

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

HOWARD SUMMERLIN, individually and
on behalf of all others similarly situated,

Plaintiff,

Case No.

v.

JURY TRIAL DEMANDED

PARADISE GRILLING SYSTEMS, INC.,

CLASS REPRESENTATION

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiff Howard Summerlin, individually and on behalf of all others similarly situated, by and through undersigned counsel, sues Defendant Paradise Grilling Systems, Inc. (“Paradise”), for damages and equitable relief, and alleges:

PARTIES

1. Plaintiff is an individual who resides in Broward County, Florida.
2. Paradise is a Florida for-profit corporation with its principal place of business in Orange County, Florida.

JURISDICTION AND VENUE

3. Th s Court has subject matter jurisdiction over this case because it is an action for damages in excess of \$50,000, exclusive of interest, attorneys’ fees, and costs.
4. Th s Court has personal jurisdiction over Paradise because it is a corporation that is incorporated in the State of Florida.
5. Venue is proper in Miami-Dade County, Florida because it is where Paradise has or usually keeps an office for transaction of its customary business.
6. All conditions precedent to the bringing of this action have either been performed

or they have been waived.

FACTS

7. Paradise is engaged in the designing, manufacturing, and sale of outdoor kitchen units, including island bars, grills, stainless appliances, fire features, patio furniture, tiki huts, etc.

8. Paradise represents itself as a brand that promotes a level of “luxury,” “lifestyle,” “longevity,” and “leading” the outdoor kitchen market. *See Image 1*, below.



Image 1

9. Among its several outdoor kitchen products, Paradise retails “Professional Grills,” which may be purchased individually, or as part of an “Island.” *See Paradise’s Professional Grills Page*, at **Exhibit A**; *see also Paradise’s Islands of Paradise Page*, at **Exhibit B**.

10. Paradise’s Professional Grills can be installed into its Islands to create a singular kitchen unit (hereinafter, “Paradise Outdoor Kitchen”).

11. Paradise’s Islands include the following models:

- a. GX-3;
- b. GX-4;
- c. GX-5;
- d. GX-6;
- e. GX-7;
- f. GX-8;
- g. GX-9;
- h. GX-10;
- i. GX-12;
- j. GX-14;
- k. Aruba-6;
- l. Aruba-8;
- m. St. Croix 8;

- n. St. Croix 9;
- o. St. Thomas 7;
- p. St. Thomas 9;
- q. Maui 10;
- r. Maui 12;
- s. Maui 14; and
- t. Tahiti Tiki Hut.

See Paradise Outdoor Kitchen 3-D Models, at **Exhibit C**.

12. On or about November 18, 2015, Plaintiff purchased a Paradise Professional Grill, Model No. GSL-32 (“Plaintiff’s Grill”) directly from Paradise. *See* Plaintiff’s Sales Agreement, at **Exhibit D**.

13. Along with Plaintiff’s Grill, Plaintiff purchased a Tahiti model Island (“Plaintiff’s Island”) for regular household use. *See id.*

14. Together, Plaintiff’s Grill and Island formed Plaintiff’s Paradise Outdoor Kitchen.

15. In December 2015, Paradise delivered Plaintiff’s Paradise Outdoor Kitchen to his address at 5311 SW 186th Ave, Southwest Ranches, FL 33332 (“Plaintiff’s Home”).

16. The Paradise employees set-up and installed Plaintiff’s Paradise Outdoor Kitchen on the back patio of Plaintiff’s Home.

17. At all times material to the bringing of this action, Plaintiff has used his Paradise Outdoor Kitchen in a normal, foreseeable, and expected manner.

18. On or about October 5, 2021, Plaintiff, as he had done on previous occasions, was using his Paradise Outdoor Kitchen as intended.

19. Plaintiff’s wife, Anabel Summerlin, turned on the Grill. Approximately 20 minutes later, Plaintiff’s wife checked the Grill and realized it was not hot.

20. Plaintiff’s wife informed him that the Grill did not seem to be on, and Plaintiff went to check on the Grill and realized that the Grill was still cold.

21. Plaintiff then attempted to start the Grill and the bottom of the Grill unexpectedly and violently exploded.

22. As a result of the explosion of the Grill, Plaintiff has suffered severe injuries, both physically and otherwise.

23. On information and belief, improper ventilation around the propane chamber of the Grill caused an accumulation of gas, which coupled with the use of the designated ignition button resulted in the violent explosion.

24. According to the instructional book created by Paradise for the GSL-32, 4" x 6" vents on the sides of Paradise Islands must remain unobstructed to allow for proper ventilation in and around the propane chamber of the Paradise Outdoor Kitchen. *See* GSL-32 Instructional Book, at **Exhibit E**, p.13; *see also* **Image 2**, below. The vents are clearly displayed in Paradise's own illustration and instructional book:

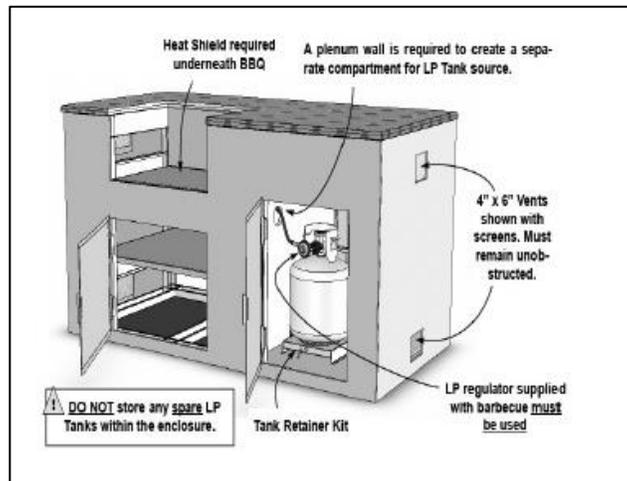


Image 2

25. When Paradise installed Plaintiff's Outdoor Kitchen, it installed it in such a fashion that there were **no vents** on either side of Plaintiff's Outdoor Kitchen. *See* **Images 3-4**, below.



Image 3



Image 4

26. On information and belief, this improper-ventilation defect is not limited to just the GSL-32 grill model or the Tahiti model of Island but affects all Paradise Outdoor Kitchen models in substantially the same manner. *See Exhibit C.*

27. As is clear from the 3-D models of all Paradise Outdoor Kitchen models, there are **no vents** located on the sides of the Outdoor Kitchen models to allow for ventilation of the model's respective propane chambers. *See id.*

28. At no time did Paradise's representatives warn Plaintiff of the inherent danger of the Paradise Outdoor Kitchen models.

29. At all times material to the bringing of this action, the Paradise Outdoor Kitchen models were designed and installed in an inherently and unreasonably dangerous manner.

30. At all times material to the bringing of this action, the Paradise Outdoor Kitchen models were manufactured and installed in a manner leading to an inherently and unreasonably dangerous condition.

31. At all times material to the bringing of this action, the Paradise Outdoor Kitchen models were packaged containing a defective label resulting in a failure to warn of the inherently dangerous nature and condition of the models.

32. In October 2022, Paradise issued a Safety Alert concerning the Outdoor Kitchen models. *See Paradise Grills Outdoor Kitchen Safety Alert*, at **Exhibit F.**

33. Paradise's Safety Alert states, in pertinent part:

Paradise Outdoor Kitchens produced between 2009 and 2020 could pose a potential safety risk ***caused by the build-up of unlit gas and insufficient ventilation***, where users fail to follow manufacturer instructions when lighting their propane or natural gas-powered grills. ***Gas can accumulate beneath a closed lid and inside of the cabinet, which can lead to explosion and fire*** [. . .]

After attempting to light the grill, if the user does not detect heat after 30 seconds, users are advised to turn the off ignition and gas and let any built-up gas dissipate for at least ten (10) minutes before trying to light it again.

Id. (emphasis added).

34. This Safety Alert applies to both the GSL-32 grill and Tahiti Island models, as well as all other Paradise Outdoor Kitchen models produced from 2009 to 2020.

35. The defects in Paradise's Outdoor Kitchen models created serious and unreasonable safety risks to consumers and users of Paradise's products, i.e., the risk of property damage, injury, and death by fire

36. These safety risks are material to reasonable consumers, including Plaintiff and the members of the Class, who own defective Outdoor Kitchen models. Had Paradise disclosed the true nature and scope of the safety risks inherent in the use of its products in the sales and marketing material provided to consumers along with the product, or with warnings prominently placed on the product, Plaintiff and all others similarly situated in the Class would have been aware of it and acted differently, i.e., purchase a different outdoor kitchen model; decide not to keep a Paradise Outdoor Kitchen model; and/or pay less for a Paradise Outdoor Kitchen model because of the defects or because of the cost of replacing a defective Paradise Outdoor Kitchen model with a non-defective product.

37. As a result of Paradise's tortious practices, Plaintiff and other members of the Class purchased Outdoor Kitchen models they otherwise would not have purchased; paid more for those

Outdoor Kitchen models than they otherwise would have paid; have incurred damages because the defects have diminished the value of their Outdoor Kitchen models; and unnecessarily paid, and will continue to pay, repair costs because of the defects.

CLASS ACTION ALLEGATIONS

38. Pursuant to Fla. R. Civ. P. 1.220, Plaintiff, on behalf of himself and others similarly situated, seeks certification of the following Class:

All persons who, for purposes other than resale, purchased a Paradise Grill, Paradise Island, or collectively a Paradise Outdoor Kitchen model in Florida during the Class Period.

39. Plaintiff is a member of the Class he seeks to represent.

40. Plaintiff reserves the right to amend the definition of the Class prior to filing his motion for class certification

41. Excluded from the Class is Paradise, and its affiliates, subsidiaries, agents, board members, directors, officers, employees, as well as members of the judiciary to whom this case is assigned, their court staff, and Plaintiff's counsel.

42. The Class Period is from 2009 to the present.¹

Numerosity

43. This action satisfies the numerosity requirement of Fla. R. Civ. P. 1.220(a)(1) as the members of the Class are so numerous that separate joinder of each member is impracticable. The Class will include hundreds or thousands of members.

Commonality and Predominance

44. This action satisfies the commonality requirement of Fla. R. Civ. P. 1.220(a)(2) and the predominance requirement of Fla. R. Civ. P. 1.220(b)(3) since Plaintiff's claims raise questions

¹ The precise dates of the Class Period shall be refined based on discovery in this action.

of law or fact common to the questions of law or fact raised by the claims of each member of the Class and these questions predominate over any question of law or fact affecting only individual members of the Class.

45. Such common and predominant questions include:
- a. Whether the Paradise Outdoor Kitchen models are defectively designed.
 - b. Whether the Paradise Outdoor Kitchen models are defectively manufactured.
 - c. Whether the Paradise Outdoor Kitchen models are defectively labeled.
 - d. Whether the Paradise Outdoor Kitchen models were improperly installed.
 - e. Whether the fact that the Paradise Outdoor Kitchen models suffer from defects would be considered material by a reasonable consumer.
 - f. Whether Paradise was aware of the defects in its Outdoor Kitchen models.
 - g. Whether the defects affecting the Paradise Outdoor Kitchen models constitute an unreasonable safety risk.
 - h. Whether Paradise had a duty to disclose the defective nature of its Outdoor Kitchen models to Plaintiff and other members of the Class.
 - i. Whether Plaintiff and other members of the Class are entitled to a declaration as to their rights under the applicable warranties.
 - j. Whether Plaintiff and other members of the Class would have not purchased the Paradise Outdoor Kitchen models or would have paid less for them had they known of their inherent defects.
 - k. Whether Paradise violated Florida's Deceptive and Unfair Trade Practices Act, when it sold defective Outdoor Kitchen models to consumers.
 - l. Whether Plaintiff and other members of the Class are entitled to equitable relief, including a preliminary or permanent injunction.
 - m. Whether Plaintiff and other members of the Class have been damaged and the measure of those damages.

Typicality

46. This action satisfies the typicality requirement of Fla. R. Civ. P. 1.220(a)(3) because

Plaintiff's claims are typical of the claims of each member of the Class.

47. Plaintiff, as all members of the Class, purchased a Paradise Outdoor Kitchen model that was defectively designed, manufactured, installed, and labeled.

48. Plaintiff, as all members of the Class, has been damaged by Paradise's misconduct because, among other things, Plaintiff paid for a defective Paradise Outdoor Kitchen model, which was unfit for its intended purposes.

49. Plaintiff, as all members of the Class, would not have purchased Paradise Outdoor Kitchen models or would have paid less for them had Paradise disclosed the defects in its product.

Adequacy

50. This action satisfies the adequacy requirement of Fla. R. Civ. P. 1.220(a)(4).

51. Plaintiff can fairly and adequately protect and represent the interests of the members of the Class. Plaintiff is aware of his responsibilities as class representative and has no conflicts with any member of the Class.

52. Plaintiff has retained the undersigned attorneys to represent him in this matter, who are experienced in complex litigation, including class actions, and have the skills and resources necessary to meet the needs of this case.

Superiority

53. This action satisfies the superiority requirement of Fla. R. Civ. P. 1.220(b)(3) since class representation is superior to other available methods for the fair and efficient adjudication of the controversy. It would be an inefficient use of judicial resources to require each member of the Class affected by Paradise's actions to bring their own claim. Furthermore, this case deals with common issues of law that may be adjudicated uniformly in a single action without the unnecessary duplication of evidence, effort, and expense that numerous individual actions would require.

Fla. R. Civ. P. 1.220(b)(1)

54. Alternatively, Plaintiff's claims may be maintained on behalf of the Class under Fla. R. Civ. P. 1.220(b)(1) because the prosecution of separate claims by individual members of the Class would create a risk of either inconsistent or varying adjudications concerning individual members of the Class which would establish incompatible standards of conduct for Paradise, or adjudications concerning individual members of the Class which would, as a practical matter, be dispositive of the interests of other members of the Class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the Class who are not parties to the adjudications to protect their interests.

Fla. R. Civ. P. 1.220(b)(2)

55. The prerequisites for maintaining a class action under Fla. R. Civ. P. 1.220(b)(2) also exist because by placing the defective Outdoor Kitchen models into the stream of commerce, Paradise has acted or refused to act on grounds generally applicable to all members of the Class, making final injunctive relief or declaratory relief concerning the Class as a whole appropriate. Plaintiff seeks an order declaring that the Outdoor Kitchen models are unreasonably dangerous for consumer use. Plaintiff also requests an injunction against Paradise preventing it from selling the defective Outdoor Kitchen models and ordering Paradise to recall those defective Outdoor Kitchen models that have already been sold.

COUNT I – STRICT PRODUCTS LIABILITY (DESIGN DEFECT)

56. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

57. Paradise is in the business of designing, manufacturing, labeling, marketing, and selling grills, including the Paradise Outdoor Kitchen models that are at issue in this action.

58. During the Class Period, the Outdoor Kitchen models inserted into the stream of

commerce by Paradise suffered from a design defect resulting in improper ventilation around the propane chamber of the Outdoor Kitchen models, resulting in a dangerous accumulation of gas.

59. The Paradise Outdoor Kitchen models were defective and unreasonably dangerous to consumers, including Plaintiff. When sold, distributed, or otherwise inserted into the stream of commerce by Paradise, the Outdoor Kitchen models contained design defects that ultimately led to the grills malfunctioning, becoming inoperable, combusting, and/or exploding.

60. Such design defects include the following:

- a. The Outdoor Kitchen models were designed with propane chambers that did not have an adequate ventilation system.
- b. The Outdoor Kitchen models were designed without adequate quality control measures and/or inappropriate manufacturing procedures and processes.
- c. The Outdoor Kitchen models were designed with defective component parts, including a defective ventilation system and propane ignition system.
- d. The Outdoor Kitchen models were designed in such a manner they failed under normal, reasonable, and foreseeable conditions, leading to injuries to Plaintiff and the other members of the Class.

61. Paradise placed the Outdoor Kitchen models into the stream of commerce with the knowledge that they would be used without inspection for defects or unknown hazards.

62. Paradise knew, or should have known, of the unreasonably dangerous conditions that the Outdoor Kitchen models' defective design created when operated by Plaintiff and the other members of the Class.

63. Paradise knew, or should have known, users of the Outdoor Kitchen models could not properly inspect them for defects and dangerous conditions, and that detection of such defects or hazards would be beyond the abilities of an ordinary reasonable user.

64. For the foregoing reasons, the Paradise Outdoor Kitchen models were defective in design and unreasonably dangerous to consumers, including Plaintiff and other members of the

Class, who used the Outdoor Kitchen models in an ordinary, reasonable, and foreseeable manner.

65. The design defects in the Paradise Outdoor Kitchen models, including their propane chambers, were the direct and proximate cause of injuries to Plaintiff and the other Class members.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

COUNT II – STRICT PRODUCTS LIABILITY (MANUFACTURING DEFECT)

66. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

67. Paradise is in the business of designing, manufacturing, labeling, marketing, and selling grills, including the Paradise Outdoor Kitchen models that are at issue in this action.

68. During the Class Period, the Outdoor Kitchen models inserted into the stream of commerce by Paradise suffered from a manufacturing defect that resulted in improper ventilation around the Outdoor Kitchen models' propane chamber, causing a dangerous accumulation of gas.

69. The Paradise Outdoor Kitchen models were defective and unreasonably dangerous to consumers, including Plaintiff. When sold, distributed, or otherwise inserted into the stream of commerce by Paradise, the Outdoor Kitchen models contained manufacturing defects which led ultimately to the grills malfunctioning, becoming inoperable, combusting, and/or exploding.

70. Such manufacturing defects include the following:

- a. The Outdoor Kitchen models were manufactured with propane chambers that did not have an adequate ventilation system.
- b. The Outdoor Kitchen models were manufactured without adequate quality control measures and/or inappropriate manufacturing procedures and processes.
- c. The Outdoor Kitchen models were manufactured with defective component parts, including a defective ventilation system and propane ignition system.
- d. The Outdoor Kitchen models were manufactured in a manner they failed under

normal, reasonable, and foreseeable conditions, leading to injuries to Plaintiff and the other members of the Class.

- e. The Outdoor Kitchen models were manufactured without firms implementing technologically and economically viable alternative designs to prevent the defective ventilation system and faulty propane ignition system.
- f. The Outdoor Kitchen models were manufactured without adequate inspection, testing, and analysis to account for the risks that the ventilation and ignition systems presented.

71. Paradise placed the Outdoor Kitchen models into the stream of commerce with the knowledge that they would be used without inspection for defects or unknown hazards.

72. Paradise knew, or should have known, of the unreasonably dangerous conditions that the Outdoor Kitchen models' defective manufacturing created when operated by Plaintiff and the other members of the Class.

73. Paradise knew, or should have known, users of the Outdoor Kitchen models could not properly inspect them for defects and dangerous conditions, and that detection of such defects or hazards would be beyond the abilities of an ordinary reasonable user.

74. For the foregoing reasons, the Paradise Outdoor Kitchen models were defective in manufacturing and unreasonably dangerous to consumers, including Plaintiff and members of the Class, who used the Outdoor Kitchen models in an ordinary, reasonable, and foreseeable manner.

75. The manufacturing defects in the Paradise Outdoor Kitchen models, including their defective propane chambers, were the direct and proximate cause of injuries to Plaintiff and the other Class members.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

COUNT III – STRICT PRODUCTS LIABILITY (FAILURE TO WARN)

76. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

77. Paradise is in the business of designing, manufacturing, labeling, marketing, and selling grills, including the Paradise Outdoor Kitchen models that are at issue in this action.

78. Paradise is strictly liable for its failure to warn users of the Outdoor Kitchen models, including Plaintiff that the Outdoor Kitchen models were in an unreasonably dangerous, defective condition, or otherwise warn of the dangerous defective condition of the Outdoor Kitchen models.

79. Until October 2022, Paradise failed to adequately warn consumers of circumstances that lead to the Outdoor Kitchen models becoming inoperable, combusting, and/or exploding.

80. On October 5, 2021, Plaintiff was using his Paradise Outdoor Kitchen model in an intended or otherwise reasonably foreseeable manner prior to it exploding.

81. On information and belief, the October 5, 2021, explosion of Plaintiff's Grill was the result of a build-up of unignited gas collected around the propane chamber, which was unable to dissipate because of the defective or otherwise unreasonably dangerous ventilation system of the Outdoor Kitchen model.

82. Paradise's failure to warn was a direct and proximate cause and a substantial factor in causing Plaintiff and other members of the Class to suffer injuries.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

COUNT IV – NEGLIGENCE

83. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

84. Paradise owed a duty to Plaintiff and all the members of the Class to use reasonable

care in designing, manufacturing, labeling, and providing adequate warnings regarding its Outdoor Kitchen models, including the propane chamber for said models and all other component parts, in order to ensure that the Outdoor Kitchen models would be free from defects, and could be safely used in in an intended or otherwise reasonably foreseeable manner.

85. When Paradise sold or otherwise placed its Outdoor Kitchen models into the stream of commerce, they were in an unreasonably dangerous condition.

86. In particular, the Paradise Outdoor Kitchen models contain defective ventilation systems around their propane chambers, resulting in a dangerous accumulation of gas, contributing to the deterioration and potential spontaneous combustion of the Outdoor Kitchen models.

87. Paradise knew, or should have known, that the Outdoor Kitchen models created an unreasonably dangerous condition that would create an unreasonable and foreseeable risk of injury to users and consumers, including Plaintiff and th other members of the Class.

88. Paradise breached its duty of reasonable care by:

- a. designing, manufacturing, assembling, and testing its Outdoor Kitchen models in such a defective and negligent manner that they caused the destruction of the product and serious injuries or death to the product's users, despite being used in an intended or otherwise reasonably foreseeable manner; and
- b. failing to warn of the risk of harm to users of the Outdoor Kitchen models.

89. The e defects in the Outdoor Kitchen models actually and proximately caused the damages suffe ed by Plaintiff an the other members of the Class, including being subjected to an unreasonable risk to their safety, damages to property, personal injury, and costs for the repair of their Outdoor Kitchen models.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

COUNT V – BREACH OF EXPRESS WARRANTY (Fla. Stat. § 672.313)

90. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

91. Paradise expressly provided a wholesale warranty to Plaintiff and all other members of the Class who purchased an Outdoor Kitchen model. *See* Wholesale Warranty, **Exhibit G**.

92. In particular, Paradise’s Wholesale Warranty stated:

Exterior Siding

Stucco is warranted to be free from manufacturer defects at the time of delivery and warranted for lifetime against workmanship defects.

93. The exterior siding of the Outdoor Kitchen models sold by Paradise to Plaintiff and the other members of the Class are defective and will not function or perform their intended and represented purpose during their lifetime because they do not contain required ventilation for the models’ respective propane chambers. Consequently, Paradise has breached its express warranty to Plaintiff and all other members of the Class.

94. Paradise’s breach of this express warranty has actually and proximately caused damages to Plaintiff and the other members of the Class.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

COUNT VI – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (Fla. Stat. § 672.314)

95. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

96. Paradise is a “merchant,” as defined under the Florida Uniform Commercial Code (“UCC”). *See* § 672.104(1), Fla. Stat.

97. Paradise’s Grills, Islands, and Outdoor Kitchen models are “goods,” as defined under the UCC. *See* § 672.105(1), Fla. Stat.

98. “[A] warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.” § 672.314(1), Fla. Stat.

99. Paradise implicitly warranted its Outdoor Kitchen models were of merchantable quality, fit, safe, and in a proper condition to be used with reasonable safety.

100. Specifically, Paradise warranted the Outdoor Kitchen models, at a minimum, would pass without objection in the trade; were of fair average quality; were fit for the ordinary purposes for which they were to be used; would run as outdoor kitchens similar in kind, price, and quality; would be adequately contained, packaged, and labeled; and would conform to all affirmations of fact made regarding the quality and performance of the Outdoor Kitchen models.

101. The Outdoor Kitchen models were defective and unreasonably dangerous to users and consumers when manufactured, sold, and inserted into the stream of commerce by Paradise.

102. The Paradise Outdoor Kitchen models were not of merchantable quality and were unfit, unsafe, and unusable for the ordinary purpose for which they were intended.

103. Paradise breached its implied warranty of merchantability by failing to properly design, manufacture, test, and inspect the Outdoor Kitchen models and by delivering models that were unfit for ordinary use.

104. As a direct and proximate result of the aforementioned breach of warranty, Plaintiff and the other members of the Class were injured and are entitled to damages.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

**COUNT VII – BREACH OF IMPLIED WARRANTY OF
FITNESS FOR PARTICULAR PURPOSE (Fla. Stat. § 672.315)**

105. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

106. Paradise is a “merchant,” as defined under the Florida Uniform Commercial Code (“UCC”). *See* § 672.104(1), Fla. Stat.

107. Paradise’s Grills, Islands, and Outdoor Kitchen models are “goods,” as defined under the UCC. *See* § 672.105(1), Fla. Stat.

108. “Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller’s skill or judgment to select or furnish suitable goods, there is . . . an implied warranty that the goods shall be fit for such purpose.” § 672.315, Fla. Stat.

109. At the time Plaintiff and the other members of the Class purchased their Outdoor Kitchen models, Paradise knew or should have known that the models were being purchased for a particular purpose, including, but not limited to, use as a propane grilling station, which would require proper ventilation.

110. At the time Plaintiff and the other members of the Class purchased their Outdoor Kitchen models, Paradise knew or should have known that Plaintiff and the other members of the Class were relying on Paradise’s skill and judgment to select, furnish, provide, deliver, and install Outdoor Kitchen models that were fit to be used for a particular purpose, including, but not limited to, use as a propane grilling station, which would require proper ventilation.

111. Paradise impliedly warranted that the Outdoor Kitchen models were reasonably fit for the intended use of Plaintiff and the other members of the Class.

112. Plaintiff and the other members of the Class relied on the skill, representations, and judgment of Paradise to select, furnish, provide, deliver, and install a model fit for its intended use.

113. At the time Plaintiff and the other members of the Class purchased their Outdoor Kitchen models, defects existed in the models that were not discoverable by simple observation at

the time of delivery and installation.

114. As a result of these defects, the Paradise Outdoor Kitchen models were not fit for their intended purpose.

115. Thus, Paradise breached its implied warranty of fitness for a particular purpose by selecting, furnishing, providing, delivering, and installing Outdoor Kitchen models that were not fit for their intended purpose.

116. As a direct and proximate result of the aforementioned breach of warranty, Plaintiff and the other members of the Class were injured and are entitled to damages.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and all other relief that the Court deems just and proper.

**COUNT VIII – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT (Fla. Stat. § 501.201 et seq.)**

117. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

118. This is an action for actual damages and injunctive or declaratory relief pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

119. The purpose of the Act is to “protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” § 501.202(2), Fla. Stat.

120. Plaintiff and the other members of the Class are “consumers” under FDUTPA. *See* § 501.203(7), Fla. Stat.

121. At all times pertinent to the bringing of this action, Paradise was engaged in “trade or commerce,” as defined by FDUTPA. *See* § 501.203(8), Fla. Stat.

122. FDUTPA imposes a duty on Paradise to refrain from engaging in “[u]nfair methods

of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” § 501.204(1), Fla. Stat.

123. At the time Plaintiff and the other members of the Class purchased their Outdoor Kitchen models, defects existed in the models that were not discoverable by simple observation at the time of delivery and installation, including a defective ventilation and propane ignition system.

124. The e defects in the Outdoor Kitchen models are material and affe t a consumer’s purchase, maintenance, and repair decisions regarding the Outdoor Kitchen models.

125. The e defects result in the grills malfunctioning, becoming inoperable, combusting and/or exploding. Additionally, these malfunctions can occur with little to no warning, subjecting users and consumers of the Paradise Outdoor Kitchen models to unreasonable risk of harm to both their persons and property.

126. Because such defects were latent and Paradise failed to disclose them, Plaintiff and other members of the Class had no reasonable way to avoid their damages.

127. Despite being aware of these dangerous defects, Paradise continues to manufacture, advertise, sell, distribute, or otherwise insert into the stream of commerce Outdoor Kitchen models that are unfit for their intended purposes and pose an unreasonable and foreseeable risk of harm to any users of consumers of the same.

128. By engaging in the conduct described above, Paradise has caused Plaintiff and the other members of the Class to suffer damages in that:

- a. Plaintiff and the other members of the Class paid premium prices for defective products.
- b. Plaintiff and the other members of the Class paid more for the Paradise Outdoor Kitchen models than they would have had they been warned or advised about the defects affecting he models.
- c. Plaintiff and the other members of the Class paid for a product they would not

have purchased had they been warned or advised about the defects affecting the Paradise Outdoor Kitchen models.

- d. The value of the Paradise Outdoor Kitchen models purchased by Plaintiff and the other members of the Class has been reduced.
- e. Plaintiff and other members of the Class have been subjected to an unreasonable risk to their safety.

129. Paradise has engaged in representations, practices, acts, and/or omissions that are material, and likely to mislead consumers acting reasonably under the circumstances. The efore, Paradise has engaged in deceptive acts or practices in violation of FDUTPA.

130. Paradise has committed acts or practices in the conduct of its trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous, or substantially injurious to consumers. Paradise has committed acts or practices that have caused, or are likely to cause, consumer injury, which is substantial, not outweighed by any countervailing benefit to consumers or competition the practice produces, and an injury that consumers themselves could not reasonably have avoided. Thu , Paradise has engaged in unfair acts or practices in violation of FDUTPA.

131. As a result of these unfair and deceptive acts, Paradise has caused Plaintiff and all other members of the Class to suffer damages.

132. Moreover, Plaintiff and the other members of the Class are entitled to injunctive or declaratory relief. *See* § 501.207, Fla. Stat.

133. “In any civil litigation resulting from an act or practice involving a violation of [FDUTPA], . . . the prevailing party, after judgment in the trial court and exhaustion of all appeals, if any, may receive his or her reasonable attorney’s fees and costs from the nonprevailing party.” § 501.2105(1), Fla. Stat.

WHEREFORE, Plaintiff Howard Summerlin, individually and on behalf of others similarly

situated, demands judgment against Paradise Grilling Systems, Inc. for damages, in an amount to be determined at trial, costs, interest, and reasonable attorneys' fees, and all other relief that the Court deems just and proper.

COUNT IX – INJUNCTIVE RELIEF

134. Plaintiff incorporates and realleges paragraphs 1 to 55 as if fully set forth herein.

135. Plaintiff and the public at large will suffer irreparable harm if Paradise is not ordered to properly repair all the defective Outdoor Kitchen models immediately and to cease and desist from marketing, advertising, and selling the defective Outdoor Kitchen models.

136. Paradise is under a continuing duty to inform their customers of the nature and existence of potential defects in the Outdoor Kitchen models it designs, manufactures, and sells.

137. Plaintiff demands that, to prevent future damages because of the defective Outdoor Kitchen models, Paradise recall all defective models.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Howard Summerlin, on behalf of himself and the above-defined Class, requests the entry of an Order in his favor and against Paradise Grilling Systems, Inc.:

- a. certifying this case as a class action;
- b. appointing Plaintiff as class representative;
- c. appointing the undersigned attorneys as class counsel;
- d. enjoining Defendant from additional deceptive marketing, advertising, and sales practices with respect to the defective Outdoor Kitchen models;
- e. ordering Defendant to repair and replace the defective Outdoor Kitchen models;
- f. ordering Defendant to recall all defective Outdoor Kitchen models;
- g. awarding damages in favor of the Class;
- h. awarding attorney's fees pursuant to Fla. Stat. § 501.2105;

- i. awarding court costs, as well as reasonable litigation and class-related costs;
- j. awarding pre-judgment and post-judgment interest, as provided by law; and
- k. awarding such other and further relief that this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff demands trial by jury of all issues so triable.

Dated: January 20, 2023

Respectfully submitted,

By: /s/Cam F. Justice
Cam F. Justice, Esq.
Florida Bar No. 119105
cjustice@justiceinjurylawyer.com
JUSTICE LAW
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Counsel for Plaintiff

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P: (305) 570-2208
Co-counsel for Plaintiff

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lharke@harkepa.com
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Miami, FL 33138
P: (305) 502-8273
Co-counsel for Plaintiff



(<https://paradisegrillsdirect.com>)

EXHIBIT A

PROFESSIONAL GRILLS

LUXURY STRENGTH AND EXCELLENCE DEFINED

EXPERIENCE THE BEST

PARADISE PROFESSIONAL GRILLS ARE DESIGNED TO PROVIDE A LUXURIOUS GRILLING EXPERIENCE. WHETHER YOU'RE GRILLING WITH GAS, ELECTRIC, WOOD, OR CHARCOAL, THE STRENGTH AND CRAFTSMANSHIP OF A PARADISE GRILL ARE SECOND TO NONE. EXPLORE OUR PROFESSIONAL GRILL MODELS BELOW TO DISCOVER YOUR PERSONALIZED PARADISE EXPERIENCE.



FLEXBUILD

PARADISE GS-32 PREMIUM

[Learn More](#)



FLEXBUILD

PARADISE GSL-32 PROFESSIONAL

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FLEXBUILD

PARADISE HSL-32 HIBACHI GRIDDLE STATION

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FLEXBULL

PARADISE GS-32 PREMIUM
FREESTANDING GRILL

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FLEXBULL

PARADISE GSL-32 PROFESSIONAL
FREESTANDING GRILL

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FLEXBULL

PARADISE HSL-32 HIBACHI
GRIDDLE STATION FREESTANDING GRILL

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FLEXBULL

PARADISE ESL-24
ELECTRIC GRILL

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(/paradise-

grills-single-side-burner)

FLEXBULL

PARADISE ESL-24 ELECTRIC GRILL
WITH PEDESTAL

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(/paradise-

grills-gsl-double-side-burner-2)

FLEXBULL

PARADISE GS
PREMIUM BURNER

[Learn More \(/Paradise-Grills-Single-Side-Burner\)](#)

FLEXBULL

PARADISE GSL PROFESSIONAL
DOUBLE SIDE BURNER

[Learn More \(/Paradise-Grills-Gsl-Double-Side-Burner-2\)](#)





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Learn more about Paradise Grills outdoor kitchen collection and special offers

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Islands[™] Of PARADISE

GRILL ISLANDS AND ISLAND BARS



FLEXBUILD
SELECT YOUR GRILL ISLAND

+



FLEXBUILD
SELECT YOUR ISLAND BAR

=



**PARADISE
GRILLS**
BUILT YOUR WAY!

GRILL ISLANDS

CLICK TO VIEW IN 3D



GX-3



GX-4



GX-5



GX-6



GX-7



GX-8



GX-9



GX-10



ISLAND BARS

CLICK TO VIEW IN 3D



ARUBA 6



ARUBA 8



ST. CROIX 8



ST. CROIX 9



ST. THOMAS 7



ST. THOMAS 9



ST. TROPEZ



MAUI 10



MAUI 12



MAUI 14



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EXHIBIT C

Paradise GX-3



Paradise GX-4



Paradise GX-5



Paradise GX-6



Paradise GX-7



Paradise GX-8



Paradise GX-9



Paradise GX-10



Paradise GX-12



Paradise GX-14



Aruba-6



Aruba-8



St. Croix 8



St. Croix 9



St. Thomas 7



St. Thomas 9



Maui 10



Maui 12



Maui 14



PARADISE TAHITI TIKI HUT





OUR GOAL IS 100% CUSTOMER SATISFACTION!

EXHIBIT D

2222 Diversified Way
Orlando, FL 32804
800-604-2023 (phone) 888-242-1699 (fax)
www.myparadisegrill.com

SALES AGREEMENT

CUSTOMER: LAST: Summerlin FIRST: Howard
 BILLING ADDRESS: 5311 SW 186th Ave CITY: Southwest Ranches STATE: FL ZIP: 33332
 DELIVERY ADDRESS: Same as above CITY: _____ STATE: _____ ZIP: _____
 PHONE: (954) 434-1080 CELL: (305) 206-6001 EMAIL: joesummerlin@gmail.com

CIRCLE ISLAND ORIENTATION: STANDARD (AS SEEN ON WEBSITE) REVERSE (OPPOSITE OF WEBSITE) CUSTOMER INITIAL: [Signature]

ISLAND TYPE: CANCUN 6' ARUBA 6'4" ARUBA XL 8' FIJI 8' ISLANDER 8' ST CROIX TROPICANA 7'4" X 8'6" TAHITI 9' X 8'4"
 FIELD TILE: TAXIS TOLDEO MULTI EARTH TRAVERTINE VENETIAN GOLD BALTIC GALAXY BLACK
 ACCENT TILE: EARTH MULTI VENETIAN GOLD BALTIC GALAXY BLACK
 TEXTURE: STUCCO AMERISTONE
 FIRE FEATURES: FIREPIT SQUARE FIREPIT RECTANGULAR FIREPLACE (GAS LOGS LP / NG)
 FIELD TILE: TAXIS TOLDEO MULTI EARTH TRAVERTINE VENETIAN GOLD BALTIC GALAXY BLACK
 ACCENT TILE: EARTH MULTI VENETIAN GOLD BALTIC GALAXY BLACK
 TEXTURE: STUCCO AMERISTONE

NEW BUILD FLOOR MODEL "AS IS"

APPLIANCE OPTIONS: GS - 32" PRE LP / NG GSL-32" PRO LP / NG GRILL COVER SEAR STATION SMOKER BOX ROTISSERIE
 UMBRELLA ELEC OUTLET DOOR UNDER COUNTER LIGHTS SINK FRIDGE SINGLE SIDE BURNER GSL PRO DEL SIDE BURNER
 DOUBLE DRAWER TRASH DRAWER CD STEREO W/SPKRS 39" LED TV/DVD W/SPEAKERS DUAL SHELF W/LIGHTS
 3 POLE TIKI UMBRELLA PACKAGE - LIGHTS/CANVAS/THATCH 4 ^{FREE} RATTAN BAR STOOL(S)

NOTES:

ADD 2nd access door! \$179

I UNDERSTAND THE REQUESTED DELIVERY TIMEFRAME IS SUBJECT TO APPROVAL AND PRODUCT AVAILABILITY. GENERAL DELIVERY TIME IS 3-4 WEEKS IN THE STATE OF FLORIDA AND 5-6 WEEKS FOR OUT OF STATE DELIVERIES. ANY DELAYS IN DELIVERY BY THE CUSTOMER MAY RESULT IN AN ADDITIONAL 2-4 WEEK RESCHEDULING TIME DUE TO DELIVERY COMPANY AVAILABILITY. A RE-DELIVERY FEE WILL BE ASSESSED ON ANY DELIVERY ATTEMPT WHERE THE CUSTOMER IS NOT PRESENT TO RECEIVE THE PRODUCT.

REQUESTED DELIVERY TIMEFRAME (CIRCLE ONE):

3-4 WEEKS 4-5 WEEKS 5-6 WEEKS MONTH OF December DIRECT DELIVERY FROM SHOW

***NO SPECIFIC DATES FOR DELIVERY. DELIVERY AVAILABILITY IS MONDAY THROUGH FRIDAY (NO WEEKENDS). ALL SCHEDULING WILL BE DONE VIA EMAIL FROM OUR MAIN OFFICE. ALTHOUGH YOU HAVE A REQUESTED TIMEFRAME, IT WILL STILL BE SUBJECT TO OUR 3-4 WEEK AVERAGE LEAD TIME**

ALL SALES ARE FINAL! DOWN PAYMENTS ARE NON-REFUNDABLE. I UNDERSTAND THAT I WILL NOT RECEIVE ANY ITEMS, MODEL CHANGES, OPTIONS, OR ACCESSORIES NOT LISTED ON THIS SALES AGREEMENT. I FURTHER UNDERSTAND THAT VERBAL AGREEMENTS WITH ANY COMPANY REPRESENTATIVE OF PARADISE GRILLING SYSTEMS, INC. WILL NOT BE HONORED. THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. ANY DISPUTE SHALL BE RESOLVED UNDER FLORIDA LAW.

BUYER PRINT: Howard Summerlin SUBTOTAL: \$ 11,233 -
 BUYER SIGNATURE: [Signature] SALES TAX 6 % TAX: \$ 673.98
 SALES REP: John D Baylo / John Ripoll FREIGHT: \$ 300 -
 DATE: 11/8/15 TOTAL: \$ 12,206.98
 PAYMENT OPTIONS: PAYMENT IN FULL INITIAL: _____ DEPOSIT: \$ 6,103.99
 DEPOSIT PAID, BALANCE PAID AT TIME OF SCHEDULING DELIVERY INITIAL: [Signature]
 PAYMENT METHOD: VISA/MC/AMEX CASH CHECK BALANCE DUE: \$ 6,103.99

RECEIVED: ALL ITEMS HAVE BEEN RECEIVED AND INSPECTED TO BE IN GOOD CONDITION. I UNDERSTAND THAT I WILL NOT RECEIVE ANY ITEMS, MODEL CHANGES, OPTIONS, OR ACCESSORIES NOT LISTED ON THIS DELIVERY ORDER. MAJOR TILE CRACKS OR BREAKS, GROUT, AND/OR STUCCO WILL ONLY BE REPAIRED AT TIME OF INITIAL DELIVERY. I UNDERSTAND THAT VERBAL AGREEMENTS WITH ANY COMPANY REPRESENTATIVE OF PARADISE GRILLING SYSTEMS, INC. OR CONTRACTED DELIVERY COMPANY WILL NOT BE HONORED.

BUYER PRINT: _____ BUYER SIGNATURE: _____ DATE: _____ Version 1.1



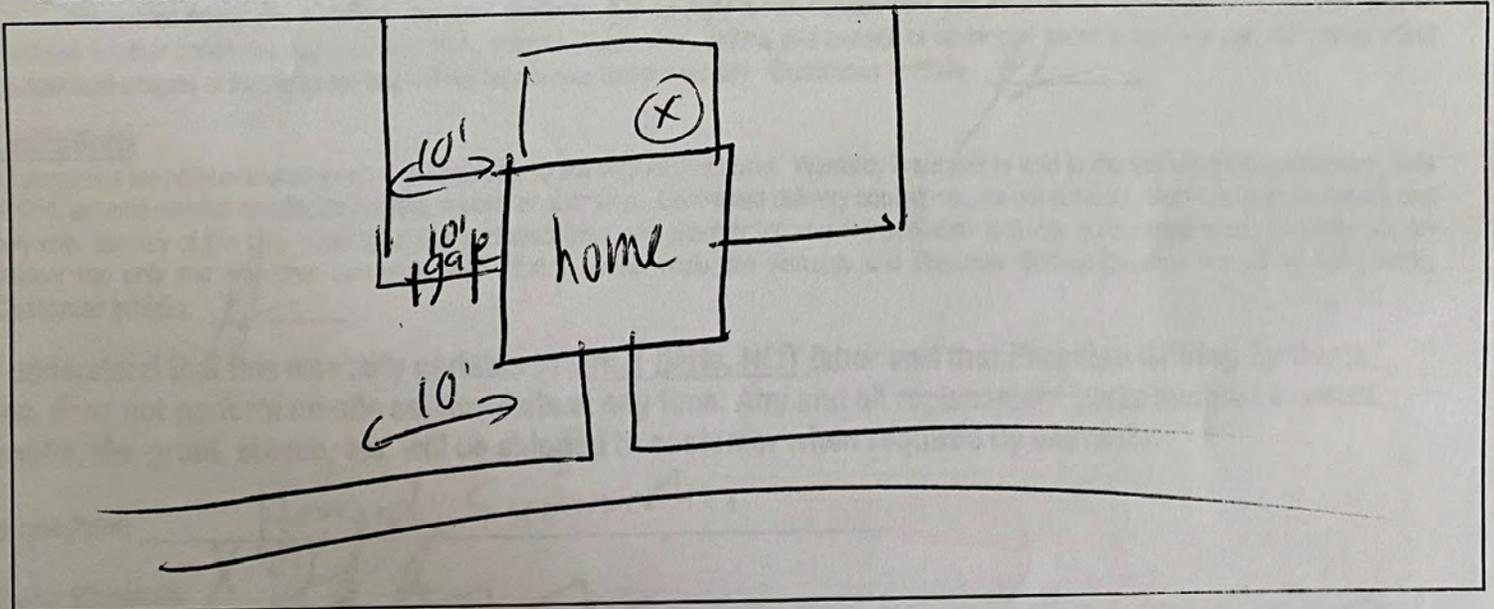
DELIVERY DRAWING

INITIALS: [Signature]
INITIALS: [Signature]

- ◆ MEASUREMENTS (WIDTH) FROM STREET TO GATE: 10'
(ACCESS FROM STREET TO FINAL LOCATION INCLUDING GATE, AC UNITS, ETC. MUST BE A MINIMUM OF 45" WIDE)
- ◆ MEASUREMENT OF GATE OPENING: 10'
(IF GATE OPENING IS LESS THAN 45" WIDE, CUSTOMER IS RESPONSIBLE FOR REMOVING FENCE SECTION PRIOR TO COMPANY ARRIVAL)
- ◆ MEASUREMENT (WIDTH) OF PATHWAY FROM GATE TO FINAL PLACEMENT OF UNIT: 10'
(MEASUREMENT MUST BE FREE OF ANY OBSTRUCTIONS - AC UNITS, BUSHES, SHRUBS, TREES, DEBRIS, SHEDS, POOLS, ETC.)
- ◆ OVERHEAD CLEARANCE FROM DRIVEWAY TO FINAL PLACEMENT OF UNIT: sky
(TROPICANA MODEL - MINIMUM OF 9'6" HIGH FROM STREET TO FINAL LOCATION)
- ◆ ARE THERE ANY STEPS? Y N ◆ NUMBER OF STEPS (MAXIMUM OF 2 STEPS FOR DELIVERY): N/A
(DELIVERY CREW WILL NOT DELIVER UNIT UP OR DOWN STAIRWAYS, RAISED DECKS OR UP/DOWN HILLS).
- ◆ DESIGNATED AREA FOR THE UNIT SHOULD BE PRE-DETERMINED AND READY PRIOR TO DELIVERY.
- ◆ ALL DEBRIS OR EQUIPMENT BLOCKING ACCESS TO SET UP LOCATION MUST BE REMOVED.
- ◆ DELIVERY COMPANY WILL PUT OUTDOOR KITCHEN AT DESIGNATED AREA AND PLACE APPLIANCES IN UNIT. SIDE BURNER HOSES ARE NOT INCLUDED. FIREPIT REQUIRES TWO GAS/LP HOSES AND CONNECTORS NOT INCLUDED.
- ◆ DELIVERY COMPANY IS NOT LICENSED AND WILL NOT PERFORM ELECTRICAL, WATER, GAS/PROPANE HOOK-UPS.
- ◆ TILE, SLATE AND GRANITE WILL VARY IN COLOR, TEXTURE AND SHAPE. SLATE WILL BE UNEVEN AS IT IS A NATURAL STONE.

PARADISE GRILLING SYSTEMS CONTRACTS AN INDEPENDENT DELIVERY COMPANY TO PERFORM ALL DELIVERIES. DELIVERY COMPANY MUST HAVE ADEQUATE ACCESS TO PERFORM THE DELIVERY. IF THERE IS NOT ADEQUATE ACCESS, DELIVERY WILL BE RESCHEDULED FOR A LATER DATE AND A RE-DELIVERY FEE WILL BE ASSESSED.

PLEASE DRAW A SKETCH BELOW, INCLUDING MINIMUM ACCESS MEASUREMENTS LISTED ABOVE FOR DELIVERY COMPANY.



I HEREBY ACKNOWLEDGE THE ABOVE DRAWING AND ACCESS MEASUREMENTS ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. IN ADDITION, I AGREE TO EMAIL THE FOUR (4) REQUIRED PHOTOGRAPHS OF THE ACCESS FROM THE STREET TO THE FINAL PLACEMENT OF THE OUTDOOR KITCHEN PER THE ATTACHED "DELIVERY PHOTOGRAPH INSTRUCTIONS" FORM PRIOR TO RECEIVING A SCHEDULED DELIVERY DATE.

BUYER PRINT: Howard Summerlin
BUYER SIGNATURE: [Signature]

DATE: 11/8/15

PARADISE GRILLING SYSTEMS INSTALLATION & MAINTENANCE MANUAL

Model PV-32 Propane/KG, Model PV-32 Propane
KG and Model PV-B2 Propane/KG



DANGER – IF YOU SMELL GAS:

- 1 – Shut off the gas supply to the appliance at its source
- 2 – Extinguish any open flames
- 3 – Open grill hood to release any accumulation of gas vapor
- 4 – If a gas odor persists, keep away from your appliance and contact your gas supplier or fire department immediately.

WARNING

- 1 – Do not store or use gasoline or other flammable liquids or vapor in the vicinity of this or any other appliance
- 2 – An LP cylinder not connected for use shall not be stored in the vicinity of this or any other appliances.

ATTENTION INSTALLER:

PLEASE READ THIS MANUAL CAREFULLY BEFORE INSTALLATION.

ATTENTION CONSUMER:

PLEASE READ THIS MANUAL CAREFULLY BEFORE USE.

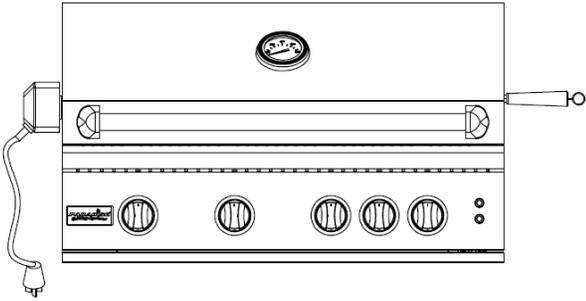
- CONTACT INFORMATION -

2222 Diversified Way
Orlando, FL 32824
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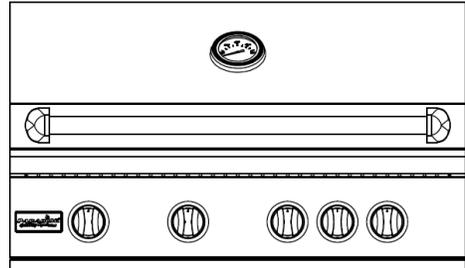
THIS MANUAL APPLIES TO THE FOLLOWING:

Model: GSL-32N/P PROFESSIONAL GRILL



BBQ Dimensions	30 3/8 x 8 x 21"
BTU Output	12,000 BTU per Burner x4
Infrared Back Burner	10,000 BTU x1
Ignition	Piezo Ignition System
Cooking Area	740sq. in. (including warming area)
Drip tray	Stainless Steel
Flame Tamer	Stainless Steel w/ Ceramic Briquettes Included
Grill Cover	Optional
Rotisserie Kit (Motor Spit & Forks)	Optional
Burner	Stainless Steel Tube
Igniting Instruction	On Drip Tray
Warranty	Limited Lifetime Warranty on stainless steel construction, 5 yrs. On burners, briquettes and grates, 1 yr. on all other
Gas Type	Available in LP and NG

Model:GS-32N/P PREMIUM GRILL



BBQ Dimensions	30 3/8 x 8 x 21"
BTU Output	12,000 BTU per Burner x4
Infrared Back Burner	10,000 BTU x1
Ignition	Piezo Ignition System
Cooking Area	740sq. in. (including warming area)
Drip tray	Stainless Steel
Flame Tamer	Stainless Steel w/ Ceramic Briquettes Included
Grill Cover	Optional
Rotisserie Kit (Motor Spit & Forks)	Optional
Burner	Stainless Steel Tube
Igniting Instruction	On Drip Tray
Warranty	5 yrs. on stainless steel construction, 2 yrs. On burners, briquettes and grates, 1 yr. on all other
Gas Type	Available in LP and NG

THIS MANUAL APPLIES TO THE FOLLOWING:

Model GYw-VB2GKPG!OUBwEG! EBUÖKEÖ	
" " # \$ ime%i! %	& (' X ' * +,- X -.
T! /al " TY O0/p0/	' 12*** " TY
G0m3er ! 4" 0r%ers	& 2*** " TY) '
Ori4 e Ö5e mm K	&*+mm
Ori4 e Ö5e mm G6	&7mm
\$ rip /ray	Öai%less Öeel
" 0r%er	A10mi%0m & " rass
v%&i%g v%&r0 /i! %	ie5! v%&i! %Öys/em
Warra%y	Kimi/ed Ki4e/ime Warra%y ! %s/ai%less s/eel ! %&r0 /i! %2+ yrs. ! %30r%ers a%& &yr. ! %all ! /9er par/s.
6 as Type	A: aila3le i%K a%& G6

Safety and Installation Instructions

⚠ WARNING

To reduce the risk of fire, electric shock, or injury, read and follow these basic precautions before operating your gas grill or side burners.

When using your grill, please read and follow these basic precautions:

Installation

This gas grill must be installed in accordance with all local codes.

If installation is planned in an area with no local codes, the gas grill must be installed in accordance with the National Fuel Gas Code ANSI Z223.1 and storage and handling of liquefied petroleum gases, ANSI GF-A 58 or CSA B149.1 natural gas and propane installation code.

California Proposition 65

The burning of gas cooking fuel generates some byproducts which are on the list of substances which are known by the State of California to cause cancer or reproductive harm. California law requires businesses to warn consumers of potential exposure to such substances. To minimize exposure to these substances, always operate the unit according to the use and care manual, ensuring you provide good ventilation when cooking.

, **WARNING** Improper installation, adjustment, servicing or maintenance can cause property damage. Read the installation, operation and maintenance instructions before installing or servicing equipment.

WARNING



EXPLOSION HAZARD

Do not use the grill as storage area for flammable materials. Keep area clear and free from combustible materials, gasoline, and other flammable vapors and liquids. Failure to do so can result in death, explosion, or fire.

Safety and Installation Instructions

Location of your Barbecue

Most importantly, this is a portable appliance. Your barbecue is placed safely away from anything that can catch fire.

Under no circumstances is this barbecue to be used indoors. This includes garages and any other enclosed area.

Clearance from Combustibles: Your barbecue remains at a distance of at least 4 feet from any combustible material such as wood, paper and plants. Do not store combustible materials, gas lines or flammable liquids nearby with your barbecue.

Adequate Ventilation: Your barbecue is adequate ventilation for use with a propane cylinder. This is required to help prevent most accidents. Prevent gas buildup.

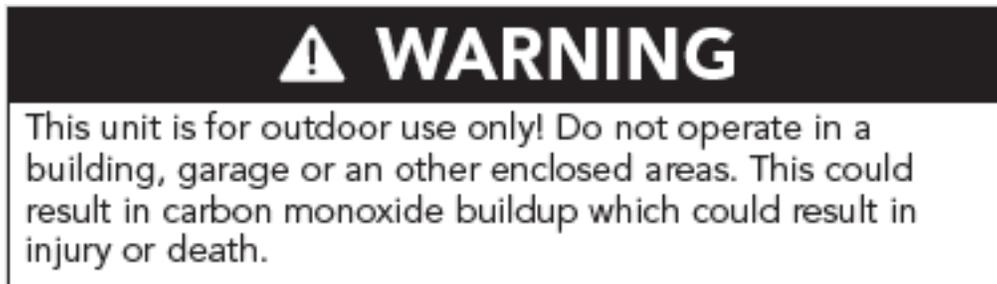
Firm Level Surface: Use your barbecue only on a firm level surface. This barbecue is not designed for recreational vehicles and should not be installed on a boat or marine craft.

Protection from Weather: Keep your barbecue protected from adverse weather conditions, rain and high winds. Only covers are available that have been specially designed for this range of barbecues.

All with clear access to the entire gas supply line and regulator.

Maintenance Access: When your barbecue is installed, you should be able to access the gas supply line including the gas piping, regulator, gas cylinder and any other accessories.

Partial Enclosures: Many backyards have areas that are partially enclosed. Always as a precaution, please read the instructions to decide whether these partially enclosed areas should be classified as indoor areas, particularly in terms of permanent ventilation. The gas safety authorities have agreed on the definition of a partial enclosure. See the instructions for more information.



Safety and Installation Warnings

Please read all instructions before installation and operation of your gas grill to prevent injury and appliance damage.

All gas grills will get hot during use. Use extreme caution when operating the grill. Do not touch hot surfaces. Always use the handles to move the grill. Do not touch the grill when it is hot.

Close supervision is necessary when the grill is used near children. Keep children away from the grill during operation and while the grill is still hot.

Do not use any K¹ cylinder or tank with the grill, in the area of the grill or anywhere else. Never use an K¹ cylinder or tank with the grill in the reach of children.

Deep any electrical supply cord and fuel supply hose away from any heated surfaces and dripping grease.

So always twist the gas supply hose.

Before each use visually inspect the gas supply hose for cracks, cuts or excessive wear. Replace the hose if necessary.

Before using the grill for gas leakage use a lit match or a lighter to check for flame. See leakage procedures using soap/water solution - included in the following pages of this manual.

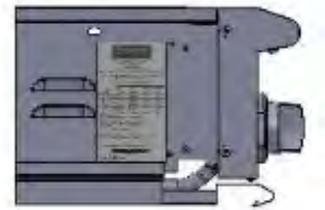
The use of accessories, regulators, or components are recommended by the manufacturer. Improper use may cause injury and will void warranty.

Before lighting the grill with the gas control knob closed and be sure the burners are positioned and sealed over the gas valves and the burner support.

Before leaning over the cooking surface when lighting or operating the grill.

Use barbecue tongs with wide handles and insulated overalls when operating the grill.

Gas connections; Before using the gas supplied to the grill, always check the model you purchased. A natural gas grill requires a natural gas orifice. A propane grill requires a smaller propane gas orifice.



Check the rating label on the left hand side of the unit.

***RATING PLATE LOCATION**

Never connect the appliance to an unregulated gas supply line. Grills operated with a regulator are safe and will not be serviced until installed properly and safely. Unsafe operation with a gas regulator will void warranty of the grill.

Grills operated with natural gas must be installed with the natural gas regulator supplied with the unit and set to 4.0" water column pressure.

Grills operated with propane gas must be installed with an LP regulator supplied

wit9 /9e 0%t a%l set /! &&" water ! lum%press0re.

T9e gas : al: es 0sed i%/9e grills are preset at /9e 4a /! ry 4! r Natural Gas ! r Kiq0id Pr! pa%e ! peratio% Please ! %tact y! Or dealer and Ose a lice%sed ! %ractor ! r i%staller /! ! %ert y! Or grill /! a di4ferent gas type.

T9e sel4A! %tai%ed K⁻ system 3ar3e>0e grill is desig%certi4ied /! 3e 0sed with a standard ' * 132 & &1" diameter2& " 9ig9 cylinder wit9 rig9t 9anded ! %eectio%/9reads and /9is is /9e maxim0m size K⁻ ta%@ /! 3e 0sed. T9e cylinder m0st 3e mar@d in accorda%ce with /9e latest U.Ö. Department ! 4Transp! rtatio% speci4icatio% 4! r K⁻ gas cyli%ders. DOT. CFR1? ! r Nati! %al Sta%dlards O4Ca%ada CAN/CSA-" =+? Cyli%ders2Sp9eres and T03es 4! r /9e Transp! rtati! %! 4Danger! 0s 6! ! dsFa Pr! pa%e Tan@with an ODP F O: er4ill Pre: enti! %De: ice) m0st 3e 0sed at all times.

Natural Gas Requirements

Always 9eck /9e Rating Plate /! make s0re /9e gas s0pply y! 0 are 9! ! @%g 0p /! is /9e gas type /9e grill is man04ctured 4! r.

IMPORTANT: Never connect the grill to an unregulated gas supply.

T9e installatio%! 4/9is appliance m0st ! %4! rm wi/9 ! cal ! des ! r in /9e a3sence ! 4local ! des2/! /9e %atio%al 40el gas ! de, ANSI <' ' =.&a-&?-. %stallatio%in Canada m0st 3e i%accordance wit9 /9e standard CAN/CGA-" &1?.' 2Pr! pa%e %stallati! %C! de.

A lice%sed ! %ractor! r ! r local gas ! mpany repre%tative m0st per4! rm all %atural gas ! %eecti! %.

%0re /9at /9e ser: ice s0pplying /9e grill is 4itted wit9 a s90t ! 44: alve ! %enie%tly p! siti! %ed %ear /9e grill a%l giving ease ! 4access.

T9e grill m0st 3e is! lated 4! m /9e gas s0pply pipi%g system 3y closing its i%divid0al man0al s90/! 44: al: e d0ring a%y press0re testing ! 4/9e gas s0pply piping system at test press0res eq0al /! ! r less /9an *.+ psi E+.+ @Pa).

T9e grill a%l its i%di: id0al s90/! 44: al: e m0st 3e dis ! %eected 4! m /9e gas s0pply pipi%g system d0ring a%y press0re tes/ing ! 4/9at system at test press0re in e) cess ! 4*.+ psi E+.+ @Pa).

Connection

Slide the grill forward to gain access to the regulator and gas connection in the rear. Connect a suitable natural gas flexible connection to the grill regulator.

Check the grill controls to ensure all control valves are in the full OFF position.

Turn on the main gas supply and check all connections for leaks using soapy water as described in the leaking procedure section.

Warning: If you see bubbles in the soapy solution at any of the connections, turn off the gas supply and tighten the connection. If tightening the connection does not seal the leak, it may be necessary to replace the flex hose.

SAFETY !	BEWARE OF SPIDERS	
CAUTION: BURNER TUBES MUST BE INSPECTED AND CLEANED BEFORE FIRST USE.		
Spiders and small insects occasionally spin webs or make nests in the burner tubes during warehousing and transit. These webs can lead to a gas flow obstruction, which could result in a fire in and around the burner tubes. This type of fire is known as "FLASH-BACK" and can cause serious damage to your grill and create an unsafe operating condition for the user. Although an obstructed burner tube is not the only cause of "FLASH BACK" it is the most common cause, and frequent inspection and cleaning of the burner tubes is necessary.		

Checking for Gas Leaks

Perform a leak test at least once a year whenever the gas supply cylinder has been disconnected or replaced. Additionally, whenever the gas cylinder is connected to the regulator or whenever any part of the gas system is disconnected or replaced, perform a leak test.

As a safety precaution, always leak test your grill in a well-ventilated area. Get rid of any smoke or particles of ignition in the area while doing a leak test. Do not use a flame, such as a lit match, to test for leaks. Use a solution of soapy water.

Prepare a leak test solution by mixing a spray bottle of one part liquid soap to one part water.

Make sure all the control valves are in the OFF

position. Turn off the gas

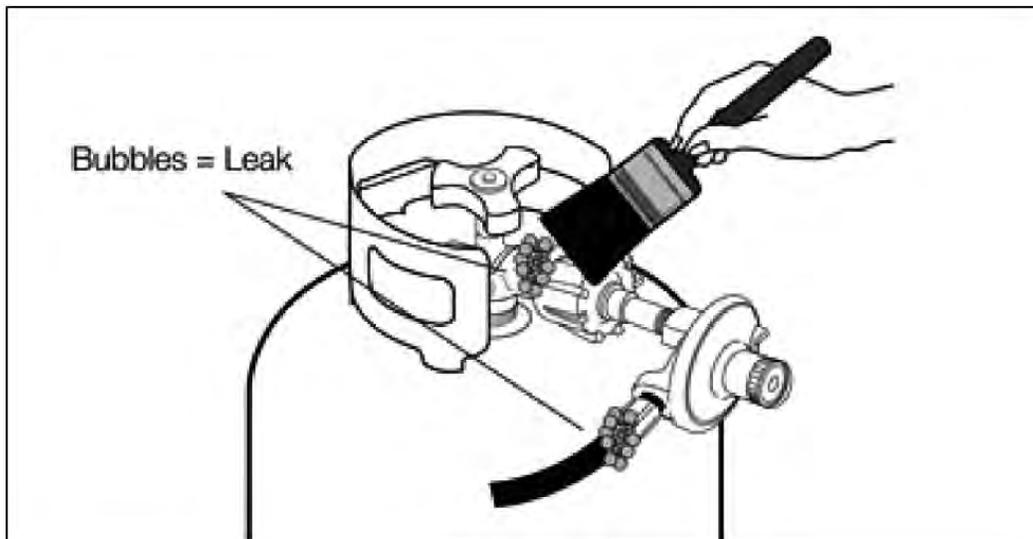
to the main feed valve of the grill.

On LP systems, turn the cylinder valve knob counter clockwise one turn to open.

Apply the leak-detecting solution by spraying it on the gas delivery system.
 Blowing bubbles in the system will help identify a leak.
 Stop a leak by tightening the nut or by replacing the faulty part with a replacement part recommended by the manufacturer. Do not attempt to repair the cylinder valve if it is damaged.
 The cylinder must be disconnected to a proper tank location and replaced.

If you are unable to stop a leak or if all knobs are in the OFF position for 90 seconds, stop the gas supply to the grill and release pressure in the system and manifold by pushing in and turning any of the control valves to the "off" position. Advise the gas service technician.
 On K systems, remove the cylinder from the grill.

Call an authorized gas appliance service technician or an LP gas dealer. Do not use the appliance until the leak is corrected.



Liquid Propane (LP) Gas Requirements

LP TANK REQUIREMENTS:

Always use the correct type of cylinder for the appliance. Always use the correct type of gas.

Filling and Refilling LP Gas Cylinders:

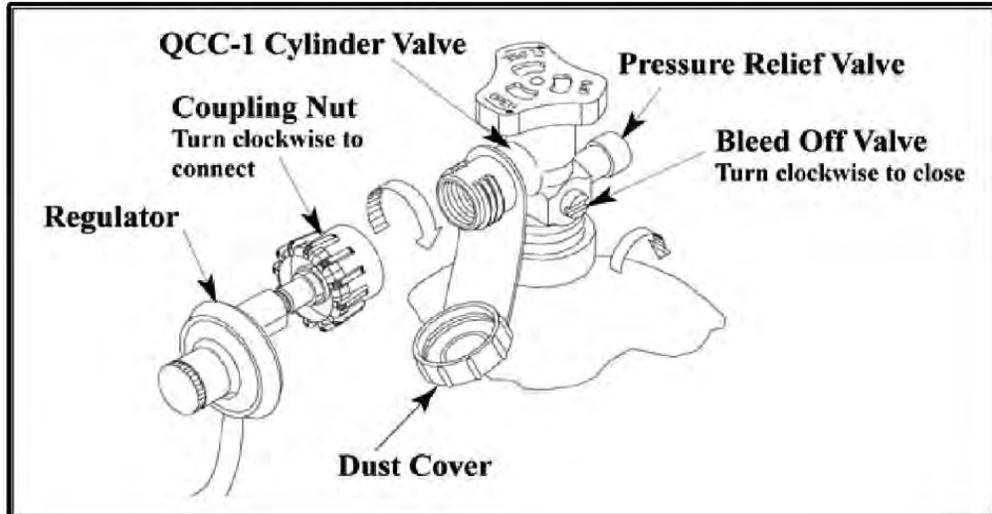
WARNING

All purging and refilling of LP gas cylinders must be performed by qualified personnel in the LP gas industry. Never store a spare LP gas cylinder under or near this appliance. Never fill the LP gas cylinder beyond 80 percent full. Failure to follow these instructions may result in explosion, personal injury or death.

Always use the correct type of gas.

Transporting and Storing LP Gas

Transport only one cylinder at a time. Ensure the cylinder is secured in an upright position with the control valve turned off and the dust cap in place. Store cylinders outdoors and out of reach of children. Do not store cylinders in a building, garage, or any other enclosed area.

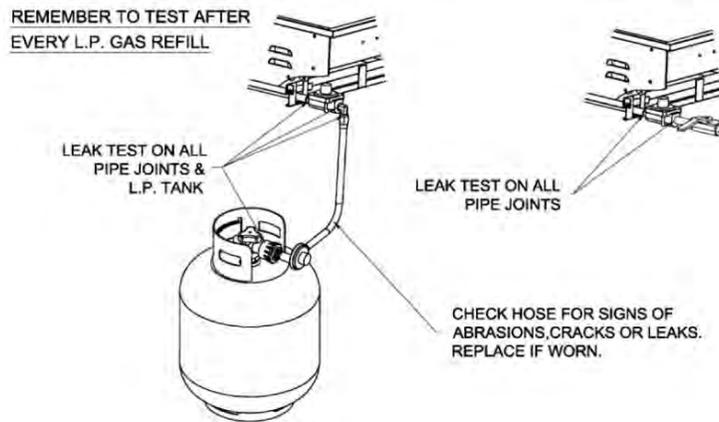


Leak Testing

All gas piping and appliances must be tested for leaks after installation or service. All leaks must be repaired immediately. Remember, a full empty cylinder is a new maximum ensure all fittings and valves are in the "OFF" position.

Open the valve (shut-off or 'ON' LP tank). Test for leaks by applying liquid soap solution to all joints. Bubbles forming indicate gas leak.

NEVER USE AN OPEN FLAME TO CHECK FOR LEAKS.



FOR YOUR SAFETY

1. Do not store or use gasoline or other flammable vapors and liquids in the vicinity of this or any other appliance.
2. Do not store any propane/butane (G31-G30) cylinder (that is not connected for use) in the vicinity of this or any other appliance.

Installing the Grill in a BBQ Island

You will need a second person to help you avoid damaging the grill or your barbecue island.

Before installing a grill in a BBQ island, make sure that the opening is not bigger than the side frame of the grill unit. The grill should rest on the lip of the frame.

Take care to avoid contact with the gas line. It should be routed away from sources of heat and should make as few bends as possible.

Check to see if the gas line connection will be accessible when grill is installed.

If the gas line connection is not easily accessible when the grill is installed, support the grill at a level and allow the gas line to rest on the grill. Whenever the connection is made, slide the grill into the cutout. If the gas line connection is accessible when the grill is installed, slide the grill into the cutout and then allow the gas line.

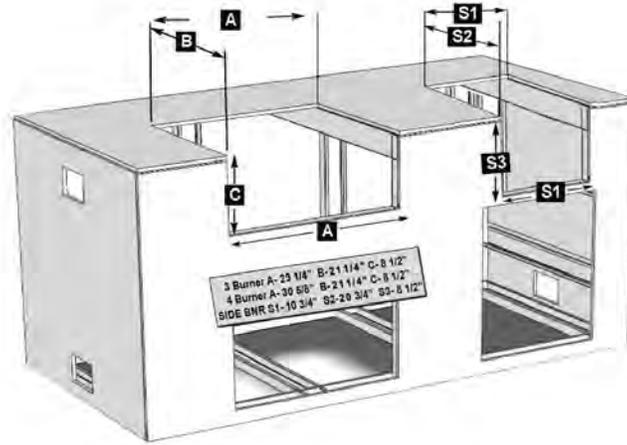
Be very careful not to kink the gas line when working on the grill cutout.

Keep your fingers away from where the grill will be supported on the counter. Your fingers could become trapped and serious injury could occur.

Check to make sure the grill is level and is supported around the entire outside edge. If the grill is not level or is not adjustable, it is not suitable for use on the side lip installation.

Perform the leak test procedure as described earlier in this manual.

BUILDING BBQ SPECIFICATIONS

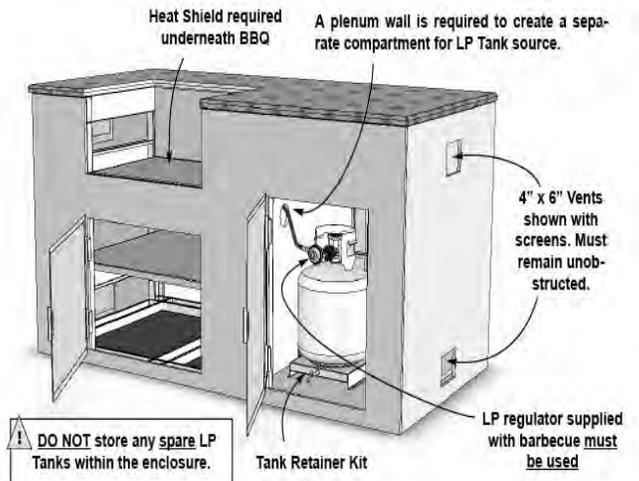
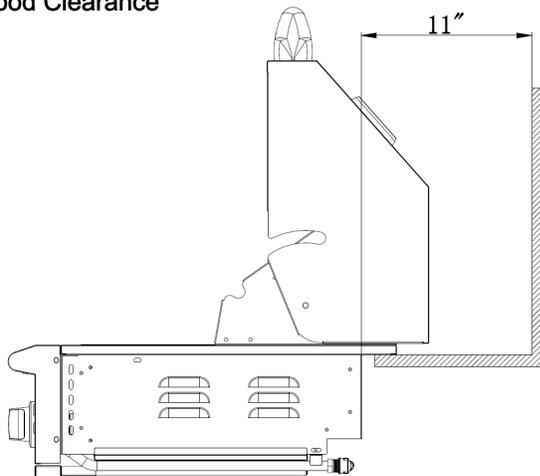


ALL BBQ ISLANDS MUST BE MANUFACTURED FROM “NON-COMBUSTIBLE” MATERIAL.

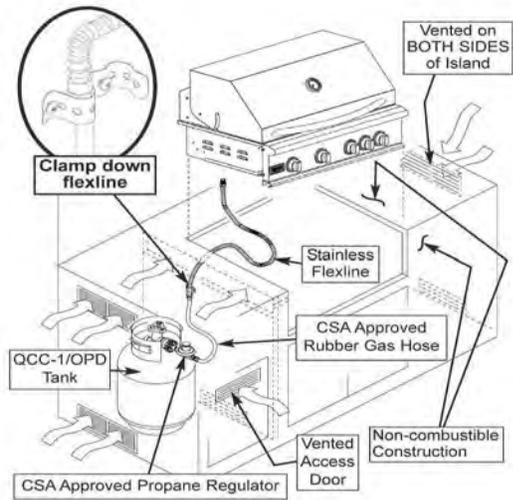
Minimum clearance to adjacent combustible construction at 14” from sides & 16” from back

MODEL	DESCRIPTION	WIDTH	DEPTH	HEIGHT
GS-32	4 Burner	30 5/8”	21 1/4”	8 1/2”
GSL-32	4 Burner Lighted	30 5/8”	21 1/4”	8 1/2”
GSL-SB2	Side Burner	10 3/4”	20 3/4”	8 1/2”

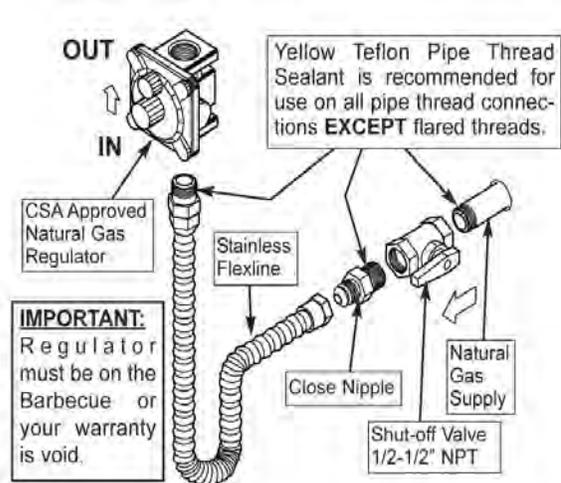
Hood Clearance



Installation Method for Propane

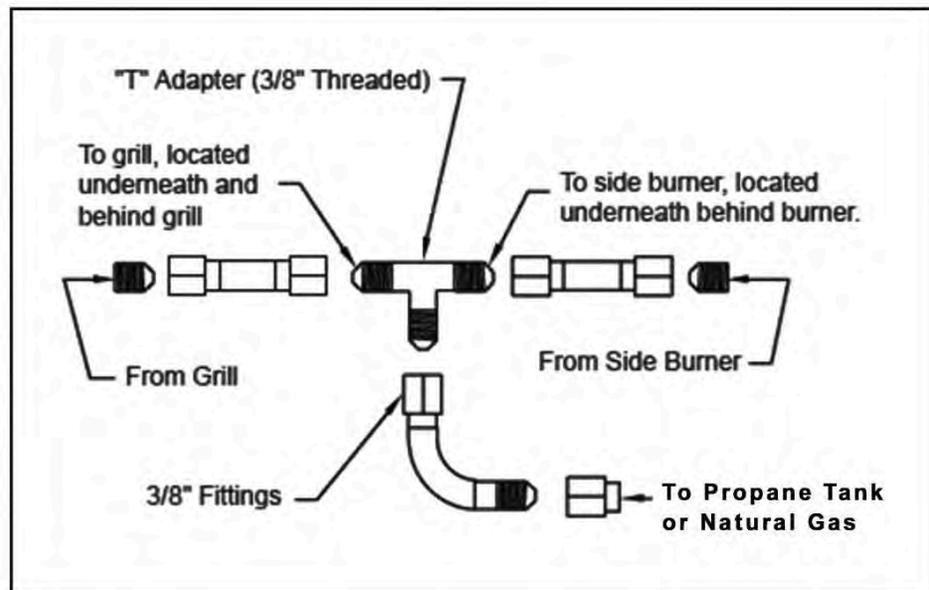


Installation Method for Natural Gas

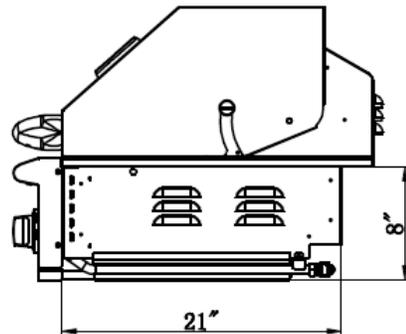
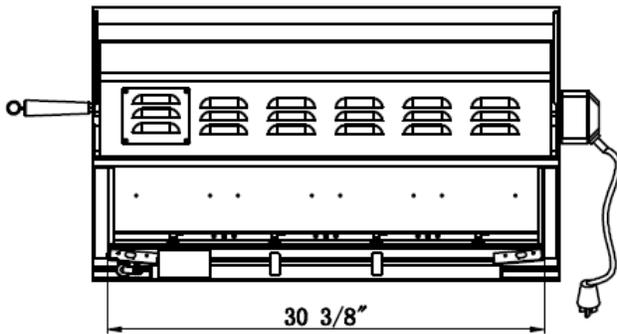
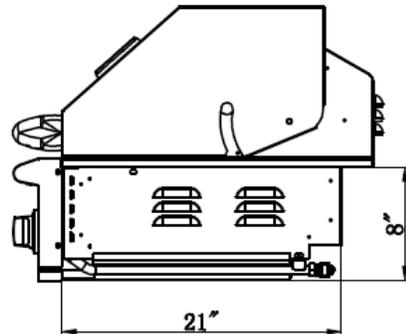
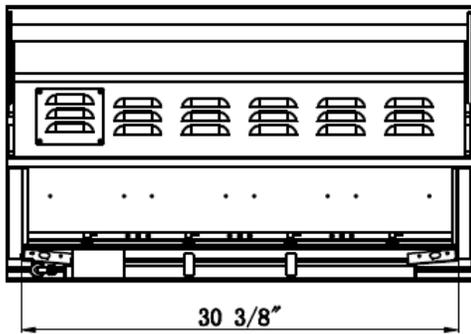


Connection Method for Dual Side Burner

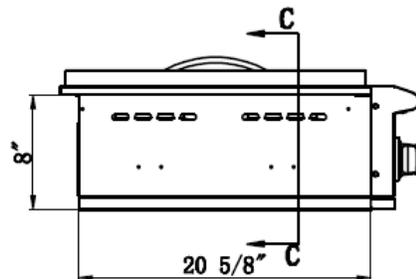
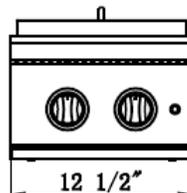
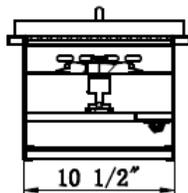
~~.- enConne(# & Co' rC & leBurnerC oEPo rKG KoC e.' la#rC & /G' & edCnG-eC & leBurnerC)~~



BBQ SPECIFICATIONS



SECTION C-C



NOTE: "ALWAYS" have equipment measured by Contractor before building.

NOTE: Check with City and Fire department for Local Building Codes. A Permit may be required for outdoor Kitchen Construction.

ELECTRICAL PRECAUTIONS:

✓) / e%6i! n cords are a: aila3le and may be used i4care is e)er ised in their use.

If a%e)/ ensi! % ord is used:

H /he marked ele /ri al ra/ing !4 /9e !rd se/ !r e)/ e%6i!% ord s9! 0ld 3e a/ leas/ as grea/ as t9e ele /ri al ra/ing ! f the applia%e2and,

H /he ord s9!uld 3e arra%ged s! /ha/ i/ will %/ /!0 9 9! / sur4a es !r drape over /9e !0%/ertop !r /able!p Ewhere i/ a% be p0lled !% by 9ildre% !r /ripped !: er 0%6e%6i! %allyE

O0/d!! r e)/ ensi!% ords s9!0ld 3e used wi/9 produc/s sui/ed 4!r !0/d! !r use. T9ey are s0rfa e marked wi/9 s04fi) le//ers "W. or "W-A. and wi/9 a /ag s/a/i%g .Ŏui/a3le 4!r Ŏse wi/9 O0/d! or Applia%es".

T! pr! /e / agai%/ ele /ri al s9! @29e power ord a%6d plug s9!0ld be @pt dry a%6d !44 !4 /9e gro0%6d.

\$ o %/ clean this prod0 / wi/9 wa/er spray; do n! / spray lea%ers i%o t9e lamp s! ke/ area.

\$! %/ opera/e a%y applia%e wi/9 a damaged p! wer !rd !r power plug2and d! %/ !pera/e any applia%e a4er /he applia%e mal40%/i!%s or 9as 3ee%damaged i%a%y manner. w4his should ! ur2re/0r%/9e applia%e !/ /he neares/ a0/hori5ed servi e fa ili/y 4! r e)amina/i!%2 repair or adBis/me%/

This appliance conforms to all uniform electrical safety codes and electrical grounding regulations. Install unit according to I.A.W. local codes or with National Electrical Code ANSI/NFPA 70 or CSA C22.1 in their absence.

GENERAL USE AND CARE:

NOTE: The manufacturer will be held responsible for damage or injury caused by improper use of this appliance.

- Be certain your appliance is properly installed and grounded by a qualified electrician. A qualified electrician will apply the correct grounding system. It is imperative that the basic safety requirements be met. The manufacturer will be held responsible for damages caused by the lack of a proper grounding system.
- Installation, repair and maintenance work should be performed by a trained service technician. Work by unqualified persons could be dangerous and will void the warranty. Before installation, turn off the power supply to the work area by removing the fuse, tripping the circuit breaker, or unplugging the unit.
- Gas leaks are dangerous and should never be detected in the area of this grill or any other appliance.
- Do not store anything in the grill. Make sure food is properly stored in the grill. Grease could melt and start a fire when the appliance is turned on.
- To prevent injuries, do not use a pressure washer or other recommended by the manufacturer.
- Before cleaning the appliance, trip the circuit breaker and allow the appliance to cool.
- Always operate the grill properly and handle it carefully. The grill may be hot.
- Children should never be allowed to use the grill or any appliance is in use. They should never be allowed to use the grill or any appliance.
- Do not store items of children in the cabinet above the grill or in the grill. Children should never be allowed to use the grill.
- Wear proper clothing when operating appliances. Keep fire-fighting or hanging garments should never be worn while using the grill.
- Do not lean over the grill while in use.
- Do not use water on grease fires! A violent steam explosion may result. Instead, smother the fire with a dry chemical or foam fire extinguisher.

Safety and Installation Instructions

UNIT INSTALLATION:

Our Paradise Grilling Systems Grill is pre-assembled and requires very little setup. We do however; recommend the use of professional help during the installation of your unit as improper installation may affect your warranty.

Remove the unit from the shipping cart with all accessories and the attached damage has occurred to the unit or any parts.

Burners; Check the burner tubes and remove any obstructions that may be in the ports or holes. Using cold water and a brush will be sufficient. Make sure all foreign particles are removed from the burner before use. Make sure the air shutter on the burners is slightly open. EAF.

WARNING

For proper operation, burners must be aligned with the valve orifice and seated in the bracket slot.

This is accomplished by first placing the burner tube shutter hole securely over the valve orifice and then secure with the screw at the rear of the barbecue.

WARNING

WARNING

Before lighting the burners inspect the gas supply piping or hose. If there is evidence of cuts, wear, or abrasion, it must be replaced prior to use. Always keep your face and body as far away from the grill as possible when lighting.

Caution: Never operate the grill unattended. **Do not operate the rotisserie burner with the hood closed.**

Pre-Grill Checklist

- The grill is free of insects and nests/webs/etc.
- Verify the pressure per gas type and regulator settings.
- The pressure is complete.
- Minimum clearances are maintained.
- All packaging has been removed.
- All parts and components are properly placed.
- An installer-applied manual gas shutoff valve is fully accessible.
- The grill is clean and inspected for oil/s2wear/abrasion/leaks. Replace if necessary with a suitable YK2 YTK! r COA Kisted part with interally /9readed ! %ect! r.

LIGHTING YOUR GRILL

-  Be familiar with the safe instructions of this manual. Do not smoke while lighting the grill or check the gas supply connections.
-  **Make sure that all gas connections are securely tightened and have been leak-tested with a soapy water solution - never with a flame!**

W& #& G#-eGr&

& Open /he hood.

' . Deep y! 0r fa e as far away fr! m t9e b0rners as p! ssi3le.

=. Ōlowly rota/e /he 30rner @%ǻ !0%erA! @wise /! /9e hig9 posi/ion.

1. (!0 will 9ear a l!ud li @as /he ele /roni lig9/er prod0 es a spar@Lis/en for /9e s!0%ǻ o4 /he gas ig%i%g. w4/9e 3urner does %/ lig9/ !%/he firs/ /ry2repea/ immedia/ely.

+. w4he burner d! es %/ lig9/ i%+ se onds /9e%wai/ 4ive mi%0es 0%il /he gas lears 3efore a//empting /! light i/ again. Repea/ /9e pro edure or /ry /he manual ligh/i%g pro edure 3el! w.

7. Yp! %s0 ess40 lighting, repea/ /9e process !%/9e !/9er burners y! 0 wis9 /! lig9/.

J. T! s90/ !44/9e bur%ers2ro/a/e /9e @%!3 a%ǻ /ur%!/ OFF.

-. w4s normal /! hear a p! ppi%g sound w9e%t9e 30rners are t0r%ed !44

WARNING: “Flashback” may occur in or around the burner tubes. Flashback exhibits a characteristic “whooshing” sound. If this should occur, immediately turn off your burners, then remove and clean them with soap and water and a brush until all foreign objects are removed.

Installation & Operation

MAIN BURNERS:

Before cooking with your grill for the first time, burn off any foreign matter and rid the unit of any odors by operating the unit for at least 15 minutes.

When lighting the flame should have a bluish color. It may have a yellow and orange tint due to the air supply. It can be made to obtain a blue flame and proper gas flow.

Always light the grill in the open position, while fired by the rod-shaped burners. **Do Not operate the rotisserie burner with the hood closed.** This may damage the grill.

The grill should be preheated with the front panel (main burner) set to the high setting for five minutes with the hood closed.

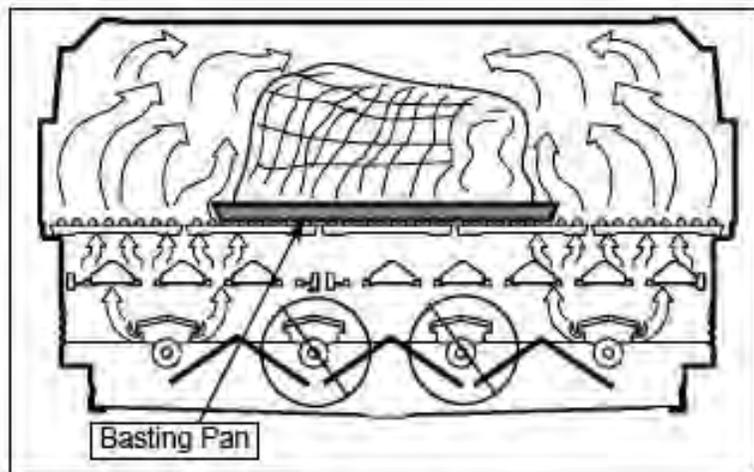
Temperature Settings

Use the high setting for searing and preheating and cleaning.

Use the other settings to create temperatures to suit your personal cooking preferences.

Temperatures may vary with outside temperatures and wind conditions.

When cooking poultry and larger cuts of meat, slowly turn OFF the burner directly under the food and use adjacent burners to supply heat (a.k.a. “on the side cooking” or “indirect cooking”). Fat and juices that drip down can cause flare-ups. Some flare-ups do impart a desirable flavor, taste and color to foods being grilled, they should be carefully and reasonably controlled. Uncontrolled or excessive flare-ups, however, will damage your food. (When cooking foods with a high fat content, using indirect heat also greatly reduces flare-ups).



Fuel (Gas) Conversion Instructions for Paradise Grilling Systems Gas grills.

CAUTION: This should only be performed by a licensed gas professional.

NATURAL GAS TO PROPANE CONVERSION - Main Burners:

Currently all grills are supplied with a regulator set at a pressure of 41Cw/er 10mn.
For Conversion Main Burners;

1. Determine the existing gas type (L^{or} or Natural gas). The process for changing the gas type (orifice change) is the same for both gases.
2. (You must) remove all cooking grills and flame tamers to expose the main burners in the grill.
3. On the bottom rear of each burner is a screw. Remove screw.
4. To remove burner, slide burner toward the rear of the grill and upward. Repeat for each burner.
5. Where the burner was previously installed, connecting the main valve through the hole in the base should now be evaluated space.
6. Inside the space you will find the end of the valve (toward the front of grill), with an orifice (brass fitting), screwed into the end of the valve stem.
7. Carefully remove the orifice with a 7mm screwdriver and extension. *These are extremely fragile. When unscrewing, be extremely gentle for you could easily break the brass fitting and have to replace the valve).
8. Once the orifice is removed, replace it with the new change orifice (repeat for all burners). When re-attaching orifice, do not over tighten or you will strip the brass fitting. Only light pressure is needed!!!
9. Replace burners and test for proper flame height. Flame should stand between 1/2" - 1" on LOW and 1.5" - 2" on High. (To adjust the LOW flame setting simply lift the grill on the LOW setting and adjust the screw which is installed under the knob on the front of the valve as seen in the diagram below.)



**Low flame setting
screw**

10. Replace 30rner flame tamers and c!!@ing grills

11. w4e essary2adBs/ /9e KOW flame se//ing s rew l! a/ed 0%der /9e @%!3!%/9e fro% !4
/he valve

Rear Burner

For the Summer 55ler 1 Burner2replace /9e 3a @burner !ri4 e by removing /9e plate !%/9e rear !4/he " " # and are40lly removing /9e fi//ing. Replace wi/9 /he provided !%ersi!%ba @burner ori4 e – large Brass fi//ing Edi4fers from small B" # burner ori4 eF.

NOTE: When converting to LP – remove the Natural gas Regulator that is located under the bbq and in line with the gas manifold and valves. When converting to Natural Gas add a Natural gas regulator (4” Water Column Approved Natural Gas Regulator) to the gas grill either directly on the manifold or placed in line between the Natural gas supply and the barbecue. On the NG Regulator an arrow shows you the gas flow OR the words “In” – “Out”. If regulator is placed the wrong way, it will not work. (Use only a Licensed Professional when converting a Gas Appliance).

Warranty & Registration

When you have purchased a Paradise Grilling Systems grill, you must maintain your original receipt to get service on the grill. The warranty is for original owners only and cannot be transferred to new owners. (You should retain your sales slip or invoice.)

All Gas/ural Gas Grills must have a qualified installer complete the installation for the warranty. The installer for the grill will provide the warranty. Please call Paradise Grilling Systems for more information on the gas grill.

Use only all a rubber gasket on the grill. Gas piping must be a minimum diameter and the gas line requires a gas shutoff valve. Check all fittings used on the soapy water solution and test the hoses described in this manual.

When using a propane tank, be sure the air is filled up to the level will be 40% of the tank's capacity.

Paradise Grilling Systems shall not be liable for any implied warranty for the product or consequential damages and Paradise Grilling Systems liability is limited to the purchase price of the product only. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. This warranty is applicable to the United States and Canada only. If there is anything else is authorized for this warranty.

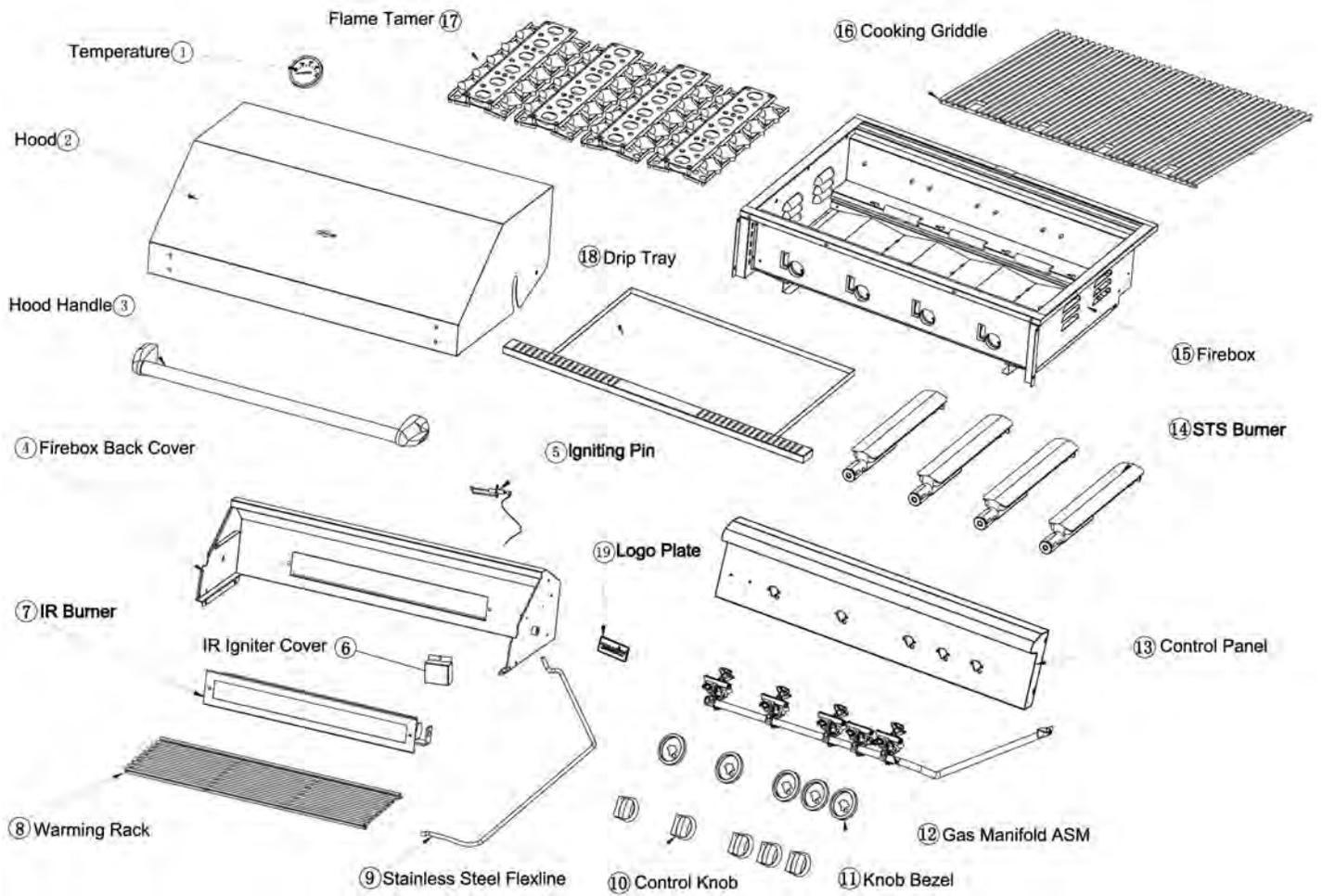
High cooking temperatures, excessive humidity, chlorine, fertilizers, lawn pesticides and salt can affect the Stainless Steel components and for these reasons, the limited warranties DO NOT COVER DISCOLORATION OR RUST, unless there is a loss of structural integrity on the grill components.

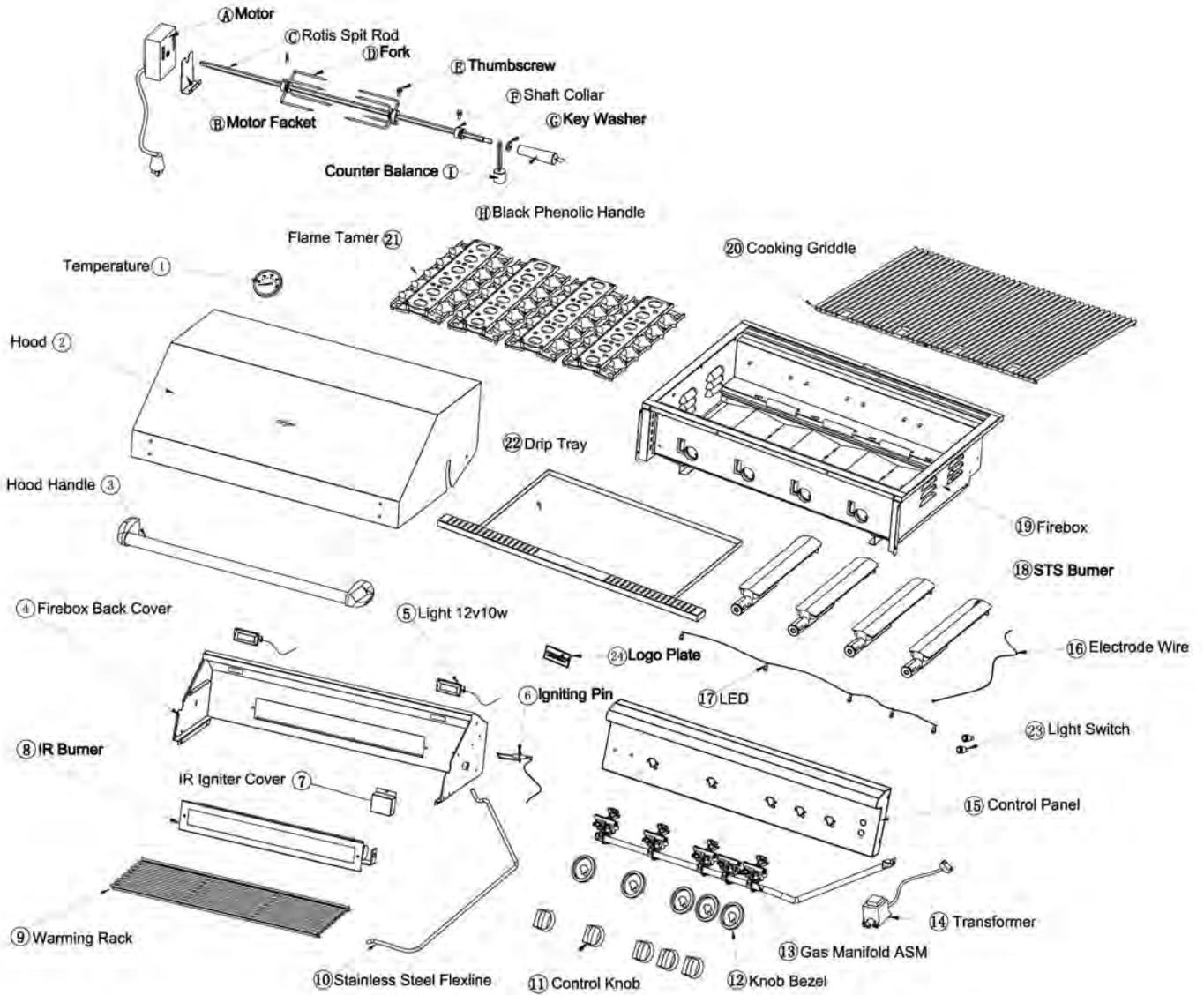
Call Paradise Grilling Systems directly for all warranty parts and questions. Please make sure you have your receipt information and product / serial number.

All replacement parts can be purchased through Paradise Grilling Systems or your local stocking dealer.

BBQ PARTS

ITEM	PART NO.	DESCRIPTION	QTY	
			GSL-32	GS-32
1	GSL-32-001	GSL-32-TOP HOOD	1	
	GS-32-001	GS-32-TOP HOOD		1
2	GSL-32-002	ACCESS DOOR	1	1
3	GSL-32-003	REAR HOOD	1	1
4	GSL-32-004	WARMING RACK	1	1
5	GSL-32-005	TOP GRATE	4	4
6	GSL-32-006	BRIQUETTE TRAY	4	4
7	GSL-32-007	GSL-32-WELDED BURNER	4	
	GS-32-007	GS-32-TUBE BURNER		4
8	GSL-32-008	REAR FRAME	1	
9	GSL-32-009	BASIN	1	1
10	GSL-32-010	LED OUTLET	1	
11	GSL-32-011	GREASE TRAY	1	1
12	GSL-32-012	TRANSFORMER	1	
13	GSL-32-013	INLET CORD WITH TERMINAL BLOCK	1	
14	GSL-32-014	90 DEGREE FITTING	1	1
15	GSL-32-015	NG REGULATOR	1	1
16	GSL-32-016	MANIFOLD	1	1
17	GSL-32-017	VALVE LATCH	5	5
18	GSL-32-018	GAS VALVE (LP Φ 1.05)	4	4
		GAS VALVE (NG Φ 1.6)	4	4
19	GSL-32-019	GAS VALVE - I.R. BURNER	1	1
20	GSL-32-020	FLEX TUBE - I.R. BURNER (980mm)	1	1
21	GSL-32-021	GSL-32-CONTROL KNOB	5	
	GS-32-021	GS-32-CONTROL KNOB		5
22	GSL-32-022	BEZEL	5	5
23	GSL-32-023	LOGO PLATE	1	1
24	GSL-32-024	GSL-32-CONTROL PANEL	1	
	GS-32-024	GS-32-CONTROL PANEL		1
25	GSL-32-025	LIGHT SWITCH	2	
26	GSL-32-026	LIGHT SWITCH WIRE	1	
27	GSL-32-027	LED LIGHT WITH WIRE	1	
28	GSL-32-028	LED MODULE	1	
29	GSL-32-029	HANDLE - ROTISSERIE	1	1
30	GSL-32-030	SPIT COLLAR - ROTISSERIE	1	1
31	GSL-32-031	32" - SKEWER ROD	1	1
32	GSL-32-032	SKEWER FORK (Φ 5)	2	2
33	GSL-32-033	SCREW - SKEWER FORK	3	3
34	GSL-32-034	BRACKET - MOTOR	1	1
35	GSL-32-035	MOTOR	1	1
36	GSL-32-036	32" - WIRE(1050mm) - I.R. BURNER	1	1
37	GSL-32-037	IGNITOR - I.R. BURNER	1	1
38	GSL-32-038	IGNITOR BRACKET - I.R. BURNER	1	1
39	GSL-32-039	ORIFICE ELBOW	1	1
40	GSL-32-040	ORIFICE (LP Φ 1.05) - I.R. BURNER	1	1
		ORIFICE (NG Φ 1.6) - I.R. BURNER	1	1





GSL-SB2 PARTS

ITEM	PART NO.	DESCRIPTION	QTY
1	GSL-SB2-001	HOOD HANDLE	1
2	GSL-SB2-002	HOOD	1
3	GSL-SB2-003	COOKING GRATE	1
4	GSL-SB2-004	BODY	1
5	GSL-SB2-005	DRIP TRAY	1
6	GSL-SB2-006	GAS MANIFOLD	1
7	GSL-32-017	VALVE LATCH	2
8	GSL-32-019	GAS VALVE - I.R. BURNER	2
9	GS-32-021	GS-32-CONTROL KNOB	2
10	GSL-32-022	BEZEL	2
11	GSL-SB2-007	CONTROL PANEL	1
12	GSL-SB2-008	FLEX TUBE (200mm)	1
13	GSL-SB2-009	FLEX TUBE (420mm)	1
14	GSL-SB2-010	IGNITION WIRE (330mm)	1
15	GSL-SB2-011	IGNITION WIRE (480mm)	1
16	GSL-SB2-012	ORIFICE (LP Φ 1.05)	2
		ORIFICE (NG Φ 1.6)	2
17	GSL-SB2-013	BURNER PEDESTAL	2
18	GSL-SB2-014	IGNITOR PIN	2
19	GSL-SB2-015	BURNER	2
20	GSL-SB2-016	LED LIGHT WITH WIRE	1

Locating the Product Serial Number:

The serial number of your Paradise Grilling Systems Gas or LP Grill is located on the left-hand side of the Firebox. You will need this number to properly register your grill or cart and activate coverage. Write this information in the space provided below.

Thank you for your purchase of this award winning product from Paradise Grilling Systems. We know you will have many years of enjoyment filled with good food and memories that will last a lifetime.

Thank you for your new Paradise Grilling System.

WARRANTY REGISTRATION FORM

Please complete this form to register your Paradise Grilling Systems Product.

Please make sure all fields are correct and complete. Items marked with an asterisk (*) are required to be eligible for warranty.

*NAME: _____

*DATE OF DELIVERY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

*PRODUCT SERIAL NUMBER: _____

*PRODUCT MODEL NUMBER: _____

1. MAIL TO:

PARADISE GRILLING SYSTEMS, INC.
WARRANTY DEPARTMENT
2222 DIVERSIFIED WAY
ORLANDO, FL 32804

2. EMAIL TO:

WARRANTY@MYPARADISEGRILL.COM

3. FAX TO:

888-242-1699

Paradise Grills Outdoor Kitchen Safety Alert

PRODUCTS AFFECTED: This safety alert pertains to all Paradise Grills Outdoor Kitchens manufactured between 2009 and December 2020.

RISK OF COMBUSTION: We have determined that Paradise Outdoor Kitchens produced between 2009 and 2020 could pose a potential safety risk caused by the build-up of unlit gas and insufficient ventilation, where users fail to follow manufacturer instructions when lighting their propane or natural gas powered grills. Gas can accumulate beneath a closed lid and inside of the cabinet, which can lead to explosion and fire.

MANDATORY SAFETY PRECAUTION: In the interest of consumer safety, we are advising users of the affected product to: **always open the lid and the access doors on the front of the unit before turning on the gas and lighting the grill and leave the access doors open at all times while the grill is in use.**

After attempting to light the grill, if the user does not detect heat after 30 seconds, users are advised to turn the off ignition and gas and let any built-up gas dissipate for at least ten (10) minutes before trying to light it again.

We are working on a permanent solution that should eliminate the need to keep the access doors open during operation. In the meantime, please carefully follow the supplemental safety instructions above.

If you have any questions please contact us.

Customer service contacts:

Email: safetynotice@paradisegrills.com

Phone: 800-604-2023



(https://paradisegrillsdirect.com//configurator_1/?

ar=false#/))

BUILD AND PRICE
([HTTPS://PARADISEGRILLSDIRECT.COM//CONFIGURATOR_1/?AR=FALSE#/\) \)](https://paradisegrillsdirect.com//configurator_1/?AR=FALSE#/)



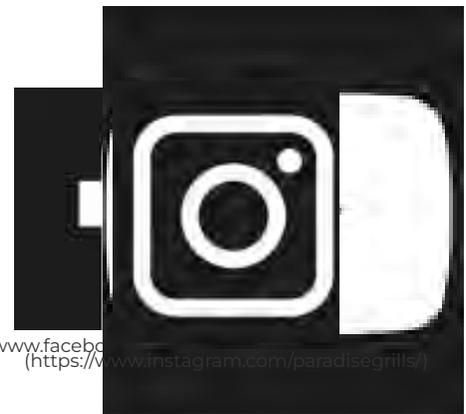


CONTACT US

Learn more about Paradise Grills outdoor kitchen collection and special offers

PLEASE CONTACT ME!

[\(https://paradisegrillsdirect.com/\)](https://paradisegrillsdirect.com/)



[\(https://www.facebook.com/paradisegrills/\)](https://www.facebook.com/paradisegrills/)

[\(https://www.instagram.com/paradisegrills/\)](https://www.instagram.com/paradisegrills/)

<https://www.youtube.com/channel/UCKdFiz4LPfa6MTyOCf0UBPg>

[HOME \(HTTPS://PARADISEGRILLSDIRECT.COM/\)](https://paradisegrillsdirect.com/)

[SHOWROOM CONFIGURATOR \(HTTPS://PARADISEGRILLSDIRECT.COM//CONFIGURATOR_1?AR=FALSE#/\)](https://paradisegrillsdirect.com/configurator_1?AR=FALSE#/)

[NEWS AND BLOG \(/NEWS/\)](/news/)

[OWNER MANUALS \(/OWNERS/\)](/owners/)

[SAFETY NOTICE \(HTTPS://PARADISEGRILLSDIRECT.COM/SAFETY-NOTICE/\)](https://paradisegrillsdirect.com/safety-notice/)

[CONTACT \(/CONTACT/\)](/contact/)

[SITE MAP \(/SITEMAP/\)](/sitemap/)

[PRIVACY \(/PRIVACY/\)](/privacy/)







OUR GOAL IS 100% CUSTOMER SATISFACTION!

EXHIBIT G

2222 Diversified Way
Orlando, FL 32804
800-604-2023 (phone) 888-242-1699 (fax)
www.myparadisegrill.com

SALES AGREEMENT

CUSTOMER: LAST: Summerlin FIRST: Howard
 BILLING ADDRESS: 5311 SW 186th Ave CITY: Southwest Ranches STATE: FL ZIP: 33332
 DELIVERY ADDRESS: Same as above CITY: _____ STATE: _____ ZIP: _____
 PHONE: (954) 434-1080 CELL: (305) 206-6001 EMAIL: joesummerlin@gmail.com

CIRCLE ISLAND ORIENTATION: STANDARD (AS SEEN ON WEBSITE) REVERSE (OPPOSITE OF WEBSITE) CUSTOMER INITIAL: [Signature]

ISLAND TYPE: CANCUN 6' ARUBA 6'4" ARUBA XL 8' FIJI 8' ISLANDER 8' ST CROIX TROPICANA 7'4" X 8'6" TAHITI 9' X 8'4"
 FIELD TILE: TAXIS TOLDEO MULTI EARTH TRAVERTINE VENETIAN GOLD BALTIC GALAXY BLACK
 ACCENT TILE: EARTH MULTI VENETIAN GOLD BALTIC GALAXY BLACK
 TEXTURE: STUCCO AMERISTONE
 FIRE FEATURES: FIREPIT SQUARE FIREPIT RECTANGULAR FIREPLACE (GAS LOGS LP / NG)
 FIELD TILE: TAXIS TOLDEO MULTI EARTH TRAVERTINE VENETIAN GOLD BALTIC GALAXY BLACK
 ACCENT TILE: EARTH MULTI VENETIAN GOLD BALTIC GALAXY BLACK
 TEXTURE: STUCCO AMERISTONE

NEW BUILD FLOOR MODEL "AS IS"

APPLIANCE OPTIONS: GS - 32" PRE LP / NG GSL-32" PRO LP / NG GRILL COVER SEAR STATION SMOKER BOX ROTISSERIE
 UMBRELLA ELEC OUTLET DOOR UNDER COUNTER LIGHTS SINK FRIDGE SINGLE SIDE BURNER GSL PRO DEL SIDE BURNER
 DOUBLE DRAWER TRASH DRAWER CD STEREO W/SPKRS 39" LED TV/DVD W/SPEAKERS DUAL SHELF W/LIGHTS
 3 POLE TIKI UMBRELLA PACKAGE - LIGHTS/CANVAS/THATCH 4 ^{FREE} RATTON BAR STOOL(S)
 NOTES: ADD 2nd access door! \$179

I UNDERSTAND THE REQUESTED DELIVERY TIMEFRAME IS SUBJECT TO APPROVAL AND PRODUCT AVAILABILITY. GENERAL DELIVERY TIME IS 3-4 WEEKS IN THE STATE OF FLORIDA AND 5-6 WEEKS FOR OUT OF STATE DELIVERIES. ANY DELAYS IN DELIVERY BY THE CUSTOMER MAY RESULT IN AN ADDITIONAL 2-4 WEEK RESCHEDULING TIME DUE TO DELIVERY COMPANY AVAILABILITY. A RE-DELIVERY FEE WILL BE ASSESSED ON ANY DELIVERY ATTEMPT WHERE THE CUSTOMER IS NOT PRESENT TO RECEIVE THE PRODUCT.

REQUESTED DELIVERY TIMEFRAME (CIRCLE ONE):

3-4 WEEKS 4-5 WEEKS 5-6 WEEKS MONTH OF December DIRECT DELIVERY FROM SHOW

***NO SPECIFIC DATES FOR DELIVERY. DELIVERY AVAILABILITY IS MONDAY THROUGH FRIDAY (NO WEEKENDS). ALL SCHEDULING WILL BE DONE VIA EMAIL FROM OUR MAIN OFFICE. ALTHOUGH YOU HAVE A REQUESTED TIMEFRAME, IT WILL STILL BE SUBJECT TO OUR 3-4 WEEK AVERAGE LEAD TIME**

ALL SALES ARE FINAL! DOWN PAYMENTS ARE NON-REFUNDABLE. I UNDERSTAND THAT I WILL NOT RECEIVE ANY ITEMS, MODEL CHANGES, OPTIONS, OR ACCESSORIES NOT LISTED ON THIS SALES AGREEMENT. I FURTHER UNDERSTAND THAT VERBAL AGREEMENTS WITH ANY COMPANY REPRESENTATIVE OF PARADISE GRILLING SYSTEMS, INC. WILL NOT BE HONORED. THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. ANY DISPUTE SHALL BE RESOLVED UNDER FLORIDA LAW.

BUYER PRINT: Howard Summerlin SUBTOTAL: \$ 11,233 -
 BUYER SIGNATURE: [Signature] SALES TAX 6 % TAX: \$ 673.98
 SALES REP: John D Baylo / John Ripoll FREIGHT: \$ 300 -
 DATE: 11/8/15 TOTAL: \$ 12,206.98
 PAYMENT OPTIONS: PAYMENT IN FULL INITIAL: _____ DEPOSIT: \$ 6,103.99
 DEPOSIT PAID, BALANCE PAID AT TIME OF SCHEDULING DELIVERY INITIAL: [Signature]
 PAYMENT METHOD: VISA/MC/AMEX CASH CHECK BALANCE DUE: \$ 6,103.99

RECEIVED: ALL ITEMS HAVE BEEN RECEIVED AND INSPECTED TO BE IN GOOD CONDITION. I UNDERSTAND THAT I WILL NOT RECEIVE ANY ITEMS, MODEL CHANGES, OPTIONS, OR ACCESSORIES NOT LISTED ON THIS DELIVERY ORDER. MAJOR TILE CRACKS OR BREAKS, GROUT, AND/OR STUCCO WILL ONLY BE REPAIRED AT TIME OF INITIAL DELIVERY. I UNDERSTAND THAT VERBAL AGREEMENTS WITH ANY COMPANY REPRESENTATIVE OF PARADISE GRILLING SYSTEMS, INC. OR CONTRACTED DELIVERY COMPANY WILL NOT BE HONORED.

BUYER PRINT: _____ BUYER SIGNATURE: _____ DATE: _____ Version 1.1



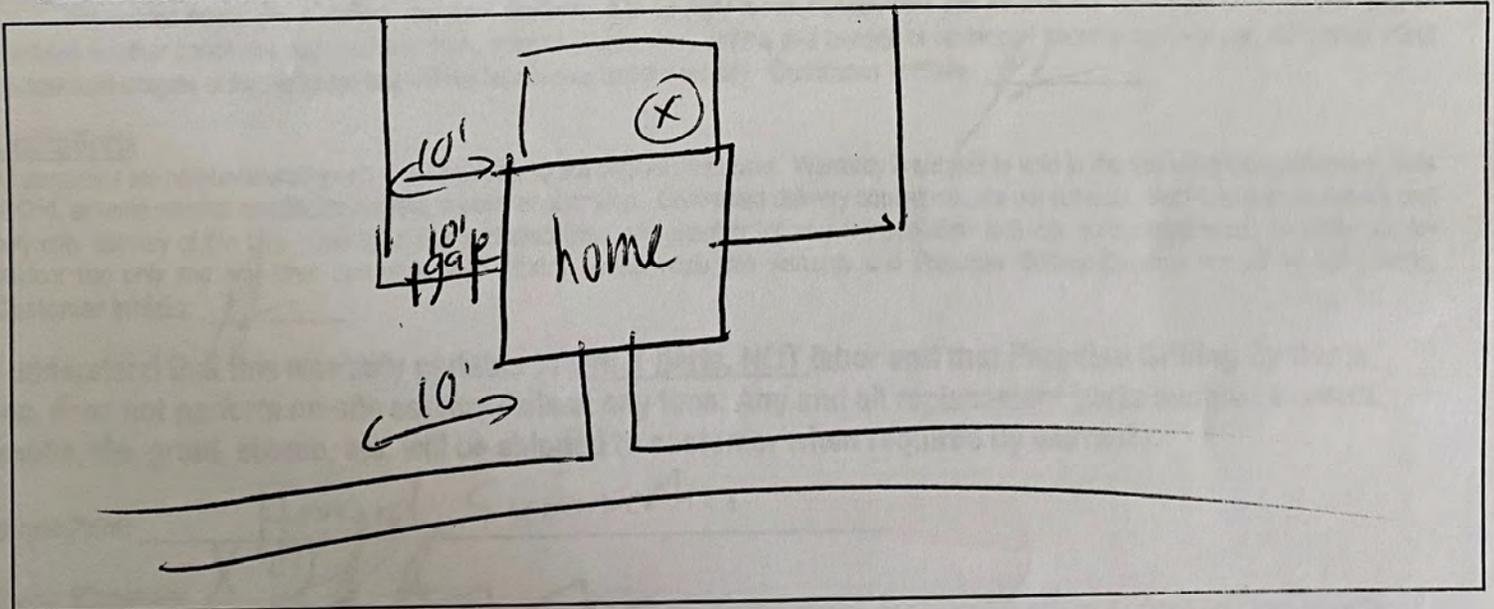
DELIVERY DRAWING

INITIALS: [Signature]
INITIALS: [Signature]

- ◆ MEASUREMENTS (WIDTH) FROM STREET TO GATE: 10'
(ACCESS FROM STREET TO FINAL LOCATION INCLUDING GATE, AC UNITS, ETC. MUST BE A MINIMUM OF 45" WIDE)
- ◆ MEASUREMENT OF GATE OPENING: 10'
(IF GATE OPENING IS LESS THAN 45" WIDE, CUSTOMER IS RESPONSIBLE FOR REMOVING FENCE SECTION PRIOR TO COMPANY ARRIVAL)
- ◆ MEASUREMENT (WIDTH) OF PATHWAY FROM GATE TO FINAL PLACEMENT OF UNIT: 10'
(MEASUREMENT MUST BE FREE OF ANY OBSTRUCTIONS - AC UNITS, BUSHES, SHRUBS, TREES, DEBRIS, SHEDS, POOLS, ETC.)
- ◆ OVERHEAD CLEARANCE FROM DRIVEWAY TO FINAL PLACEMENT OF UNIT: sky
(TROPICANA MODEL - MINIMUM OF 9'6" HIGH FROM STREET TO FINAL LOCATION)
- ◆ ARE THERE ANY STEPS? Y N ◆ NUMBER OF STEPS (MAXIMUM OF 2 STEPS FOR DELIVERY): N/A
(DELIVERY CREW WILL NOT DELIVER UNIT UP OR DOWN STAIRWAYS, RAISED DECKS OR UP/DOWN HILLS).
- ◆ DESIGNATED AREA FOR THE UNIT SHOULD BE PRE-DETERMINED AND READY PRIOR TO DELIVERY.
- ◆ ALL DEBRIS OR EQUIPMENT BLOCKING ACCESS TO SET UP LOCATION MUST BE REMOVED.
- ◆ DELIVERY COMPANY WILL PUT OUTDOOR KITCHEN AT DESIGNATED AREA AND PLACE APPLIANCES IN UNIT. SIDE BURNER HOSES ARE NOT INCLUDED. FIREPIT REQUIRES TWO GAS/LP HOSES AND CONNECTORS NOT INCLUDED.
- ◆ DELIVERY COMPANY IS NOT LICENSED AND WILL NOT PERFORM ELECTRICAL, WATER, GAS/PROPANE HOOK-UPS.
- ◆ TILE, SLATE AND GRANITE WILL VARY IN COLOR, TEXTURE AND SHAPE. SLATE WILL BE UNEVEN AS IT IS A NATURAL STONE.

PARADISE GRILLING SYSTEMS CONTRACTS AN INDEPENDENT DELIVERY COMPANY TO PERFORM ALL DELIVERIES. DELIVERY COMPANY MUST HAVE ADEQUATE ACCESS TO PERFORM THE DELIVERY. IF THERE IS NOT ADEQUATE ACCESS, DELIVERY WILL BE RESCHEDULED FOR A LATER DATE AND A RE-DELIVERY FEE WILL BE ASSESSED.

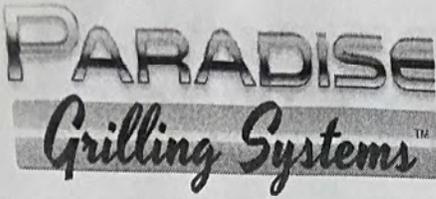
PLEASE DRAW A SKETCH BELOW, INCLUDING MINIMUM ACCESS MEASUREMENTS LISTED ABOVE FOR DELIVERY COMPANY.



I HEREBY ACKNOWLEDGE THE ABOVE DRAWING AND ACCESS MEASUREMENTS ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. IN ADDITION, I AGREE TO EMAIL THE FOUR (4) REQUIRED PHOTOGRAPHS OF THE ACCESS FROM THE STREET TO THE FINAL PLACEMENT OF THE OUTDOOR KITCHEN PER THE ATTACHED "DELIVERY PHOTOGRAPH INSTRUCTIONS" FORM PRIOR TO RECEIVING A SCHEDULED DELIVERY DATE.

BUYER PRINT: Howard Summerlin
BUYER SIGNATURE: [Signature]

DATE: 11/8/15



WARRANTY REGISTRATION FORM

Please complete this form to register your Paradise Grilling Systems Product.

Please make sure all fields are correct and complete. Items marked with an asterisk (*) are required to be eligible for warranty.

*NAME: _____

*DATE OF DELIVERY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

*PRODUCT SERIAL NUMBER: CH322015110437

*PRODUCT MODEL NUMBER: GSL-32

1. MAIL TO:

PARADISE GRILLING SYSTEMS, INC.
WARRANTY DEPARTMENT
2222 DIVERSIFIED WAY
ORLANDO, FL 32804

2. EMAIL TO:

WARRANTY@MYPARADISEGRILL.COM

3. FAX TO:

888-242-1699

SIGNATURE

PARADISE GRILLING
SYSTEMS INC
735 CENTRAL FL PKWY SUITE 102
ORLANDO FL 32824
1-800-604-2023
TERMINAL #8569

Merchant ID:
Term ID:
Shift #: 2

Sale

VISA-PURCH

*****3789

Entry Method: Manual

Apprvd: Online

Batch#: 000069

11/08/15

16:06:52

AVS Code: ZIP and Address Match
Host Response: AUTH/TKT 023740

Invoice #: 000017

Appr Code: 023740

Apriva Transaction #: 599

Amount: \$ 6,103.49

Tax: \$ 0.00

Total: \$ 6,103.49

Cust #: 5

Customer Copy

6,228.49

PA
Grill



John D'Angelo
Regional Sales Manager

Ph: (800) 604-2023

Cell: (989) 528-9520

Fx: (888) 242-1699

2222 Diversified Way
Orlando, FL 32824

John@myparadisegrill.com
www.myparadisegrill.com