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17 **UNITED STATES DISTRICT COURT**
18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 **CHRISTINA MCGREW, an**
20 **individual,**

21 **Plaintiff,**

22 **v.**

23 **SHARKNINJA OPERATING, LLC, a**
24 **Massachusetts Limited Liability**
25 **Company,**

26 **Defendant.**

Case No.: **'23CV1503 AJB KSC**

COMPLAINT AND DEMAND FOR
JURY TRIAL

1. Strict Products Liability
2. Negligent Products Liability
3. Breach of Implied Warranty of Merchantability
4. Breach of Implied Warranty of Fitness for a Particular Purpose

27 Plaintiff, **CHRISTINA MCGREW** (hereafter referred to as "Plaintiff"), by and
28 through her undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW,**
P.C., hereby submits the following Complaint and Demand for Jury Trial against
Defendant **SHARKNINJA OPERATING, LLC** (hereafter referred to as "Defendant

1 SharkNinja” or “Defendant”) alleges the following upon personal knowledge and belief,
2 and investigation of counsel:

3 **NATURE OF THE CASE**

4 1. This is a product liability action seeking recovery for substantial personal
5 injuries and damages suffered by Plaintiff after Plaintiff was seriously injured by a
6 “Ninja Foodie” pressure cooker (hereafter generally referred to as “pressure cooker(s”).

7 2. Defendant SharkaNinja Operating, LLC manufactures, markets, imports,
8 distributes and sell a wide-range of consumer products, including the subject “Ninja
9 Foodie” pressure cooker at issue in this case.

10 3. On or about August 28, 2021, Plaintiff suffered serious and substantial burn
11 injuries as the direct and proximate result of the pressure cooker’s lid suddenly and
12 unexpectedly exploding off the pressure cooker’s pot during the normal, directed use
13 of the pressure cooker, allowing its scalding hot contents to be forcefully ejected from
14 the pressure cooker and onto Plaintiff.

15 4. As a direct and proximate result of Defendant’s conduct, the Plaintiff in this
16 case incurred significant and painful bodily injuries, medical expenses, wage loss,
17 physical pain, mental anguish, and diminished enjoyment of life.

18 **THE PARTIES**

19 5. Plaintiff is a resident of the City of El Cajon, County of San Diego, State of
20 California.

21 6. Defendant SharkNinja designs, manufacturers, markets, imports, distributes
22 and sells a variety of consumer products, including the subject “Ninja Foodie” pressure
23 cookers.

24 7. Defendant SharkNinja designs, manufacturers, markets, imports, distributes
25 and sells a variety of consumer products, including the subject Ninja Blender.
26 Defendant SharkNinja is a Massachusetts Limited Liability Corporation incorporated
27 in the State of Delaware and has a principal place of business located at 89 A St. # 100,
28 Needham, MA 02494. Defendant SharkNinja has a registered service address

1 Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

2 8. At the time of the initiation of this lawsuit, the sole member of SharkNinja
3 Operating, LLC was EP Midco, LLC, a Massachusetts Limited Liability Company
4 created and organized under the law of the State of Delaware and located at 89 A St.
5 # 100, Needham, MA 02494.

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

8 **JURISDICTION AND VENUE**

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

13 11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 all or a substantial
14 part of the events or omissions giving rise to this claim occurred in this district.

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

19 **FACTUAL BACKGROUND**

20 13. Defendant SharkNinja is engaged in the business of designing, manufacturing,
21 warranting, marketing, importing, distributing and selling the pressure cookers at
22 issue in this litigation.

23 14. Defendant SharkNinja warrants, markets, advertises and sell its pressure
24 cookers as a means to cook “easy” and “convenient” allowing consumers to “cook 70%
25 faster than traditional cooking method[s].”¹

26 15. Defendant SharkaNinja boasts that its pressure cookers have “14 safety
27

28 ¹ <https://www.ninjakitchen.com/pressure-cookers/> (last accessed August 11, 2023)

1 features,”² which purport to keep the user safe while cooking.

2 16. For example, according to the Owner’s Manual accompanying the individual
3 unit sold, the pressure cookers are equipped with a “safety feature” that prevents the
4 lid from unlocking until “the unit is completely depressurized.”³

5 17. By reason of the forgoing acts or omissions, the above-named Plaintiff and/or
6 her family purchased the pressure cooker with the reasonable expectation that it was
7 properly designed and manufactured, free from defects of any kind, and that it was
8 safe for its intended, foreseeable use of cooking.

9 18. On or about August 28, 2021, Plaintiff was using the pressure cooker designed,
10 manufactured, marketed, imported, distributed and sold by Defendant SharkNinja for
11 its intended and reasonably foreseeable purpose of cooking.

12 19. While the pressure cooker was in use for cooking, the pressure cooker’s lid
13 unexpectedly and suddenly blew off the pot in an explosive manner. The contents of
14 the pressure cooker were forcefully ejected out of the pot and onto Plaintiff, causing
15 severe, disfiguring burns.

16 20. Plaintiff and her family used the pressure cooker for its intended purpose of
17 preparing meals and did so in a manner that was reasonable and foreseeable by the
18 Defendant SharkNinja.

19 21. However, the aforementioned pressure cooker was defectively and negligently
20 designed and manufactured by Defendant SharkNinja in that it failed to properly
21 function as to prevent the lid from being removed with normal force while the unit
22 remained pressurized, despite the appearance that all the pressure had been released,
23 during the ordinary, foreseeable and proper use of cooking food with the product;
24 placing the Plaintiff, her family, and similar consumers in danger while using the
25

26 _____
27 ² *Id.*

28 ³ Attached hereto as “Exhibit A” and incorporated by reference is the “Ninja Foodi 10-
in-1 8 Qt XL Pressure Cooker O300 Series” Owner’s Manual. *See*, e.g. pgs. 15, 23.

1 pressure cookers.

2 22. Defendant SharkNinja’s pressure cookers possess defects that make them
3 unreasonably dangerous for their intended use by consumers because the lid can be
4 rotated and opened while the unit remains pressurized.

5 23. Further, Defendant SharkNinja’s representations about “safety” are not just
6 misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly
7 in harm’s way.

8 24. Economic, safer alternative designs were available that could have prevented
9 the pressure cooker’s lid from being rotated and opened while pressurized.

10 25. As a direct and proximate result of Defendant SharkNinja’s intentional
11 concealment of such defects, its failure to warn consumers of such defects, its negligent
12 misrepresentations, its failure to remove a product with such defects from the stream
13 of commerce, and its negligent design of such products, Plaintiff used an unreasonably
14 dangerous pressure cooker, which resulted in significant and painful bodily injuries.

15 26. Consequently, the Plaintiff in this case seeks compensatory damages resulting
16 from the use of Defendant SharkNinja’s pressure cooker as described above, which has
17 caused the Plaintiff to suffer from serious bodily injuries, medical expenses, lost wages,
18 physical pain, mental anguish, diminished enjoyment of life, and other damages.

19 **FIRST CAUSE OF ACTION**

20 **STRICT PRODUCTS LIABILITY**

21 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST SHARKNINJA
22 OPERATING, LLC, ALLEGES AS FOLLOWS:

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

25 28. At the time of Plaintiff’s injuries, Defendant’s pressure cookers were defective
26 and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

27 29. Defendant’s pressure cookers were in the same or substantially similar
28 condition as when they left the possession of the Defendant.

1 30. Plaintiff and her family did not misuse or materially alter the pressure cooker.

2 31. The pressure cookers did not perform as safely as an ordinary consumer would
3 have expected them to perform when used in a reasonably foreseeable way.

4 32. Further, a reasonable person would conclude that the possibility and serious of
5 harm outweighs the burden or cost of making the pressure cookers safe. Specifically:

6 a. The pressure cookers designed, manufactured, sold, and supplied by
7 Defendant were defectively designed and placed into the stream of
8 commerce in a defective and unreasonably dangerous condition for
9 consumers;

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

13 c. Defendant failed to properly market, design, manufacture, distribute,
14 supply, and sell the pressure cookers, despite having extensive knowledge
15 that the aforementioned injuries could and did occur;

16 d. Defendant failed to warn and place adequate warnings and instructions
17 on the pressure cookers;

18 e. Defendant failed to adequately test the pressure cookers; and

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

22 33. At the time of Plaintiff's injuries, Defendants' pressure cookers were defective
23 and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

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

26 **WHEREFORE**, Plaintiff demands judgment against Defendant for and
27 punitive damages according to proof, together with interest, costs of suit, attorneys'
28 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right

1 to amend the complaint to seek punitive damages if and when evidence or facts
2 supporting such allegations are discovered.

3 **SECOND CAUSE OF ACTION**

4 **NEGLIGENT PRODUCTS LIABILITY**

5 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST SHARKNINJA
6 OPERATING, LLC, ALLEGES AS FOLLOWS:

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

9 36. Defendant had a duty of reasonable care to design, manufacture, market, and
10 sell non-defective pressure cookers that are reasonably safe for its intended uses by
11 consumers, such as Plaintiff and her family.

12 37. Defendant failed to exercise ordinary care in the manufacture, sale, warnings,
13 quality assurance, quality control, distribution, advertising, promotion, sale and
14 marketing of its pressure cookers in that Defendant knew or should have known that
15 said pressure cookers created a high risk of unreasonable harm to the Plaintiff and
16 consumers alike.

17 38. Defendant was negligent in the design, manufacture, advertising, warning,
18 marketing and sale of its pressure cookers in that, among other things, it:

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

25 39. Despite the fact that Defendant knew or should have known that consumers
26 were able to remove the lid while the pressure cookers were still pressurized,
27 Defendant continued to market (and continue to do so) its pressure cookers to the
28 general public.

1 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right
2 to amend the complaint to seek punitive damages if and when evidence or facts
3 supporting such allegations are discovered.

4 **FOURTH CAUSE OF ACTION**

5 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR**
6 **PURPOSE**

7 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST SHARKNINJA
8 OPERATING, LLC, ALLEGES AS FOLLOWS:

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

11 48. Defendant manufactured, supplied, and sold its pressure cookers with an
12 implied warranty that they were fit for the particular purpose of cooking quickly,
13 efficiently and safely.

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

16 50. Defendant's pressure cookers were not fit for the particular purpose as a safe
17 means of cooking, due to the unreasonable risks of bodily injury associated with its
18 use.

19 51. Plaintiff reasonably relied on Defendant's representations that its pressure
20 cookers were a quick, effective and safe means of cooking.

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

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

28

INJURIES & DAMAGES

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2 53. As a direct and proximate result of Defendant’s negligence and wrongful
3 misconduct as described herein, Plaintiff has suffered and will continue to suffer
4 physical and emotional injuries and damages including past, present, and future
5 physical and emotional pain and suffering as a result of the incident. Plaintiff is
6 entitled to recover damages from Defendant for these injuries in an amount which
7 shall be proven at trial.

8 54. As a direct and proximate result of Defendant’s negligence and wrongful
9 misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the
10 loss of full enjoyment of life and disfigurement as a result of the incident. Plaintiff is
11 entitled to recover damages for loss of the full enjoyment of life and disfigurement from
12 Defendant in an amount to be proven at trial.

13 55. As a direct and proximate cause of Defendant’s negligence and wrongful
14 misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for
15 medical care and treatment, as well as other expenses, as a result of the severe burns
16 she suffered as a result of the incident. Plaintiff is entitled to recover damages from
17 Defendant for his past, present and future medical and other expenses in an amount
18 which shall be proven at trial.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff demands judgment against the Defendant as follows:

- 21 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 22 B. That judgment be entered in favor of the Plaintiff and against Defendant on
- 23 all of the aforementioned claims and issues;
- 24 C. That Plaintiff recover all damages against Defendant, general damages and
- 25 special damages, including economic and non-economic, to compensate the
- 26 Plaintiff for her injuries and suffering sustained because of the use of the
- 27 Defendants’ defective pressure cooker;
- 28 D. That all costs be taxed against Defendant;

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- E. That prejudgment interest be awarded according to proof;
- F. That Plaintiff be awarded attorney’s fees to the extent permissible under Federal and California law; and
- G. That this Court awards any other relief that it 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.

Dated: August 15, 2023

HARLAN LAW, P.C

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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.

Dated: August 15, 2023

JOHNSON BECKER, PLLC

By /s/ Jordon Harlan, Esq
Jordon Harlan, Esq. (CA #273978)

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