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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

MARIE JENKINS, an individual;

Plaintiff,

vs.

NUTRIBULLET, L.L.C., a California
Limited Liability Company, CAPITAL
BRANDS, L.L.C., a California Limited
Liability Company, HOMELAND
HOUSEWARES, L.L.C., a California
Limited Liability Company, CALL TO
ACTION, L.L.C., a California Limited
Liability Company, NUTRILIVING,
L.L.C., and DOES 1 through 10,
inclusive,

Defendants

Case No.:

COMPLAINT FOR DAMAGES

- 1. Negligence**
- 2. Strict Liability – Failure to Warn**
- 3. Strict Liability – Manufacturing Defect**
- 4. Strict Liability – Design Defect**
- 5. Breach of Implied Warranty of Merchantability**
- 6. Unfair Competition in Violation of Bus. & Prof. Code 17200, et seq.**

DEMAND FOR JURY TRIAL

Comes now Plaintiff Marie Jenkins and hereby alleges as follows:

1 **PARTIES**

2 1. Plaintiff Marie Jenkins (“Plaintiff”) was and at all relevant times
3 hereto is an individual person and resident of Henrico County, Virginia.

4 2. **Defendants**

5 a. Defendant NUTRIBULLET, L.L.C., is a California Limited Liability
6 Corporation with its principal office in Los Angeles, California. Defendant
7 NUTRIBULLET, L.L.C., is in the business of and did design, develop, formulate,
8 manufacture, test, package, promote, label, advertise, market, instruct on, warn
9 about, distribute, supply and/or sell products and blenders marketed under the
10 NutriBullet and MagicBullet brand names, and other substantially similar Bullet
11 products, amongst other brands. These products are intended for use as household
12 blenders.

13 b. Defendant CAPITAL BRANDS, L.L.C., is a California Limited
14 Liability Company, with its principal office in Los Angeles, California. Defendant
15 CAPITAL BRANDS, L.L.C., is in the business of and did design, develop,
16 formulate, manufacture, test, package, promote, label, advertise, market, instruct
17 on, warn about, distribute, supply and/or sell products and blenders marketed under
18 the NutriBullet and MagicBullet brand names, amongst other brands. These
19 products are intended for use as household blenders.

20 c. Defendant HOMELAND HOUSEWARES, L.L.C., is a California
21 Limited Liability Company, with its principal office in Los Angeles, California.
22 Defendant HOMELAND HOUSEWARES, L.L.C., is in the business of and did
23 design, develop, formulate, manufacture, test, package, promote, label, advertise,
24 market, instruct on, warn about, distribute, supply and/or sell products and blenders
25 marketed under the NutriBullet and MagicBullet brand names, amongst other
26 brands. These products are intended for use as household blenders.

27 d. Defendant CALL TO ACTION, L.L.C., is a California Limited
28 Liability Company, with its principal office in Los Angeles, California. CALL TO

1 ACTION, L.L.C., is in the business of and did design, develop, formulate,
2 manufacture, test, package, promote, label, advertise, market, instruct on, warn
3 about, distribute, supply and/or sell products and blenders marketed under the
4 NutriBullet and MagicBullet brand names, amongst other brands. These products
5 are intended for use as household blenders.

6 e. Defendant NUTRILIVING, L.L.C., is a California Limited Liability
7 Company, with its principal office in Los Angeles, California. Defendant
8 NUTRILIVING, L.L.C., is in the business of and did design, develop, formulate,
9 manufacture, test, package, promote, label, advertise, market, instruct on, warn
10 about, distribute, supply and/or sell products and blenders marketed under the
11 NutriBullet and MagicBullet brand names, amongst other brands. These products
12 are intended for use as household blenders.

13 Collectively, NUTRIBULLET, L.L.C., a California Limited Liability
14 Company, CAPITAL BRANDS, L.L.C., a California Limited Liability Company,
15 HOMELAND HOUSEWARES, L.L.C., a California Limited Liability Company,
16 CALL TO ACTION, L.L.C., a California Limited Liability Company,
17 NUTRILIVING, L.L.C., a California Limited Liability Company, shall be referred
18 to as “Defendants” or “All Defendants” herein.

19 3. The true names, identities and capacities of those defendants
20 designated as DOES 1 through 10, inclusive, and each of them, are unknown to
21 Plaintiff, who sue said defendants by such fictitiously designated names. Plaintiff
22 is informed and believe and, on the basis thereof, allege that each of the
23 Defendants designated herein as a DOE was a California resident and in some way
24 was legally responsible for the events herein alleged. Plaintiff will seek leave of
25 Court to set forth the true names, identities and capacities of defendants designated
26 as DOES 1 through 10, inclusive, when same has been ascertained. References to
27 “Defendants” or “All Defendants” herein include the Defendants listed in
28 Paragraph 2, above, in addition to DOES through 10, inclusive.

1 4. Plaintiff is informed and believe and on the basis thereof alleges
2 Defendants and DOES 1 through 10, inclusive, and each of them were responsible
3 for the design, manufacturing, development, research, testing, inspection,
4 packaging, mass- production, advertisement, promotion, supply, distribution, sale,
5 delivery, instructions on, warnings about, and labeling of NutriBullet blenders,
6 including the blender which injured Plaintiff as described herein.

7 **JURISDICTION AND VENUE**

8 7. This Court has jurisdiction over this controversy pursuant to Code of Civil
9 Procedure section 410.10 and the amount in controversy exceeds the \$25,000.00 minimum
10 jurisdictional requirement, exclusive of costs and attorney's fees.

11 8. Venue is appropriate in this County because Defendant NUTRIBULLET, LLC is a
12 limited liability company, originating and operating out of the County of Los Angeles, State of
13 California. All of its managers, members and agents operate out of Defendant NUTRIBULLET,
14 LLC's principal place of business at 11755 Wilshire Boulevard, Suite 1200, Los Angeles,
15 California 90025. Venue is also proper because that is where some of the unlawful acts which
16 caused Plaintiffs' harm took place, specifically the designing, developing, formulating,
17 manufacturing, testing, packaging, promoting, labeling, advertising, marketing, instructing on,
18 warning about, distributing, supplying and/or selling products and blenders marketed under the
19 NutriBullet and MagicBullet brand names, amongst other brands.

20 **GENERAL ALLEGATIONS**

21 7. This action arises from Plaintiff Marie Jenkins's use of Defendants'
22 defective product, the Nutribullet Rx blender, which resulted in serious injuries to
23 Plaintiff's body.

24 8. Plaintiff purchased the NutriBullet blender in 2014 for home use.
25 Plaintiff purchased the NutriBullet blender for the purpose of preparing healthier
26 meals and food, after observing Defendants' advertising and marketing efforts.
27 Defendants regularly tout the health benefits of using a NutriBullet blender on the
28 NUTRiLiving website (<http://www.nutriliving.com>).

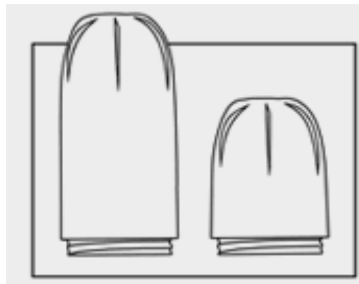
1 9. On July 14, 2016, Plaintiff was using the NutriBullet to prepare a fruit
2 and vegetable smoothie. The ingredients were a handful of spinach, one banana,
3 five – six strawberries, ten – twelve blueberries, and one cup of water. The water
4 was cool, and the produce was all refrigerated until immediately prior to use.

5 10. All NutriBullet blenders, including the one used by Plaintiff, have
6 three components: a powered base unit which contains a high-speed motor (“base”)
7 (Figure 1), a plastic cup-shaped container that holds ingredients to be blended
8 (“canister”) (figure 2), and a plastic lid mounted with metal blades (“blade
9 assembly”) (Figure 3), which screws into the cup and is energized by the base.

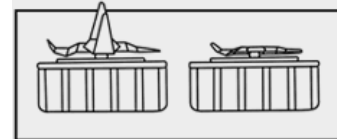
10 *Figure 1*



10 *Figure 2*



10 *Figure 3*



16 a. On or around March 23, 2004, a design patent (no. D487,668)
17 was issued for a “blender and canister set.” Leonard “Lenny” Sands was named as
18 the inventor, and the patent was assigned to Lohan Media LLC.

19 b. On or around January 26, 2004, a Design Patent Assignment
20 was executed which transferred Lohan Media, LLC’s interest in patent no.
21 D487,668 (then identified under Design Patent Application No. 29/185,182) to
22 Homeland Housewares, LLC.

23 c. Between January 11, 2005 and February 17, 2009, several
24 design patents (nos. D500,633; D501,759; D517,862; D519,321; D521,802;
25 D532,255; D544,427; and D586,620) were issued for items described as “mugs,”
26 “blender base and containers,” and “mug with ring.” Leonard “Lenny” Sands was
27 named as the inventor, and the patents were assigned to Homeland Housewares,
28

1 LLC¹.

2 d. On or around June 19, 2012, Homeland Housewares, LLC
3 registered a trademark for the trademark “Nutri Bullet” (serial no. 852,15434).

4 e. Homeland Housewares, LLC and Defendant Nutribullet, LLC
5 are wholly owned subsidiaries of Capital Brands, LLC, a California limited
6 liability company. Capital Brands, LLC is a privately-owned company and not
7 publicly traded or listed. At all relevant times, Defendant Nutribullet, LLC worked
8 in concert with Homeland Housewares, LLC and Capital Brands, LLC with one
9 another and/or as each other’s agents in connection with NutriBullet blenders.

10 11. After the blade assembly is screwed onto the cup, the cup and the
11 blade assembly is then inverted and pressed down into the power base, which
12 initiates the movement of the blades affixed to the lid. If the cup and blade
13 assembly is twisted while on the power base, plastic tabs on the assembly will lock
14 it in place on the power base, creating an open electrical circuit to allow the high-
15 speed motor to operate the blades. Twisting of the assembly in the opposite
16 direction should bring the motor to a stop, release the assembly and disengage the
17 motor.

18 12. Each NutriBullet blender, including the NutriBullet 600 blender,
19 comes with a User Guide and Recipe Book, which encourage use of various
20 ingredients, and contains recipes and instructions for making hot recipes, including
21 soups, with the blender.

22 13. On July 14, 2016, Plaintiff was using the NutriBullet to make a
23 smoothie. Plaintiff blended the ingredients until the Nutribullet Rx automatically
24 turned off. As the blender ran, the friction and resulting heat from the rapidly
25 spinning blades caused the pressure in the canister to build up. Plaintiff removed
26 the canister from the motor base. Plaintiff began to unscrew the blade assembly
27

28 ¹ See <https://www.nutribullet.com/patents.html> (as of April 9, 2018).

1 from the canister. As Plaintiff removed the blade assembly from the canister, the
2 canister projected upwards toward the ceiling while the blade assembly remained
3 in her hand. The contents of the canister erupted all over Plaintiff's body,
4 specifically her chest, neck, face, and right eye, causing serious burn injuries.

5 14. Several hours after the incident, in the early morning hours of July 15,
6 2016, Plaintiff's daughter took her to the emergency room at Virginia
7 Commonwealth University Hospital, where she received treatment for her burns.

8 15. The eruption of the contents from the canister left Plaintiff's face,
9 neck, chest and arms covered in extremely hot liquid, causing significant burns, a
10 great deal of pain and suffering, and residual scarring. Plaintiff's skin suffered
11 from severe depigmentation as a result of the burns. Plaintiff has scarring on her
12 chest as a result of the explosion.

13 16. Defendants have been aware of the dangers and risk of injuries to its
14 users caused by NutriBullet blenders since at least 2011, but no later than at least
15 August 2014, specifically, that the blade assembly can forcefully separate from the
16 canister, and that the canister can explode, both when it is affixed to the base and
17 when it is not affixed to the base. Plaintiff were never informed by Defendants of
18 the risk of severe bodily injury associated with using a NutriBullet blender.

19 a. The Nutribullet blenders are all based on the same design and
20 the various models are substantially similar to one another, and have, in some
21 form, been available in the marketplace since 2004. The substantially similar
22 Nutribullet blender models include, but are not limited to: the MagicBullet,
23 MagicBullet Mini, Nutribullet Original (600/ NB-101), NutriBullet Pro 900, the
24 NutriBullet Prime, NutriBullet Sport, Nutribullet Rx, Nutribullet University Pro,
25 Baby Bullet, Veggie Bullet, Party Bullet, NutriBullet Select, NutriBullert Lean,
26 NutriBullet Max, NutriBullet Balance, NutriBullet 1000 and NutriBullet 1200
27 (collectively "the NutriBullet blenders").
28

1 b. The NutriBullet blenders all have a closed canister, similar
2 blade configuration, and similar power base to the blender which is at issue in this
3 litigation. All of the NutriBullet blenders use a closed canister and have a
4 blender/extractor-style blade like that of the NutriBullet blender at issue and
5 relating to the alleged product defect herein. Accordingly, all Nutribullet blenders
6 have a substantially similar design.

7 c. The design, testing, analysis and complaints regarding defects
8 and injuries arising therefrom of the Nutribullet blender that is the subject of this
9 litigation is substantially similar to the NutriBullet blenders that have been on the
10 marketplace for almost fifteen (15) years.

11 17. Defendants became aware of the risk of injuries associated with their
12 very similar product existing under the same set of patents as Plaintiff' blender, the
13 Magic Bullet blender. In a report published on SaferProducts.gov in 2011, a Magic
14 Bullet consumer described injuries she suffered when she was blending hot sweet
15 potatoes with his Magic Bullet blender. The consumer report stated that when the
16 user began to unscrew the lid of the Magic Bullet blender, the contents exploded in
17 a six-foot radius around his kitchen, causing burns and other injuries. As set forth
18 in the report, this Magic Bullet blender consumer personally contacted Defendant
19 Homeland Housewares, LLC, and the parent company for Defendant NutriBullet,
20 LLC, on October 20, 2011. The report was sent by Defendant Homeland
21 Housewares, LLC, to the Consumer Product Safety Commission in October 2011.
22 Accordingly, Defendants fraudulently concealed and intentionally failed to
23 disclose to Plaintiff the defective nature of the NutriBullet blenders, including the
24 Nutribullet blender model at issue herein, in violation of common law.
25 Additionally, other similar prior incidents were either widely-covered in the media
26 or published on Saferproducts.gov:

27 a. On January 31, 2014, a Nutribullet user in Palmdale, California,
28 filed a lawsuit against Defendant alleging that she suffered severe burns when her

1 Nutribullet blender unexpectedly exploded on October 21, 2013. Defendant
2 Nutribullet responded to the lawsuit and participated in the litigation, putting
3 Defendants on notice of the risk of injuries of this type and mechanism caused by
4 its products.

5 b. In a report published on SaferProducts.gov in January 2015, 45-
6 year-old woman describes that in August 2014, she suffered second- or third-
7 degree burns on his face, forehead and neck when his NutriBullet exploded while
8 blending.

9 c. In July 2015, a woman in England suffered burn injuries to her
10 face after her NutriBullet blender malfunctioned. This incident was widely
11 covered by the media, and a NutriBullet representative made a public statement
12 regarding this incident, indicating that NutriBullet had knowledge of this incident.

13 d. In a report published on SaferProducts.gov in January 2016, a
14 NutriBullet user described how they were unable to unscrew the canister of their
15 machine from the blade assembly due to pressure. Later that evening, the canister
16 exploded. Fortunately, the user suffered no injuries.

17 e. There are numerous reviews on Amazon.com for NutriBullet
18 blenders wherein the reviewer describes how the canister exploded during normal
19 use, often spraying hot food product onto the user. These reviews and the
20 incidents of explosion pre-date the explosion that is the subject of this lawsuit.

21 f. As early as May 2014, if not earlier, Defendants received
22 complaints of dangerous explosions involving product defects, specifically over-
23 pressurization of Nutribullet NB 101, another very similar product, canisters from
24 foreseeable uses, from customers. Defendant documented these complaints within
25 their internal databases, which have become available to Plaintiff through
26 litigation:

27 i. On May 5, 2014, a NutriBullet user in Oakdale,
28 Pennsylvania reported to NutriBullet's customer service department that his

1 machine exploded in his face when he was blending a smoothie of fruit, veggies,
2 granola, juice, hemp protein, hemp seed, coconut oil and coconut water.

3 ii. On June 13, 2014, a NutriBullet user in Sebastian,
4 Florida reported to NutriBullet's customer service department that her machine
5 exploded when she was blending a smoothie of warm coffee with coconut oil,
6 banana, peanut butter, cinnamon and ice.

7 iii. On June 13, 2014, a NutriBullet user in Baldwin, New
8 York reported to NutriBullet's customer service department that her machine
9 exploded when she was a smoothie of banana, mango, pineapple, orange juice,
10 yogurt and berries.

11 iv. On July 15, 2014, a NutriBullet user in Roslyn, New
12 York reported to NutriBullet's customer service department that the blade of their
13 NutriBullet cut her hand.

14 v. On August 20, 2014, a NutriBullet user in Commack,
15 New York returned their NutriBullet for inspection because of product defects.

16 vi. On November 15, 2014, a NutriBullet user in Wesley
17 Chappel, Florida reported to NutriBullet's customer service department that their
18 machine exploded while she was making soup. She stated to Nutribullet customer
19 service representatives that she was worried for her safety.

20 vii. On December 3, 2014, a NutriBullet user in Stone
21 Mountain, Georgia reported to NutriBullet's customer service department that her
22 machine exploded while she was making carrot juice.

23 viii. On April 11, 2015, a NutriBullet user in Providence,
24 Rhode Island reported to NutriBullet's customer service department that her
25 machine exploded while she was making a shake. NutriBullet replaced motor base,
26 blade and tall cup.

1 xi. On May 5, 2015, a NutriBullet user in Chatham, New
2 Jersey reported to NutriBullet's customer service department that her machine
3 exploded while she was making smoothie with frozen berries and milk.

4 x. On May 12, 2015, a NutriBullet user in Billerica,
5 Massachusetts reported to NutriBullet's customer service department that her
6 machine exploded when she was making a drink with berries, yogurt, juice, flax
7 seeds and chia seeds.

8 xi. On May 29, 2015, a NutriBullet user in Jackson, Florida
9 reported to NutriBullet's customer service department that her machine exploded
10 while she was using the blender.

11 xii. On June 9, 2015, a NutriBullet user in Saginaw,
12 Michigan reported to NutriBullet's customer service department that his
13 NutriBullet unit exploded and cut his finger when blade separated from motor.

14 xiii. On June 12, 2015, a NutriBullet user in Burleson, Texas
15 reported to NutriBullet's customer service department that his NutriBullet
16 exploded while he was making a smoothie.

17 xiv. On July 15, 2015, a NutriBullet user in Monroe, New
18 York reported to NutriBullet's customer service that their Nutribullet exploded
19 while using it.

20 xv. On July 30, 2015, a NutriBullet user in Los Angeles,
21 California reported to Nutribullet's customer service that her machine exploded
22 while she was blending a drink with ice cooler and juice.

23 xvi. On August 2, 2015, a NutriBullet user in Melrose Park,
24 Illinois reported to the NutriBullet's customer service that her machine exploded
25 when she was making carrot juice.

26 xvii. On September 9, 2015, a NutriBullet user in Brooklyn,
27 New York reported to the NutriBullet's customer service that her machine
28

1 exploded while she was making smoothie with fresh strawberries, juice and protein
2 powder.

3 xviii. On September 25, 2015, a NutriBullet user in Gladstone,
4 Oregon reported to the NutriBullet's customer service that her finger got cut while
5 her machine exploded.

6 xix. On September 13, 2015, a NutriBullet user in Manheim,
7 Pennsylvania reported to the NutriBullet's customer service that her NutriBullet
8 exploded and cut her hand.

9 xx. On October 22, 2015, a NutriBullet user in Spanaway,
10 Washington reported to NutriBullet's customer service that while using the
11 machine it exploded, and the cup hit her in the head.

12 xxi. On October 28, 2015, a NutriBullet user in Bartlett,
13 Illinois reported to NutriBullet's customer service that she cut her hand on the
14 xblade while trying to unscrew tight cup from attached blade.

15 xxii. On November 21, 2015, a NutriBullet user in Miami,
16 Florida reported to NutriBullet's customer service that her machine exploded after
17 being stuck on the motor base for a few days.

18 xxiii. On November 27, 2015, a NutriBullet user in Louisville,
19 Kentucky reported to NutriBullet customer service that her machine exploded
20 causing damage to one of her cabinets.

21 xxiv. On December 23, 2015, a NutriBullet user in Point
22 Pleasant Beach, New Jersey reported to the NutriBullet's customer service that
23 while she was making a blast, NutriBullet's proprietary name for a smoothie, the
24 cup came apart from the xblade and leaked liquid to the motor base.

25 xxv. On January 9, 2016, a NutriBullet user in West Palm
26 Beach, Florida reported to NutriBullet's customer service that while he was
27 making a drink the machine exploded, and cup hit his head.

28

1 xxvi. On January 17, 2016, a NutriBullet user in River Vale,
2 New Jersey reported to NutriBullet's customer services that only hours after
3 purchasing her machine, it exploded.

4 xxvii. On January 27, 2016, a NutriBullet user in Denver,
5 Colorado reported to NutriBullet's customer service that his machine exploded
6 while he was making a smoothie with kale, banana, berries and almond milk.

7 xxix. On January 27, 2016, a NutriBullet user in Milan,
8 Tennessee reported to NutriBullet customer service that machine exploded while
9 making a smoothie with greens, diced carrots and cranberry juice.

10 xxx. On February 8, 2016, a NutriBullet user in Pompano
11 Beach, Florida reported to NutriBullet customer service that she cut her finger after
12 her machine exploded.

13 xxxi. On February 12, 2016, a NutriBullet user in Bowie,
14 Maryland reported to NutriBullet's customer service that she cut her finger after
15 the machine exploded.

16 xxxii. On March 3, 2016, a NutriBullet user in Villa Rica,
17 Georgia reported to NutriBullet's customer service that her machine exploded
18 causing a hole through her roof.

19 xxxiii. On March 8, 2016, a NutriBullet user in Hensonville,
20 New York reported to NutriBullet that she cut her hand after her machine
21 exploded.

22 xxxiv. On March 23, 2016, a NutriBullet user in New York,
23 New York reported to NutriBullet customer service that while he was making a
24 drink with berries and water, his machine exploded causing the cup to hit his head.

25 xxxv. On April 4, 2016, a NutriBullet user in Brooklyn, New
26 York reported to NutriBullet customer service that her machine exploded after
27 while blending banana, strawberry, kale, mango and water.

28

1 xxxvi. On April 14, 2016, a NutriBullet user in Dayton, Ohio
2 reported to NutriBullet customer service that her machine exploded while making a
3 smoothie.

4 xxxvii. On April 27, 2016, a Nutribullet user in Ocoee, Florida
5 reported to NutriBullet customer service that while she was making a drink her
6 machine exploded.

7 xxxviii. On May 25, 2016, a NutriBullet user in Huntington,
8 New York reported to NutriBullet customer service that she was hit in the head
9 after her machine exploded.

10 xxxix. On June 8, 2016, a NutriBullet user in Miami, Florida
11 reported to NutriBullet's customer service that her machine exploded while she
12 was making a protein shake.

13 xl. On September 12, 2016, a NutriBullet user in Rochester,
14 New Hampshire reported to NutriBullet's customer service that she cut her hand
15 after her machine exploded while making a smoothie with frozen berries, leafy
16 greens, zucchini and vitamins.

17 xli. On September 16, 2016, a NutriBullet user from Merritt
18 Island, Florida reported to NutriBullet's customer service that his/her hand was cut
19 after machine exploded.

20 g. Abir Cohen Treyzon Salo, LLP, Plaintiff's counsel represents
21 other clients with claims against NutriBullet, who have or will file lawsuits against
22 NutriBullet for injuries they suffered when their NutriBullet blender(s) exploded:

23 i. On May 1, 2015, a NutriBullet Pro 900 Series user
24 suffered burns after their machine exploded.

25 ii. On December 24, 2015, a NutriBullet Pro 900 Series user
26 suffered burns after their machine exploded.

27 iii. On January 2016, a NutriBullet Pro 900 Series user
28 suffered burns after their machine exploded.

1 iv. On January 21, 2016, a NutriBullet Pro 900 Series user
2 suffered lacerations after their machine exploded.

3 v. On March 9th, 2016, a NutriBullet Pro 900 Series user
4 suffered burns after their machine exploded.

5 vi. On April 4, 2016, a NutriBullet 600 user suffered burns
6 after their machine exploded.

7 vii. On April 15, 2016, a NutriBullet user suffered burns after
8 their machine exploded.

9 viii. On June 14, 2016, a NutriBullet 600 user suffered
10 lacerations after their machine exploded.

11 ix. On July 11, 2016, a NutriBullet 600 user suffered
12 lacerations after their machine exploded.

13 x. In August 2016, a NutriBullet 600 user suffered burns
14 after their machine exploded.

15 xi. On August 1, 2016, a NutriBullet Pro 900 Series user
16 suffered lacerations after their machine exploded.

17 xii. On September 10, 2016, a NutriBullet Pro 900 Series
18 user suffered burns after their machine exploded.

19 xiii. On September 14, 2016, a NutriBullet Pro 900 Series
20 user suffered burns after their machine exploded.

21 xiv. On December 31, 2016, a NutriBullet Rx user suffered
22 burns after their machine exploded.

23 xv. On January 1, 2017, a NutriBullet user suffered
24 lacerations after their machine exploded.

25 xvi. On January 23, 2017, a NutriBullet Rx user suffered
26 lacerations after their machine exploded.

27 xvii. On January 28, 2017, a NutriBullet 600 user suffered
28 burns after their machine exploded.

1 xviii. On March 1, 2017, a NutriBullet user suffered burns after
2 their machine exploded.

3 xix. On March 21, 2017, a NutriBullet 600 user suffered
4 burns after their machine exploded.

5 xx. On April 10, 2017, a NutriBullet Pro 900 Series user
6 suffered burns after their machine exploded.

7 xxi. On April 20, 2017, a NutriBullet Rx user suffered burns
8 after their machine exploded.

9 xxii. On April 28, 2017, a NutriBullet 600 user suffered burns
10 after their machine exploded.

11 xxiii. On May 1, 2017, a NutriBullet Pro 900 Series user
12 suffered burns after their machine exploded.

13 xxiv. On May 1, 2017, a NutriBullet Pro 900 Series user
14 suffered burns after their machine exploded.

15 xxv. On May 1, 2017, a NutriBullet 600 user suffered
16 lacerations after their machine exploded.

17 xxvi. On May 3, 2017, a NutriBullet user suffered burns after
18 their machine exploded.

19 xxvii. On May 7, 2017, a NutriBullet user suffered lacerations
20 after their machine exploded.

21 xxviii. On May 27, 2017, a NutriBullet Pro 900 Series user
22 suffered burns after their machine exploded.

23 xxix. On May 30, 2017, a NutriBullet 600 user suffered burns
24 after their machine exploded.

25 xxx. On June 1, 2017, a NutriBullet user suffered burns after
26 their machine exploded.

27 xxxi. On June 1, 2017, a NutriBullet Pro 900 Series user
28 suffered burns after their machine exploded.

1 xxxii. On June 5, 2017, a NutriBullet Pro 900 Series user
2 suffered burns after their machine exploded.

3 xxxiii. On June 7, 2017, a NutriBullet Pro 900 Series user
4 suffered burns after their machine exploded.

5 xxxiv. On June 19, 2017, a NutriBullet Prime user suffered
6 burns after their machine exploded.

7 xxxv. On June 27, 2017, a NutriBullet 600 user suffered
8 lacerations after their machine exploded.

9 xxxvi. On June 28, 2017, a NutriBullet user suffered laceration
10 and fractured thumb after their machine exploded.

11 xxxvii. On June 30, 2017, a NutriBullet Prime user suffered
12 burns after their machine exploded.

13 xxxviii. On July 5, 2017, a NutriBullet Rx user suffered burns
14 after their machine exploded.

15 xxxix. On July 10, 2017, a NutriBullet 600 user suffered burns
16 after their machine exploded.

17 xl. On July 14, 2017, a NutriBullet user suffered burns after their
18 machine exploded.

19 xli. On July 19, 2017, a NutriBullet Pro 900 Series user suffered
20 burns after their machine exploded.

21 xlii. On August 1, 2017, a NutriBullet Pro 900 Series user
22 suffered burns after their machine exploded.

23 xliii. On August 16, 2017, a NutriBullet Pro 900 Series user
24 suffered burns and laceration after their machine exploded.

25 xliv. On August 16, 2017, a NutriBullet 600 user suffered burns
26 after their machine exploded.

27 xlv. On August 25, 2017, a NutriBullet Pro 900 Series user
28 suffered burns after their machine exploded.

1 xlvi. On September 11, 2017, a NutriBullet Pro 900 Series user
2 suffered lacerations after their machine exploded.

3 xlvii. On September 12, 2017, a NutriBullet 600 user suffered
4 lacerations and lost three teeth after their machine exploded.

5 xlviii. On September 20, 2017, a NutriBullet 600 user suffered
6 lacerations after their machine exploded.

7 xlix. On September 22, 2017, a NutriBullet Pro 900 Series
8 user suffered lacerations and broken finger after their machine exploded.

9 1. On October 7, 2017, a NutriBullet Pro 900 Series user
10 suffered burns after their machine exploded.

11 li. On October 7, 2017 a NutriBullet 600 user suffered burns
12 after their machine exploded.

13 lii. On October 28, 2017, a NutriBullet user suffered burns
14 after their machine exploded.

15 liii. On October 30, 2017, a NutriBullet user suffered burns
16 after their machine exploded.

17 liv. On November 4, 2017, a NutriBullet 600 user suffered
18 burns after their machine exploded.

19 lv. On November 4, 2017, a NutriBullet 600 user suffered
20 burns after their machine exploded.

21 lvi. On November 5, 2017, a NutriBullet user suffered
22 lacerations after their machine exploded.

23 lvii. On November 6, 2017, a NutriBullet 600 user suffered
24 burns after their machine exploded.

25 lviii. On November 8, 2017, a NutriBullet 600 user suffered
26 burns after their machine exploded.

27 lix. On November 15, 2017, a NutriBullet Rx user suffered
28 burns after their machine exploded.

1 lxi. On November 17, 2017, a NutriBullet 600 user suffered
2 lacerations after their machine exploded.

3 lxi. On November 19, 2017, a NutriBullet Pro 900 Series
4 user suffered burns after their machine exploded.

5 lxii. On November 25, 2017, a NutriBullet 600 user suffered
6 burns after their machine exploded.

7 lxiii. On November 30, 2017, a NutriBullet user suffered burns
8 after their machine exploded.

9 lxiv. On December 3, 2017, a NutriBullet 600 user suffered
10 lacerations after their machine exploded.

11 lxv. On December 18, 2017, a NutriBullet 600 user suffered
12 lacerations after their machine exploded.

13 lxvi. On December 23, 2017, a NutriBullet 600 user suffered
14 burns after their machine exploded.

15 lxvii. On December 23, 2017, a NutriBullet Pro 900 Series user
16 suffered burns after their machine exploded.

17 lxviii. On December 31, 2017 a NutriBullet user suffered burns
18 after their machine exploded.

19 lxix. On January 4, 2018, a NutriBullet user suffered burns
20 after their machine exploded.

21 lxx. On January 19, 2018, a NutriBullet Prime user suffered
22 burns after their machine exploded.

23 lxxi. On January 30, 2018, a NutriBullet Rx user suffered
24 burns after their machine exploded.

25 lxxii. On January 30, 2018, a NutriBullet user suffered burns
26 after their machine exploded

27 18. Notwithstanding its knowledge of the immediate and severe danger
28 posed by their products to consumers, Defendants failed to do anything about the

1 defective nature of the blender as to prevent the type of injuries it knew it caused
2 for years prior to Plaintiff suffering their injuries. Possible actions that could have
3 been taken by Defendants include, but are not limited to:

- 4 a. Issuing warnings;
- 5 b. Changing the defective design; or,
- 6 c. Recalling of the NutriBullet blenders.

7 19. By not undertaking any of these tasks, Defendants consciously and
8 knowingly disregarded the safety of its users, including Plaintiff, yet continued to
9 collect profits from the sale of over 40 million units worldwide. The consumer
10 complaints regarding malfunctions of Defendants' NutriBullet blenders, put
11 Defendants on notice of the defects in its products, but Defendants elected to
12 continue sale of its products to the detriment of its customers. Defendants were
13 undisputedly aware that its NutriBullet blenders presented exactly the same type of
14 risk which injured Plaintiff, prior to Plaintiff suffering injuries, and therefore,
15 Defendants fraudulently concealed and intentionally failed to disclose to Plaintiff
16 the defective nature of the NutriBullet blenders, in violation of common law.
17 Given the amount of complaints Defendants received prior to Plaintiff's injury,
18 Defendants knowingly and willfully disregarded Plaintiff's safety because they
19 were aware of the probable dangerous consequences of their conduct (the
20 concealment of the dangers of using the NutriBullet blenders), and they willfully
21 failed to avoid those consequences (by continuing to sell NutriBullet blenders)
22 without taking any corrective actions. As discussed *supra*, despite knowledge of
23 these complaints from its customers, Defendant covered up reports of these
24 injuries, potentially criminally by failing to inform the United States Consumer
25 Product Safety Commission, but despicably kept their consumers and future
26 customers in the dark as they continued to put profits ahead of consumer safety and
27 to date, continues to do so. Accordingly, years before Plaintiff was injured by the
28 NutriBullet blender, Defendants were aware that this type of product presented a

1 risk of injury to its consumers, which Plaintiff ultimately suffered, including
2 information that its NutriBullet blenders can and will explode or cause its contents
3 to erupt under certain circumstances.

4 20. Accordingly, for several years prior to the incident in which Plaintiff
5 was injured by the NutriBullet blender, Defendants were aware that their product
6 presented a risk of injury to its consumers, which Plaintiff ultimately suffered,
7 including information that its blenders can and will unexpectedly explode during
8 reasonably foreseeable use, and Defendants elected not to warn its customers or
9 change its products to prevent consumers from suffering injuries, regardless of the
10 difference between NutriBullet blender models.

11 **FIRST CLAIM FOR RELIEF**

12 **Negligence**

13 **(Plaintiff JENKINS as to ALL DEFENDANTS and DOES 1 – 10)**

14 21. Plaintiff incorporates by reference all other paragraphs of this
15 complaint as if fully set forth herein.

16 22. At all times relevant times to this action, Defendants and DOES 1 –
17 10, inclusive, had a duty to exercise reasonable care, and to comply with the
18 existing standards of care, in the preparation, design, development, formulation,
19 manufacture, testing, packaging, promotion, labeling, advertising, marketing,
20 instruction on use, warnings, distribution, supply and/or sale of products and
21 blenders marketed under the NutriBullet and MagicBullet brand names, which
22 Defendants introduced into the stream of commerce to be used as household
23 blenders. This included a duty to ensure that users would not suffer from
24 unreasonable dangerous accidents while using the machine.

25 23. At all times relevant to this action, Defendants had a duty to ensure
26 their products did not pose a significant risk of bodily harm and adverse events.

27 24. At all relevant times, Defendants, knew or reasonably should have
28 known that their products were unreasonably dangerous and defective when

1 utilized for the products' intended use and purpose, including but not limited to the
2 following: a) The blade assembly may operate even when the canister is not locked
3 into the base or after the canister has separated from or shot off the base, creating
4 the potential to cause severe lacerations to consumers; b) that the reasonably
5 foreseeable operation of the device will cause the canister to over-pressurize and
6 its contents to heat up and pose a danger to anyone around if the ultra-heated
7 contents erupt from the canister as a result of a failure of machine and, c) that the
8 warnings and labels on its blenders and its user manual, if any at all, are inadequate
9 to alert the consumer of the dangers in using said machine.

10 25. At all relevant times, Defendants knew or reasonably should have
11 known that its products were unreasonably dangerous and defective when used for
12 its intended purpose, and that Plaintiff, being among foreseeable users who could
13 be exposed to harm, would foreseeably suffer injury as a result of Defendants'
14 failure to exercise reasonable care.

15 26. Defendants failed to modify or otherwise retrofit its products,
16 including to make it safe for use, and otherwise failed to warn consumers of the
17 dangers which Defendants knew or should have known existed to such consumers
18 or anyone who would use the machine in question, and continues to do so to this
19 day.

20 27. The likelihood and gravity of the harm presented by the NutriBullet
21 blender outweigh the utility of the design of the product.

22 28. The product defects alleged above were substantial factors
23 contributing to the cause of injuries and damages suffered by Plaintiff.

24 29. As a direct and proximate cause of the negligence of Defendants,
25 Plaintiff suffered, and will continue to suffer, personal injuries, including but not
26 limited to, medical bills, loss of past earnings, scarring, emotional distress and
27 anxiety, general damages and other economic and non-economic damages in an
28 amount to be proven at trial.

1 **SECOND CLAIM FOR RELIEF**

2 **Strict Products Liability – Failure to Warn**

3 **(Plaintiff JENKINS as to ALL DEFENDANTS and DOES 1 – 10)**

4 30. Plaintiff incorporates by reference all other paragraphs of this
5 complaint as if fully set forth herein.

6 31. At all relevant times, Defendants and Does 1-10 were in the business
7 of and did design, develop, formulate, manufacture, test, package, promote, label,
8 advertise, market, instruct on, distribute, supply and/or sell products and blenders
9 marketed under the NutriBullet and MagicBullet brand names. These products are
10 intended for use as household blenders.

11 32. Defendants placed the NutriBullet blenders, including the blender
12 used by Plaintiff, into the stream of commerce.

13 33. The NutriBullet blenders were defective at the time they were placed
14 into the stream of commerce by Defendants in that: 1) the blenders, including the
15 blender at issue in the litigation, had inadequate warnings or instructions; 2)
16 Defendants knew about but failed to inform consumers of the risks presented,
17 thereby preventing consumer, including Plaintiff, from eliminating or reducing the
18 risk; 3) the NutriBullet blenders failed to provide adequate safe-use instructions;
19 and 4) Defendants knew or should have known that the NutriBullet blenders were
20 unreasonably dangerous in that it created a substantially increased risk of serious
21 bodily harm to reasonably foreseeable consumers, including Plaintiff, and
22 Defendants failed to adequately warn of such increased risk.

23 34. The NutriBullet blenders, including the blender at issue herein, were
24 also defective because of inadequate post-marketing warnings or instructions
25 because Defendants failed to provide adequate warnings to consumers after
26 Defendants knew or should have known of the risk of serious bodily harm from the
27 intended or foreseeable use of the products.

1 35. As a direct and proximate result of Plaintiff's foreseeable use of the
2 NutriBullet blender, Plaintiff suffered, and will continue to suffer, personal
3 injuries, including but not limited to, medical bills, loss of past earnings, scarring,
4 emotional distress and anxiety, general damages and other economic and non-
5 economic damages in an amount to be proven at trial.

6 **THIRD CLAIM FOR RELIEF**

7 **Strict Liability – Manufacturing Defect**

8 **(Plaintiff JENKINS as to ALL DEFENDANTS and DOES 1 – 10)**

9 36. Plaintiff incorporates by reference all other paragraphs of this
10 complaint as if fully set forth herein.

11 37. At all relevant times, Defendants and Does 1-10 were in the business
12 of and did design, develop, formulate, manufacture, test, package, promote, label,
13 advertise, market, instruct on, distribute, supply and/or sell products and blenders
14 marketed under the NutriBullet and MagicBullet brand names. These products are
15 intended for use as household blenders.

16 38. Defendants placed the NutriBullet blenders, including the blender
17 used by Plaintiff, into the stream of commerce.

18 39. The NutriBullet blenders, including the blender at issue herein,
19 contained a manufacturing defect at the time it left Defendants' possession.
20 Specifically, the NutriBullet blender used by Plaintiff had a manufacturing defect
21 in that it causes an explosion in the form of over-pressurization of the canister
22 leading to separations between the canister and blade assembly in normal use
23 without warning to the user. This defect caused Plaintiff's severe injuries.

24 40. Plaintiff was harmed by the NutriBullet blender when the NutriBullet
25 blender caused its contents to heat up suddenly and without notice and then propel
26 ultra-heated contents onto the Plaintiff's body as she unscrewed the blade assembly
27 from the canister, causing serious injury.

1 41. The manufacturing defects in the NutriBullet blenders were the direct
2 and proximate cause(s) of Plaintiff's injuries described herein.

3 42. As a direct and proximate result of the manufacturing defect, Plaintiff
4 suffered, and will continue to suffer, personal injuries, including but not limited to,
5 medical bills, loss of past earnings, scarring, emotional distress and anxiety,
6 general damages and other economic and non-economic damages in an amount to
7 be proven at trial.

8 **FOURTH CLAIM FOR RELIEF**

9 **Strict Liability – Design Defect**

10 **(Plaintiff JENKINS as to ALL DEFENDANTS and DOES 1 – 10)**

11 43. Plaintiff incorporates by reference all other paragraphs of this
12 complaint as if fully set forth herein.

13 44. At all relevant times, Defendants and Does 1-10 were in the business
14 of and did design, develop, formulate, manufacture, test, package, promote, label,
15 advertise, market, instruct on, warn about, distribute, supply and/or sell products
16 and blenders marketed under the NutriBullet and MagicBullet brand names. These
17 products are intended for use as household blenders.

18 45. Defendants placed the NutriBullet blenders, including the blender
19 used by Plaintiff, into the stream of commerce.

20 46. The NutriBullet blenders and the component parts contained a design
21 defect when the blenders left Defendants' possession because the blenders,
22 including the blender at issue herein, would not operate safely as an ordinary
23 consumer would have expected at the time of use, in that: 1) the normal operation
24 of the blender creates friction and heat which creates pressure, and then causes the
25 closed canister to over-pressurize; 2) the over-pressurized canister separates from
26 the blade assembly causing either the contents of the canister to erupt, burning the
27 user, or exposes the user to still-spinning blades which can cut or lacerate the user
28 or cause both burns and lacerations.

1 47. An ordinary consumer would not have expected the NutriBullet
2 blenders to over-pressurize leading to burns and/or lacerations.

3 48. Plaintiff was harmed by the NutriBullet blender when the NutriBullet
4 blender caused the canister to over-pressurize in turn caused the contents to heat up
5 and then erupt all over Plaintiff's body.

6 49. The design defect, described above, in the NutriBullet blenders was
7 the direct and proximate cause of Plaintiff's injuries described herein.

8 50. As a direct and proximate result of Plaintiff's foreseeable use of the
9 NutriBullet blender and the design defect, Plaintiff suffered, and will continue to
10 suffer, personal injuries, including but not limited to, medical bills, loss of past
11 earnings, scarring, emotional distress and anxiety, general damages and other
12 economic and non-economic damages in an amount to be proven at trial.

13 **FIFTH CLAIM FOR RELIEF**

14 **Breach of Implied Warranty of Merchantability**

15 **(Plaintiff JENKINS as to ALL DEFENDANTS and DOES 1 – 10)**

16 51. Plaintiff incorporates by reference all other paragraphs of this
17 complaint as if fully set forth herein.

18 52. At all relevant times, Defendants and Does 1-10 were in the business
19 of and did design, develop, formulate, manufacture, test, package, promote, label,
20 advertise, market, instruct on, distribute, supply and/or sell products and blenders
21 marketed under the NutriBullet and MagicBullet brand names. These products are
22 intended for use as household blenders.

23 53. Plaintiff is informed and believes Defendants impliedly warranted to
24 Plaintiff that the NutriBullet blenders, including Plaintiff's NutriBullet blender,
25 was of merchantable quality and safe for the use for which it was intended, which
26 is to mix and blend food safely under conditions reasonably foreseeable to be
27 related to its use, including the incident described herein.

28

1 54. Plaintiff relied on the skill and judgment of Defendants in using the
2 NutriBullet blender, in a manner in which it was reasonably intended to be used
3 and, as a direct and proximate result of the breach of the implied warranties by
4 Defendants, and each of them, Plaintiff sustained the injuries and damages
5 described herein.

6 55. The product was unsafe for its intended use, and it was not of
7 merchantable quality, as warranted by Defendants, in that it had very dangerous
8 propensities when put to its intended use and may cause severe injury to the user
9 during normal use. The NutriBullet was unaccompanied by warning of its
10 dangerous propensities that were either known or reasonably knowable at the time
11 of distribution.

12 56. On or about April 28, 2017, Plaintiff's NutriBullet blender involved in
13 this incident was in substantially the same condition as when it was originally
14 designed, developed, tested, packaged, labeled and sold by Defendants.

15 57. Plaintiff was injured, as described herein, while using the NutriBullet
16 blender in a foreseeable manner for its intended uses.

17 58. As a proximate and legal result of the defective and unreasonably
18 dangerous condition of the NutriBullet blenders, manufactured and supplied by
19 Defendants, Plaintiff suffered severe injuries as described herein.

20 59. That as a direct and legal result of such breach of implied warranty,
21 and the dangerous condition of the NutriBullet blenders, as alleged herein, Plaintiff
22 suffered, and will continue to suffer personal injuries, personal injuries, including
23 but not limited to, medical bills, loss of past earnings, scarring, emotional distress
24 and anxiety, general damages and other economic and non-economic damages in
25 an amount to be proven at trial.

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28 ///

1 **SIXTH CLAIM FOR RELIEF**

2 **Violation of the Cal. Bus. & Prof. Code § 17200, et seq.**

3 **(Plaintiff JENKINS as to ALL DEFENDANTS and DOES 1 – 10)**

4 60. Plaintiff incorporates by reference all other paragraphs of this
5 complaint as if fully set forth herein.

6 61. Business & Professions Code, section 17200 prohibits acts of “unfair
7 competition,” including any “unlawful, unfair or fraudulent business act or
8 practice.” Defendants’ conduct, as described above, is unlawful, unfair and
9 fraudulent in violation of the statute.

10 62. Defendants’ acts and practices are unlawful because they violate Civil
11 Code, sections 1572, 1709, 1710, and 1770(a)(5) and/or 1770(a)(7), as well as
12 common law. Defendants’ acts and practices are also unlawful because they
13 violate section 17500 of the Business and Professions Code.

14 63. Defendants violated the UCL when they concealed and/or failed to
15 disclose the known defects in the NutriBullet blenders to members of the public, in
16 violation of the California Consumer Legal Remedies Act (“CLRA”).

17 64. Defendants violated the UCL by failing to disclose a substantially
18 injurious defect to consumers, contrary to “established public policy” of the
19 CLRA.

20 65. Defendants violated the UCL by fraudulently concealing and
21 intentionally failing to disclose to Plaintiff the defective nature of the NutriBullet
22 blenders, in violation of common law.

23 66. Defendants violated the UCL by actively concealing and omitting
24 from its marketing and other communications, material information about the
25 NutriBullet blenders, including the blender used by Plaintiff, in a manner that has
26 deceived and is likely to deceive consumers and the public.

27 67. Defendant violated the UCL by selling NutriBullet blenders that were
28 defective in design and manufacture.

1 68. Defendants violated the UCL by holding the NutriBullet blenders out
2 as safe.

3 69. The financial injury and risk of personal safety to consumers by
4 Defendants' conduct greatly outweighs any alleged countervailing benefit to
5 consumers of competition under all of the circumstances. The fraudulent conduct
6 described herein was known to, and authorized by Defendants' officers, directors
7 and managing agents.

8 70. The injury to consumers by Defendants' conduct is not an injury that
9 consumers themselves could reasonable have avoided because of Defendants'
10 concealment of material fact.

11 71. To this day, and in addition to failing to disclose the defect,
12 Defendants continue to violate the UCL by continuing to actively conceal the
13 material information regarding the defective nature of the NutriBullet blenders, and
14 by failing to disclose that NutriBullet blenders, are both defective and dangerous.

15 72. In addition to failing to disclose the defect, Defendants' advertising
16 campaigns also violated the UCL. Throughout the relevant time period, Defendants
17 engaged in a long-term advertising campaign that was likely to deceive members
18 of the public by failing to disclose the material fact that NutriBullet blenders are
19 defective, and to the contrary, advertised that the product was an integral part of a
20 healthy lifestyle.

21 a. Specifically, Defendants' NutriBullet commercials that are
22 broadcast on television (for example, the advertisement available at
23 <https://www.youtube.com/watch?v=hfWH18xnxV8>) fail to contain warnings
24 regarding the potential for the NutriBullet blenders to cause severe personal injury,
25 notwithstanding that Defendants are clearly aware of the dangerous propensity of
26 their products, have had advanced knowledge of the unfitness of their product and
27 knowingly disregarded the rights and safety of the public.

1 b. Similarly, Defendants' advertisements through videos publicly
2 available on its Facebook page (<https://www.facebook.com/thenutribullet/>) fail to
3 contain warnings regarding the potential for the NutriBullet blenders to explode
4 and cause severe personal injury.

5 c. Additionally, Defendants' advertisements through videos
6 publicly available on its YouTube page
7 (<https://www.youtube.com/user/thenutribullet/featured>) fail to contain warnings
8 regarding the potential for the NutriBullet blenders to explode and cause severe
9 personal injury.

10 73. As a direct and proximate cause of Defendants' acts, which
11 constituted violations under the unlawful, unfair and fraudulent prongs of the UCL,
12 Plaintiff has suffered injury in fact and lost money. Moreover, Plaintiff faces
13 unsafe conditions as a result of the defective nature of the NutriBullet blenders.
14 Plaintiff has lost money and suffered injuries in fact because, had Defendants
15 disclosed the true defective nature of the NutriBullet blenders, Plaintiff would not
16 have lost money from the purchase of the machine or incurred medical expenses
17 resulting from the injuries suffered while using the blender.

18 74. As a proximate result of Defendants' violation of the UCL,
19 Defendants have been unjustly enriched and should be required to repair the
20 defective NutriBullet blenders and make restitution to Plaintiff.

21 75. Plaintiff demands judgment against Defendants for injunctive relief in
22 the form of restitution, along with injunctive relief in the form of replacement of
23 Plaintiff's NutriBullet blender with units displaying appropriate warnings,
24 attorneys' fees and costs pursuant to, *inter alia*, Code of Civil Procedure, section
25 1021.5.

26 76. Plaintiff also demands judgment against Defendants for injunctive
27 relief requiring distribution to all NutriBullet consumers of warnings regarding the
28

1 NutriBullet's inherent dangers, attorneys' fees and costs pursuant to, *inter alia*,
2 Code of Civil Procedure, section 1021.5.

3 77. Plaintiff provided notice of its claim to Defendants under CLRA,
4 section 1782 subd.(a)

5 78. Defendants have refused to provide the requested relief or restitution
6 pursuant to Plaintiff's claim.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff pray for judgment against NUTRIBULLET,
10 L.L.C., a California Limited Liability Company, CAPITAL BRANDS, L.L.C., a
11 California Limited Liability Company, HOMELAND HOUSEWARES, L.L.C., a
12 California Limited Liability Company, CALL TO ACTION, L.L.C., a California
13 Limited Liability Company, NUTRILIVING, L.L.C., a California Limited
14 Liability Company and DOES 1 -10, and each of them, for each cause of action, as
15 follows:

16 1. For all special damages including but not limited to, personal injuries,
17 including but not limited to, medical bills, loss of past earnings, scarring,
18 emotional distress and anxiety, general damages and other economic and non-
19 economic damages in an amount to be proven at trial;

20 2. For all general damages including but not limited to, damages for
21 pain, suffering, anguish, discomfort, severe emotional distress, disgust, terror,
22 fright, anger, anxiety, worry, nervousness, shock, anguish and mental suffering,
23 loss of enjoyment of life, and loss of ability to engage in normal and customary
24 activities;

25 3. For punitive and exemplary damages in accordance with proof and in
26 an amount consistent with applicable precedent;

27 4. An order requiring Defendants to immediately provide to all
28 NutriBullet blender consumers notice of the inherent dangers of the NutriBullet

1 blenders, and adequate warnings which will prevent future injuries through its
2 advertising;

3 5. Reasonable cost and attorneys' fees;

4 6. Statutory pre-judgment interest;

5 7. For other and further special damages in a sum according to proof at
6 the time of trial;

7 8. For other and further general damages in a sum according to proof at
8 the time of trial; and

9 9. For costs of suit incurred herein; and

10 10. For such other and further relief as the court deems just and proper.

11
12 Dated: June 13, 2018

ABIR COHEN TREYZON SALO, LLP

13
14
15 By: _____

16 Boris Treyzon, Esq.
17 Douglas Rochen, Esq.
18 Aaron Lavine, Esq.
19 Derek S. Chaiken, Esq.
20 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in the instant action on all stated claims for relief.

Dated: June 13, 2018

ABIR COHEN TREYZON SALO, LLP

By: _____

Boris Treyzon, Esq.
Douglas Rothen, Esq.
Aaron Lavine, Esq.
Derek S. Chaiken, Esq.
Attorneys for Plaintiff