

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

PRISCILA MAUNELA BROWN,	:	
	:	
Plaintiff,	:	Civil Action No.:
v.	:	
	:	<b><u>JURY DEMAND</u></b>
SHARKNINJA OPERATING, LLC,	:	
	:	
Defendant.	:	

**COMPLAINT**

Plaintiff, **PRISCILA MANUELA BROWN** (hereafter referred to as “Plaintiff”), by and through her undersigned counsel, **JOHNSON BECKER, PLLC** and **CONLEY GRIGGS PARTIN LLP**, hereby submits the following Complaint and Demand for Jury Trial against Defendant **SHARKNINJA OPERATING, LLC** (hereafter referred to as “Defendant SharkNinja” or “Defendant”), alleges the following upon personal knowledge and belief, and investigation of counsel:

**NATURE OF THE CASE**

1. Defendant designs, manufacture, markets, imports, distributes and sells consumer products such as blenders, which specifically includes the NutriNinja Auto-IQ Blender Duo, Model BL640 30, (referred to hereafter as “NutriNinja blender(s)”).

2. The NutriNinja blenders are defectively designed and manufactured, in that, the extremely fast-moving blade of the blenders heat the contents of the sealed bullet-shaped canister, which can (and does) unexpectedly explode when being used in its normal and intended manner by consumers. Consumers use the NutriNinja blenders without knowledge of the inherent risks. In a matter of short amount of time, the fast-spinning blades can unexpectedly heat up its contents, such that if the blender explodes, the user is at risk of severe burns and injuries requiring medical attention. The NutriNinja blenders pose a safety risk to consumers and other individuals who may be in close proximity to the NutriNinja blenders when it explodes.

3. The NutriNinja blenders have been the subject of numerous lawsuits around the nation for similar experiences and injuries as those suffered by the Plaintiff in this case.

4. Defendants knew or should have known of these defects, but has nevertheless put profit ahead of safety by continuing to sell its NutriNinja blenders to consumers, failing to warn said consumers of the serious risks posed by the defects, and failing to recall the dangerously defective NutriNinja blenders regardless of the risk of significant injuries to Plaintiff and consumers like her.

5. Defendants ignored and/or concealed its knowledge of these defects in its NutriNinja blenders from the Plaintiff in this case, as well as the public in general,

in order to continue generating a profit from the sale of said NutriNinja blenders, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

6. As a direct and proximate result of Defendant's conduct, the Plaintiff in this case incurred significant and painful bodily injuries, medical expenses, physical pain, mental anguish, and diminished enjoyment of life.

**PLAINTIFF PRISCILA MANUELA BROWN**

7. Plaintiff was and is, at all relevant times, a resident of the City of Powder Springs, County of Cobb, State of Georgia.

8. On or about July 26, 2020, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the NutriNinja blender's plastic cup explosively separating from the blade base during the normal, directed use of the NutriNinja blender, allowing its scalding hot contents to be forcefully ejected onto Plaintiff. The incident occurred as the result of the NutriNinja Blenders defect(s), which allow the plastic cup of the NutriNinja blender to pressurize to the point that the canister separates from the blade base of the NutriNinja blender, causing the now hot contents of the NutriNinja blender, as well as the parts of the NutriNinja blender itself, to explode. Additionally, the incident occurred as the result of Defendants failure to warn and to redesign the NutriNinja blender, despite the existence of economical, safer alternative designs.

**DEFENDANT SHARKNINJA OPERATING, LLC**

9. Defendant SharkNinja designs, manufacturers, markets, imports, distributes and sells a variety of consumer products, including the subject NutriNinja blender. Defendant SharkNinja is a Massachusetts Limited Liability Corporation incorporated in the State of Delaware and has a principal place of business located at 89 A St. # 100, Needham, MA 02494. Defendant SharkNinja has a registered service address Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

10. At the time of the initiation of this lawsuit, the sole member of SharkNinja Operating, LLC was EP Midco, LLC, a Massachusetts Limited Liability Company created and organized under the law of the State of Delaware and located at 89 A St. # 100, Needham, MA 02494.

11. At the time of the initiation of this lawsuit, the sole member of EP Midco, LLC was Brian Lagarto.

12. Mr. Largato is a resident and citizen of the state of Massachusetts, and operates out of his principle places of business, 180 Wells Avenue, Suite 200, Newton, Massachusetts, 02459.

13. Accordingly, Defendant SharkNinja is a resident and citizen of the State of Massachusetts for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

14. Defendant does business in all fifty states, including Georgia, and derives substantial revenue from ongoing and continuous sales of its products in the State of Georgia, including but not limited to, the use of the subject blender and resulting injuries in Georgia. At all times pertinent to this Complaint, Defendant (either on its own and/or by and through its affiliated U.S.-based importers, distributors, dealers and retailers) sells pressure cookers throughout the United States and specifically in Georgia, transacts business in Georgia, and derives revenue from blender sales in Georgia. Defendant knew at all relevant times that its products were (and are) being sold in the State of Georgia, for use by consumers in Georgia, and its product caused harm to Plaintiff in the State of Georgia. At all relevant times, Defendant was (and is) actively involved in the design, manufacture, promotion and sale of the subject blender (and similar models), which failed during foreseeable use and caused Plaintiff's injuries and damages in Georgia. At all relevant times, Defendant promoted, via television, internet, through distributors and retailers, and otherwise, the subject blender (and other similar models of blenders) to be sold in all fifty states, including Georgia. This Court has personal jurisdiction over Defendant because of its continuous and systematic business contacts with the State of Georgia that resulted in its product being used in Georgia and causing harm to Plaintiff in Georgia.

15. *Personal Jurisdiction over Defendant: Georgia's Long-Arm Statute.*

Defendant transacts within the state of Georgia. Upon current information and belief, Defendant has agreements with distributors and retailers within Georgia for distribution, marketing, promotion and sale of blenders (including the subject blender) along with other similar products in Georgia and is thereby transacting business within this state. Upon information and belief, Defendant derives substantial revenue from goods sold and used in Georgia, regularly does or solicits business in Georgia, and caused an injury within this state by an act or omission outside of this state. Under Georgia's long-arm statute (O.C.G.A. § 9-10-91), this Court has personal jurisdiction over Defendant.

16. *Personal Jurisdiction over Defendant: Due Process.* Defendant purposefully directed its activities at residents of Georgia by designing, manufacturing, marketing, promoting, distributing, and selling blenders (including the subject blender) along with other similar products within the state of Georgia. Upon information and belief, it shipped, or participated in shipping, the subject blender, whose defective design caused Plaintiff's injuries, with reasonable expectation that it could or would find its way to Georgia through the stream of commerce. Its business is affected by blenders and other products sold in Georgia. Defendant's actions in designing, manufacturing, marketing, distributing, and selling blenders (including the subject blenders) and other products directly and/or

by and through sales agreements should have led it to reasonably anticipate being hauled into Court here. Defendant's acts manifested an intention to submit to and be protected by the laws of Georgia. In short, Defendant purposefully availed itself of the privilege of conducting activities in this state through contacts with this state and those contacts led directly to this litigation. Exercising personal jurisdiction over Defendant comports with due process.

### **JURISDICTION AND VENUE**

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

18. Venue is proper in this Court pursuant to 28 U.S.C. §§ 90(a)(2), 1391 and LR 3.1(B)(1)-(3), N.D. Ga., because all or a substantial part of the events or omissions giving rise to this claim occurred in this District.

19. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant has sufficient minimum contacts with the State of Georgia and intentionally availed itself of the markets within Georgia through the promotion, sale, marketing, and distribution of its products.

### **FACTUAL BACKGROUND**

20. All NutriNinja blenders, including the NutriNinja Blender that injured the Plaintiff, essentially have three components: a powered base unit which contains a high-speed motor (“power base”), a plastic cup-shaped container that holds ingredients to be blended (“cup”), and a plastic lid mounted with metal blades (“blade base”), which screws into the cup and is energized by the base.

21. During the normal, as-directed use of a NutriNinja blender, a consumer puts cool or room temperature food into the plastic “bullet” cup. Once the cup is secured to the blade assembly and placed onto the unit’s base, the user is able to run the blender by pressing down on the cup. The blades then rotate, creating friction as they cut and chop the cup’s contents, which in turn causes the contents to heat up.

22. As the temperature rises inside the cup, the pressure from the frictional energy also rises. The temperature can get so hot that the pressure inside the cup forces the cup to separate from the blade while the blender is still running. This can cause the hot contents of the cup to explosively project outward without warning, landing on anyone and anything nearby.

23. Even if the cup does not separate from the blender while in use, the user is still at risk. If the contents of the cup are hot and under pressure when the cup is opened, the hot contents can again be explosively ejected onto the user, causing severe burns, as it did to the Plaintiff in this case.



24. The NutriNinja blenders have been manufactured such that consumers cannot safely use them in the intended manner without risk of the NutriNinja blenders exploding which may result in physical injury or property damage.

25. There is no pressure relief built into the plastic cup other than unscrewing the lid.

26. Furthermore, there are no indicators for pressure build-up expect for resistance upon twisting the lid. The consumer lacks any obvious way to judge the danger of or the amount of pressure and heat buildup without handling the cup directly, thereby exposing the consumer to the release of hot contents or the blade base itself.

27. By reason of the forgoing acts or omissions, the above-named Plaintiff and/or her family purchased their NutriNinja blender with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of blending.

28. Plaintiff used her NutriNinja blender for its intended purpose of preparing meals for herself and/or family and did so in a manner that was reasonable and foreseeable by Defendant.

29. However, the aforementioned NutriNinja blender was defectively designed and manufactured by Defendants in that its plastic cup could explosively separating from the blade base during the normal, directed use of the NutriNinja

blender, allowing its scalding hot contents to be forcefully ejected onto consumer such as the Plaintiff.

30. Defendant's NutriNinja blenders possess defects that make them unreasonably dangerous for their intended use by consumers because the plastic cup can explosively separate from the blade base.

31. Economic, safer alternative designs were available that could have prevented the NutriNinja blender's plastic cup from explosively separating from the blade base. Examples of such designs include, but are not limited to, the following examples:

- a. Designing the NutriNinja blender with pressure relief built into the plastic cup other than unscrewing the lid; and
- b. Designing the NutriNinja blender with indicators for pressure build-up within the plastic cup.

32. Defendants knew or should have known that its NutriNinja blenders possessed defects that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendants continue to ignore and/or conceal its knowledge of these defects from the general public and continues to generate a substantial profit from the sale of its NutriNinja blenders, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like them.

33. As a direct and proximate result of Defendants intentional concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, its failure to remove a product with such defects from the stream of commerce, and its negligent design of such products, Plaintiff used an unreasonably dangerous blender, which resulted in significant and painful bodily injuries.

34. Consequently, the Plaintiff in this case seeks damages resulting from the use of Defendant's blender as described above, which has caused the Plaintiff to suffer from serious bodily injuries, medical expenses, physical pain, mental anguish, diminished enjoyment of life, and other damages.

### **CLAIMS FOR RELIEF**

#### **COUNT I** **STRICT LIABILITY**

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

36. At the time of Plaintiff's injuries, Defendant's blenders were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

37. Defendant's blenders were in the same or substantially similar condition as when they left the possession of the Defendant.

38. Plaintiff did not misuse or materially alter the blender.

39. The blenders did not perform as safely as an ordinary consumer would have expected them to perform when used in a reasonably foreseeable way.

40. The blenders did not perform as safely as an ordinary consumer would have expected them to perform when used in a reasonably foreseeable way. Defendant is strictly liable to Plaintiff for design defects because the risks inherent in the subject blender's design outweigh its utility, particularly given the availability of feasible, safer alternative designs that would not impair the blender's functionality. Thus, under Georgia law, the subject blender is defective in its design. Specifically:

- a. The blenders designed, manufactured, sold, and supplied by Defendant were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers;
- b. The seriousness of the potential burn injuries resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;
- c. Defendant failed to properly market, design, manufacture, distribute, supply, and sell the blenders, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendant failed to warn and place adequate warnings and instructions on the blenders;
- e. Defendant failed to adequately test the blenders; and
- f. Defendant failed to market an economically feasible alternative design, despite the existence of economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

41. Defendant also marketed the subject blender in a defective manner in that Defendant failed to effectively warn or inform consumers of the unreasonably dangerous properties of the subject blender and methods by which consumers, such as the Plaintiff, could guard and/or mitigate such dangers.

42. Upon information and belief, but without the benefit of fact discovery and pleading in the alternative as specifically allowed by Fed R. Civ. P. 8(d), the design and warning defects alleged above were the proximate cause of Plaintiff's injuries and damages, but those injuries and damages were or may have also been the result of manufacturing defects in the subject blender which rendered the blender unreasonably dangerous, and not reasonably safe, for its intended use, in that as fabricated and manufactured by Defendant, the blender and its related components were made of materials, or in such dimensions, that they lost the integrity of their connection and seal so as to allow the pressurized top to explode and fly off the blender along with the blender hot contents.

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

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

**COUNT II**  
**NEGLIGENCE**

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

45. Defendant had a duty of reasonable care to design, manufacture, market, and sell non-defective blenders that are reasonably safe for their intended uses by consumers, such as Plaintiff and her family. Defendant also had a duty to adequately warn of dangers posed by a product's design. These duties applied to the subject blender at issue in this case.

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

47. Defendant was negligent in the design, manufacture, advertising, warning, marketing and sale of its blenders in that, among other things, they:

- a. Failed to use due care in designing and manufacturing the blenders to avoid the aforementioned risks to individuals;
- b. Placed an unsafe product into the stream of commerce;
- c. Aggressively over-promoted and marketed its blenders through television, social media, and other advertising outlets; and
- d. Were otherwise careless or negligent.

48. Despite the fact that Defendant knew or should have known that consumers were able to remove the lid while the Blenders were still pressurized, Defendants continued to market (and continue to do so) its blenders to the general public.

49. Defendant was additionally negligent in that it failed to give adequate or proper warnings or instructions, and failed to make appropriate post-sale marketing efforts to prevent known incidents, such as the one detailed herein.

**WHEREFORE**, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF FITNESS**  
**FOR A PARTICULAR PURPOSE**

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

51. Defendant manufactured, supplied, and sold its blenders with an implied warranty that they were fit for the particular purpose of blending quickly, efficiently and safely.

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

53. Defendant's blenders were not fit for the particular purpose as a safe means of blending, due to the unreasonable risks of bodily injury associated with their use.

54. The Plaintiff in this case reasonably relied on Defendant's representations that its blenders were a quick, effective and safe means of blending.

55. Defendant's breach of the implied warranty of fitness for a particular purpose was the direct and proximate cause of Plaintiff's injuries and damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

**COUNT IV**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

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

57. At the time Defendant marketed, distributed and sold its blenders to the Plaintiff in this case, Defendant warranted that its blenders were merchantable and fit for the ordinary purposes for which they were intended.

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



59. Defendant's blenders were not merchantable and fit for their ordinary purpose, because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.

60. The Plaintiff in this case and/or her family purchased and used the blender with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of blending.

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

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

### **DAMAGES**

62. Plaintiff seeks damages from Defendant for past, present, and future medical bills and expenses, and other necessary expenses resulting from her incident-related injuries in amounts to be shown by the evidence adduced at trial.

63. Plaintiff seeks damages from Defendant for all past, present, and future pain and suffering resulting from her incident-related injuries, in an amount as determined by the enlightened conscience of the jury, including all past, present, and future mental and emotional pain and suffering resulting from her incident-related

injuries, in amounts to be determined by the enlightened conscience of the jury based upon the evidence adduced at trial.

64. Plaintiff seeks damages from Defendant for the loss of full enjoyment of life, scarring and disfigurement she has suffered and will continue to suffer as a proximate cause of the incident and the injuries sustained therein, in an amount to be determined by the enlightened conscience of the jury based upon the evidence adduced at trial.

65. Plaintiff seeks a recovery of punitive damages from Defendant as described more fully above in an amount that will effectuate the societal function of punishing and deterring misconduct, but which comports with the Constitutions of the United States and the State of Georgia.

### **PRAYER FOR RELIEF**

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

- a. judgment for Plaintiff and against Defendant;
- b. damages to compensate Plaintiff for his injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant's blenders;

- c. pre and post judgment interest at the lawful rate;
- d. punitive damages on all applicable Counts as permitted by the law;
- e. a trial by jury on all issues of the case;
- f. an award of attorneys' fees; and
- g. for any other relief as this Court may deem equitable and just, or that may be available under the law of another forum to the extent the law of another forum is applied, including but not limited to all reliefs prayed for in this Complaint and in the foregoing Prayer for Relief.

Respectfully submitted,

**CONLEY GRIGGS PARTIN, LLP**

Date: July 22, 2022

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