.S. Consumer Product Safety Commission (CPSC) is warning consumers to immediately stop using iHeat heated insoles because the internal lithium-ion battery can explode and ignite, even when the insoles are turned off, posing a risk of serious burn injury and fire hazard. CPSC has received 11 reports of fires, explosions and other thermal incidents involving the defective heated insoles, including eight reports of burn injuries, with some injuries being second- and third-degree burns.”).

10. Upon reason and belief, Defendant Shenzhen Tejjali Technology Co., Ltd. is the alter ego of Defendant Tajarly, as there is a unity of interest and ownership among the separate entities that no longer exists but is instead the alter ego of one or a few; if observed, the corporate form would sanction a fraud, promote injustice, or result in an inequity.

11. Upon reason and belief, Defendant Zhangfengqing is the alter ego of Defendant Tajarly, as there is a unity of interest and ownership among the separate entities that no longer exists but is instead the alter ego of one or a few; if observed, the corporate form would sanction a fraud, promote injustice, or result in an inequity.

12. Upon reason and belief, Defendant iHeat is the alter ego of Defendant Tajarly, as there is a unity of interest and ownership among the separate entities that no longer exists but is instead the alter ego of one or a few; if observed, the corporate form would sanction a fraud, promote injustice, or result in an inequity.

13. Upon reason and belief, Defendant Tokura US is the alter ego of Defendant Tajarly, as there is a unity of interest and ownership among the separate entities that no longer exists but is instead the alter ego of one or a few; if observed, the corporate form would sanction a fraud, promote injustice, or result in an inequity.

14. Upon reason and belief, Defendants obtained a commercial general liability policy covering liabilities associated with Tajarly Heated Insoles, which was issued by Ping An Property & Casualty Insurance Company of China, which is based in Shenzhen, People's Republic of China.

15. Upon reason and belief, Ping An Property & Casualty Insurance Company of China is a wholly owned subsidiary of Ping An Insurance Group, which is also based in Shenzhen, People's Republic of China.

16. Defendants' website makes the following statements, representations, and warranties regarding its products, including Tajarly Heated Insoles:

**“ABOUT TAJARLY.** Founded in 2009, Shenzhen Tejiali Technology Co., Ltd., [f]ocuses on one-stop solutions and deep processing customized services. In the past 12 years, TAJARLY has been blazing new trails in heated clothing, heated gloves, heated socks & insoles, heated blankets, and a series of intelligent wearable products. The quality and warmth of its heated products have earned a high reputation both domestically and abroad.”

**“COMPANY PROFILE.** A company integrating manufacturing and trading, producing and exporting heating products.”

**“COMPANY CAPABILITY.** Our company is based in Shenzhen, China. At present, it has three major production bases & several auxiliary factories in China, including Hunan bases with an area of more than 6000m<sup>2</sup> and about 100 employees, Hubei base covers an area of more than 6000m<sup>2</sup> with and about 120 employees, Jiangxi base covers an area of more than 4000 square meters with more than 200 employees. In addition, in order to provide more convenience for customers' inspection, packaging and shipment, we also have a warehouse with nearly 1000m<sup>2</sup> which is located in Longgang District, Shenzhen.”

**“EXCELLENT QUALITY.** Our main goal in everything we do is keeping you warm. Our high-quality heated clothing (gloves, jackets, base layers, socks and insoles) is assembled in Europe and especially designed to resist the cold in both indoor as outdoor activities or even to help people who need heat therapy due to health issues. “

**“OUR EFFORTS AND PROSPECTS.** Our ergonomic, electrically heated clothing is developed with great care and focuses on the comfort of the end-user. We are constantly observing the latest trends, improving our apparel and listening to the needs and wishes of our customers.”

**“TAJARLY STRENGTH.** We provide customers with one-stop solutions and deep processing customized services from heating elements to final products with full experience and plenty of skilled workers.”

**“WARRANTY.** We gladly support a 1 year limited warranty on all products purchased from an authorized Tajarly dealer.”

**“TAJARLY™ 1 YEAR LIMITED WARRANTY.** This Tajarly Limited Warranty covers heated electronic components and batter for one (1) year from the initial date of purchase from an authorized Channels. This warranty is nontransferable, and proof of purchase is required for warranty service. For specific warranty questions, please contact our service team: [service@tajarly.com](mailto:service@tajarly.com).

17. The statements, representations, guarantees, warranties and/or promises provided on Tajarly's website is virtually identical to that of iHeat's website.

18. Defendants' websites state, represent, guarantee, warranty and/or promise that all products, including the Tajarly Heated Insoles, meet all safety standards.

19. Defendants offer a one-year warranty on all products, including the Tajarly Heated Insoles, 'because your [i.e., the consumer] satisfaction is our number one priority.'

20. Despite Defendants' statements, representations, guarantees, warranties, and/or promises regarding the Tajarly Heated Insoles, upon reason and belief, Tajarly Heated Insoles were not safety tested by Underwriters Laboratories or any other Nationally Recognized Testing Laboratory and did not comply with or meet recognized safety standards. And were never tested or otherwise subject to research or testing to meet recognized safety standards.

21. At all times relevant herein, Defendants placed the Tajarly Heated Insoles into the stream of commerce through various means, including its own websites, as well as through selling on Amazon.com.

22. At all times relevant herein, Defendants made various statements, representations, guarantees, warranties and/or promises on the Amazon.com website regarding the Tajarly Heated Insoles, which include, but are not limited to, to the following:

- "Perfect for extreme cold weather activities like hunting, skiing, snowboarding, and more."
- "Ideal for winter work and adventures."
- "Comfortable and a pleasure to wear throughout the day"
- "Promotes blood circulation"
- "Benefits individuals with arthritis, poor circulation, stiff joints, and other conditions"
- "Provides arch support and reduces foot stress, allowing for more comfortable and supported walking"
- Provide all-day comfort up to 10+ hours of continuous warmth, ensuring feet "stay toasty during outdoor activities."

- Ergonomic design and ventilation holes ensure optimal air and heat distribution.
- “Experience warmth, comfort, and support like never before with iHeat heated insoles”

### *The Purchase*

23. In reliance on the representations made by Defendants regarding the quality and safety of Tajarly Heated Insoles, Andy instructed his wife to purchase the Tajarly Heated Insoles through Amazon.com on or about November 24, 2023.

24. Amazon charged Andy and his wife \$74.19 for the purchase of the Tajarly Heated Insoles.

25. Amazon assigned the order an Amazon.com order number 112-1144653-7287469.

26. The Tajarly Heated Insoles arrived at Andy’s home in Kimberly, Idaho, on or about December 10, 2023.

27. The Tajarly Heated Insoles did not turn on or otherwise operate, and Andy and his wife returned the Tajarly Heated Insoles to Amazon.

28. Andy and his wife ordered a second pair of Tajarly Heated Insole from Defendants through Amazon.com, which shipped on December 18, 2023.

29. Amazon assigned the purchase order an Amazon.com order number 113-9102739-188547.

30. The Tajarly Heated Insoles were received by Andy at his home in Kimberly, Idaho, on or about January 10, 2024.

31. Thereafter, upon information and belief, Amazon.com remitted the money collected to Tokura US from Andy’s wife for the purchase of the Tajarly Heated Insoles less Amazon’s service fees and shipping costs.

### *The Incident*

32. Following receipt of Tajarly Heated Insoles, and pursuant to the instructions from Defendants, Andy charged the Tajarly Heated Insoles using the supplied charger.

33. On February 28, 2024, Andy placed the Tajarly Heated Insoles in his boots and went to work for the day.

34. Andy is as a heavy machine repairman, primarily working on farm equipment.

35. Andy was in his shop, which is adjacent to his home, and was performing work for the day.

36. Andy had been working only a few hours when, suddenly and without warning, Andy began experiencing immense pain and burning in his right foot.

37. Andy looked down to see what was happening to find that his foot was on fire and smoking.

38. Shockingly, the Tajarly Heated Insoles started on fire without warning.

39. Terrified and in excruciating pain, Andy was able to eventually extinguish the fire and remove the boot from his foot.

40. Andy's foot was severely burned as a result of the defective and unreasonably dangerous Tajarly Heated Insoles spontaneously starting on fire.

41. Andy was rushed to the emergency room at St. Luke's hospital, where doctors treated the wound.

42. Doctors at St. Luke's told Andy the next 72 hours were critical, and instructed Andy to go to a specialized burn unit 2.5 hours away at Eastern Idaho Regional Medical Center ("EIRMC").

43. Andy's wife Terrie immediately drove Andy 2.5 hours to EIRMC to the burn unit where doctors awaited his arrival.

44. Andy was admitted to the burn unit at EIRMC and was treated for serious injuries to his right foot over the next six (6) days.

45. While at EIRMC, Andy underwent several surgeries, including a skin graft, which necessitated taking skin from his thigh, and transplanting it on his foot.

46. Doctors inform Andy he will require additional surgeries to treat his injuries.

47. For months after the incident, Andy was unable to work, losing substantial amounts of projects, future projects, and goodwill.

48. Andy was eventually able to return to work but now experiences a significant amount of pain and discomfort due to this incident.

49. Andy is now unable to perform many of the essential duties of his job, or if he is able to perform such duties, he does so with significant pain and discomfort.

50. Andy sustained permanent damage to his right foot, which has, and will continue to, adversely affect his ability to perform his job as owner/operator of his own equipment repair company.

51. Andy now lives with daily burning nerve pain, itching, discomfort, and has difficulty standing, which is causing numerous other issues with his hips, legs, and gait.

52. Andy has seen numerous providers regarding this injury, who inform Andy that his daily itching, discomfort, pain, and burning nerve pain will remain with him permanently for the rest of his life.

53. Andy informed Amazon customer service and informed them that the Tajarly Heated Insoles had spontaneously exploded without warning and severely burned and injured him.

54. Other individuals have been burned by the Tajarly Heated Insoles, and the U.S. Consumer Product Safety Commission has issued a product safety warning.

55. After Andy's incident, Defendants continued to sell the product on its website and other internet platforms such as Amazon.com.

56. Although Amazon eventually removed the Tajarly heated insole, upon reason and belief, Defendants simply rebranded and repackaged the Tajarly heated insole and sold the defective insoles – without investigating or taking any corrective action – through newly formed companies.

### **FIRST CAUSE OF ACTION**

#### *Strict Liability*

57. Plaintiff incorporates allegations of all previous paragraphs as if fully set forth herein.

58. At all times relevant hereto, Defendants were engaged in the business of designing, manufacturing, selling and/or distributing, for ultimate sale to members of the general public, electric heated insoles, including the Tajarly Heated Insoles.

59. At all times relevant hereto, Defendants manufactured, sold and/or distributed electric heated insoles, including the Tajarly Heated Insoles.

60. At the time the electric heated insoles, including the Tajarly Heated Insoles, left the possession of Defendants, and at the time the electric heated insoles, including the Tajarly Heated Insoles entered the stream of commerce, they were unreasonably dangerous and defective condition including, but *not* limited to, the following:

- a) Inadequate design of the heating element;
- b) Inadequate design of the battery pack and holder;
- c) Inadequate design of the charger;
- d) Inadequate design of the insole;
- e) Inadequate design of the heat settings;
- f) Inadequate design of the remote;
- g) Inadequate warnings about usage;

- h) Inadequate warnings and instructions to consumers on how to safely use the iHeat insole;
- i) Inadequate design as insoles lacked a temperature limiting mechanism that would prevent excessively high temperatures to cause malfunction, explosion, fire, or other harm;
- j) Inadequate warnings and instructions for users with medical conditions;
- k) The heating elements produced excessively high temperatures sufficient to cause the insole to malfunction, start on fire, and/or cause burn injuries;
- l) The insoles lacked a timed shut-off mechanism to prevent spontaneous malfunction, explosion, fires, burns, or other harm;
- m) Failure to warn about risk of malfunction;
- n) Failure to warn of the dangers associated with use at various temperature settings;

61. As a direct and proximate result of one or more of these unreasonably dangerous and defective conditions, the Tajarly Heated Insoles failed to perform as a consumer would reasonably expect them to perform when the product was being used in a normal and expected manner.

62. As a direct and proximate result of one or more of these unreasonably dangerous and defective conditions, the risks of using Tajarly Heated Insoles outweighed the utility or usefulness of the product.

63. Defendants failed to make the Tajarly Heated Insoles reasonably safe for their intended and foreseeable uses, and to ascertain that the insoles were free from defects which would render them unsafe.

64. In breach of duty, Defendants designed, manufactured, sold and/or distributed the Tajarly Heated Insoles in a defective, unsafe and unreasonably dangerous condition.

65. As a direct and proximate result of one or more of the foregoing unreasonably dangerous and defective conditions and Defendants acts or omissions, Plaintiff sustained severe personal injuries.

66. As a direct and proximate result of one or more of the unreasonably dangerous and defective conditions of the Tajarly Heated Insoles resulting in the serious injuries, Plaintiff has sustained damages.

67. Defendants are strictly liable for the injuries complained of herein by reason of having sold and placed into the stream of commerce the defective Tajarly Heated Insoles, which were unreasonably dangerous to users.

## **SECOND CAUSE OF ACTION**

### *Negligence*

68. Plaintiff incorporates all previous allegations as if set forth in full herein.

69. Defendants owed Plaintiff a duty of care to design, manufacture, distribute, and sell reasonably safe products and to use due care in order to avoid foreseeable harm to the intended users of the Tajarly Heated Insoles.

70. Defendants breached that duty when Defendants placed the unreasonably safe Tajarly Heated Insoles into the stream of commerce with the following defects:

- a. Inadequate design of the heating element;
- b. Inadequate design of the battery pack and holder;
- c. Inadequate design of the charger;
- d. Inadequate design of the insole;
- e. Inadequate design of the heat settings;
- f. Inadequate design of the remote;
- g. Inadequate warnings about usage;
- h. Inadequate warnings and instructions to consumers on how to safely use the iHeat insole;
- i. Inadequate design as insoles lacked a temperature limiting mechanism that would prevent excessively high temperatures to cause malfunction, explosion, fire, or other harm;
- j. Inadequate warnings and instructions for users with medical conditions;
- k. The heating elements produced excessively high temperatures sufficient to cause the insole to malfunction, start on fire, and/or cause burn injuries;
- l. The insoles lacked a timed shut-off mechanism to prevent spontaneous malfunction, explosion, fires, burns, or other harm;
- m. Failure to warn about risk of malfunction;

- n. Failure to warn of the dangers associated with use at various temperature settings;

71. Defendants also breached their duty of care by failing to exercise reasonable care in the design, sale, and distribution of the Tajarly Heated Insoles.

72. Defendants knew, or should have known, in the exercise of ordinary care, of the unsafe conditions of the Tajarly Heated Insoles.

73. As a direct and proximate result of Defendants' negligent acts and/or omissions, Plaintiff sustained severe injuries.

74. As a direct and proximate result of Defendants' negligent acts and/or omissions, Plaintiff has suffered economic and non-economic damages.

**THIRD CAUSE OF ACTION**  
*Gross Negligence*

75. Plaintiff incorporates all previous allegations as if fully set forth herein.

76. Defendants owed Plaintiff a duty of care to design, manufacture, distribute, and sell reasonably safe products and to use due care in order to avoid foreseeable harm to the intended users of the Tajarly Heated Insoles.

77. Defendants breached that duty when Defendants placed the unreasonably safe Tajarly Heated Insoles into the stream of commerce with the following defects:

- a. Inadequate design of the heating element;
- b. Inadequate design of the battery pack and holder;
- c. Inadequate design of the charger;
- d. Inadequate design of the insole;
- e. Inadequate design of the heat settings;
- f. Inadequate design of the remote;
- g. Inadequate warnings about usage;
- h. Inadequate warnings and instructions to consumers on how to safely use the iHeat insole;
- i. Inadequate design as insoles lacked a temperature limiting mechanism that would prevent excessively high temperatures to cause malfunction, explosion, fire, or other harm;

- j. Inadequate warnings and instructions for users with medical conditions;
- k. The heating elements produced excessively high temperatures sufficient to cause the insole to malfunction, start on fire, and/or cause burn injuries;
- l. The insoles lacked a timed shut-off mechanism to prevent spontaneous malfunction, explosion, fires, burns, or other harm;
- m. Failure to warn about risk of malfunction;
- n. Failure to warn of the dangers associated with use at various temperature settings;

78. Defendants also breached their duty of care by failing to exercise reasonable care in the design, sale, and distribution of the Tajarly Heated Insoles.

79. Defendants knew, or should have known, in the exercise of ordinary care, of the unsafe conditions of the Tajarly Heated Insoles.

80. Defendants failed to observe even slight care, and/or demonstrated carelessness or recklessness to a degree that shows utter indifference and/or a conscious disregard for the consequences.

81. As a direct and proximate result of Defendants' negligent acts and/or omissions, carelessness or recklessness to a degree that shows utter indifference and/or a conscious disregard for the consequences, Plaintiff sustained severe injuries.

82. As a direct and proximate result of Defendants' negligent acts and/or omissions, carelessness or recklessness to a degree that shows utter indifference and/or a conscious disregard for the consequences, Plaintiff has suffered economic and non-economic damages.

#### **FOURTH CAUSE OF ACTION**

##### *Breach of the Implied Warranty of Merchantability*

- 83. Plaintiff incorporates all previous allegations as if set forth fully herein.
- 84. Defendants are merchants selling goods, including the Tajarly Heated Insoles.
- 85. Plaintiff's wife purchased the Tajarly Heated Insoles at the request of Plaintiff.

86. By offering the Tajarly Heated Insoles, Defendants made an implied warranty that the product was of merchantable quality pursuant to the applicable provisions of the Uniform Commercial Code.

87. Defendants breached its implied warranty in that the Tajarly Heated Insoles were not of merchantable quality in one or more of the following respects:

- a. Inadequate design of the heating element;
- b. Inadequate design of the battery pack and holder;
- c. Inadequate design of the heat settings;
- d. Inadequate warnings about temperature settings;
- e. Inadequate warnings and instructions on how to safely use the product;
- f. Inadequate design of heating elements, which produced excessively high temperatures to cause malfunction;
- g. The insoles lacked a timed shut-off mechanism to prevent overuse and malfunction;
- h. Inadequate design as insoles lacked a temperature limiting mechanism that would prevent excessively high temperatures sufficient to cause malfunction;
- i. Inadequate warnings regarding risks and malfunction.

88. As a direct and proximate result of Defendants breach of the implied warranty of merchantability, Plaintiff suffered severe personal injuries.

89. As a direct and proximate result of the Defendants breach of the implied warranty of merchantability, Plaintiff suffered damages.

#### **FIFTH CAUSE OF ACTION**

##### *Breach of Contract*

90. Plaintiff incorporates all previous allegations as if set forth fully herein.

91. Plaintiff entered into a contract with Defendants when purchasing the Tajarly Heated Insoles.

92. Plaintiff purchased and paid for the Tajarly Heated Insoles, performing his end of the contractual bargain.

93. Defendants breached the contract by, *inter alia*, the following:

- a. Sending a product that did not conform to promises, warranties, guaranties, and other representations.
- b. Sending a product that was unreasonably dangerous and defective, which spontaneously started on fire and severely injured Plaintiff while Plaintiff was using product;

94. Plaintiff suffered damages as a result of Defendants' breach of contract when the insole spontaneously exploded and seriously injured Plaintiff.

#### **SIXTH CAUSE OF ACTION**

##### *Breach of the Implied Covenant of Good Faith and Fair Dealing*

95. Plaintiff incorporates all previous allegations as if set forth fully herein.

96. Plaintiff and Defendants had a contract when Plaintiff purchased the Tajarly Heated Insoles.

97. Defendants had an obligation to act in good faith and deal fairly and consistently with the Plaintiff's justified expectations arising under the contract.

98. Plaintiff expected the Tajarly Heated Insoles to be safe, effective, comfortable, to reduce foot stress, promote circulation, not be defective, not be unreasonably dangerous, to not spontaneously explode while Plaintiff was using, and not being severely injured.

99. Defendants knew, or had reason to know, that the Tajarly Heated Insoles was not safe, effective, and that the promises, guarantees, assurances, and other claims were without support or merit.

100. Upon reason and belief, Defendants knew that other consumers that had purchased the Tajarly Heated Insoles had been injured and/or the product had malfunctioned.

101. Defendants breached that covenant of good faith and fair dealing by advertising, selling, promising, guaranteeing, and otherwise representing that the Tajarly Heated Insoles was safe, effective, and provided various benefits, which included, but are not limited to:

- a. "Perfect for extreme cold weather activities like hunting, skiing, snowboarding, and more."
- b. "Ideal for winter work and adventures."
- c. "Comfortable and a pleasure to wear throughout the day"
- d. "Promotes blood circulation"
- e. "Benefits individuals with arthritis, poor circulation, stiff joints, and other conditions"
- f. "Provides arch support and reduces foot stress, allowing for more comfortable and supported walking"
- g. Provide all-day comfort up to 10+ hours of continuous warmth, ensuring feet "stay toasty during outdoor activities."
- h. Ergonomic design and ventilation holes ensure optimal air and heat distribution.
- i. "Experience warmth, comfort, and support like never before with iHeat heated insoles"

102. Because of Defendants breach, Plaintiff suffered injuries and damages.

**SEVENTH CAUSE OF ACTION**

*Violation of Idaho Consumer Sales Practices Act*

103. Plaintiff incorporates all previous allegations as if set forth fully herein.

104. Defendants sell and/or offer Tajarly Heated Insoles.

105. Defendants knowingly and/or intentionally represented that the Tajarly Heated Insoles had characteristics, uses, and/or benefits it did not, and/or was of a particular standard, quality, grade, style, model it was not, by making various representations, promises, guarantees, which include, but are not limited to, the following:

- a. "Perfect for extreme cold weather activities like hunting, skiing, snowboarding, and more."
- b. "Ideal for winter work and adventures."
- c. "Comfortable and a pleasure to wear throughout the day"
- d. "Promotes blood circulation"
- e. "Benefits individuals with arthritis, poor circulation, stiff joints, and other conditions"
- f. "Provides arch support and reduces foot stress, allowing for more comfortable and supported walking"
- g. Provide all-day comfort up to 10+ hours of continuous warmth, ensuring feet "stay toasty during outdoor activities."
- h. Ergonomic design and ventilation holes ensure optimal air and heat distribution.

- i. “Experience warmth, comfort, and support like never before with iHeat heated insoles”

106. Plaintiff relied on representations made by Defendants, which were not true, when purchasing the Tajarly Heated Insoles.

107. Plaintiff was injured as a result of Defendants misrepresentations.

108. Plaintiff suffered damages as a result of Defendants misrepresentations.

#### **EIGHTH CAUSE OF ACTION**

##### *Negligent Infliction of Emotional Distress*

109. Plaintiff incorporates all previous allegations as if set forth fully herein.

110. Defendants owed Plaintiff a duty recognized by law.

111. Defendants breached that duty by, *inter alia*, selling a product, which it knew, or through the exercise of reasonable care should have known, was dangerous and defective and would cause bodily injury and emotional distress.

112. There is a causal connection between the defendants’ conduct and Plaintiff’s injury.

113. Plaintiff suffered actual loss and damages.

#### **NINTH CAUSE OF ACTION**

##### *Intentional Infliction of Emotional Distress*

114. Plaintiff incorporates all previous allegations as if set forth fully herein.

115. Defendants’ conduct of selling Tajarly Heated Insoles was intentional and/or reckless.

116. Defendants’ conduct of selling Tajarly Heated Insoles was extreme and outrageous.

117. There is a causal connection between the wrongful conduct of Defendants and Plaintiff’s emotional distress.

118. Plaintiff’s emotional distress is severe.

119. Plaintiffs suffered injuries, actual loss, and damages.

**DAMAGES**

120. Plaintiff hereby incorporates all previous paragraphs as if set forth fully herein.

121. As a direct and proximate result of the acts and omissions of Defendants, Plaintiff has, among other things, suffered serious and permanent injuries.

122. As a direct and proximate result of these injuries, Plaintiff has suffered substantial pain and anguish, as well as severe emotional distress.

123. As a further direct and proximate result of the acts and omissions of Defendants, it was and is necessary for Plaintiff to seek medical care and treatment.

124. As a further direct and proximate result of the acts and omissions of Defendants, Plaintiff has been injured. Plaintiff has suffered and will suffer the following additional damages:

- a. Past and future damages for costs of medical treatment and health care due to said injuries.
- b. Past and future damages, if any, for lost wages/impaired earnings; and past and future damages for disfigurement, impairment of bodily functions, and pain and severe mental anguish suffered.
- c. Past and future damages, if any, for compensated and gratuitous care and services, including attendant care, nursing care, medical care, psychological care, therapy, and other care and assistance, and for the payment of medical expenses, rendered to and/or paid on behalf of Plaintiff by other persons and entities. The amount of said special damages shall be the subject of proof at trial.
- d. Past and future damages for suffering loss of consortium, loss of society, affection, assistance, and fellowship, all to the detriment of their parent-child relationships



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

Andrew C. Scovell

(b) County of Residence of First Listed Plaintiff Twin Falls (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Judson Burton (12777) Brian Stewart (11737) 7090 S. Union Park Ave, Suite 160 Midvale, UT 84047 801-845-0440

DEFENDANTS

TAJARLY, SHENZHEN TEJIALI TECHNOLOGY CO., LTD., ZHANGFENGQING, IHEAT GROUP, DONGCANG QUANZHOU TRADING CO., LTD. d/b/a TOKURA US

County of Residence of First Listed Defendant Foreign (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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

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, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

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(a)(2)

Brief description of cause: Personal injury arising from injuries sustained due to a defective product

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 20,000,000. CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/16/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Brian Stewart

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.