

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

SUZANNE DOBRY

Plaintiff,

-vs-

Case No: 24-⁰⁰⁴⁶⁷¹ -NO
Hon. *Michael Servitto*

SHARKNINJA OPERATING LLC

Defendant.

LOUIS G. COREY (P34377)
Attorney for Plaintiff
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NOV 27 2024

ANTHONY G. FORLINI
Macomb County Clerk

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, **Suzanne Dobry**, by her attorneys, The Corey Law Firm, complains against Defendant, as follows:

COMMON ALLEGATIONS

1. Defendant **SharkNinja Operating LLC** (hereinafter "**SharkNinja**") is a foreign global design and manufacturing company conducting business through the distribution and sale of their products throughout the United States, including Michigan.
2. The amount in controversy exceeds twenty-five thousand dollars (\$25,000), exclusive of interest, costs, and attorney fees.
3. Plaintiff, **Suzanne Dobry**, at all times relevant to the instant action, is and was a resident of Macomb County, Michigan.

4. This lawsuit arises out of Plaintiff **Suzanne Dobry's** purchase and use of a BL642 Ninja Blender (hereinafter the "subject blender"), designed, manufactured, and placed into the stream of commerce by Defendant **SharkNinja**, first purchased by the Plaintiff in 2021 from a brick-and-mortar retailer, Bed Bath & Beyond, located in Sterling Heights, MI, which has since declared bankruptcy and closed.

5. On November 26, 2023, Plaintiff, while at her home in Macomb County, was using the subject blender to make batlawwa and while blending shelled walnuts on the 'pulse setting' of the subject blender, the plastic container to the blender exploded, causing pieces of the blender to break off, ultimately strike Plaintiff in her left eye, causing severe and permanent injury to her eye and near total loss of vision to her left eye despite immediate and subsequent medical attention.

COUNT I - PRODUCT LIABILITY/NEGLIGENCE
NEGLIGENT DESIGN, MANUFACTURE, AND FAILURE TO WARN

Plaintiff realleges and incorporates each and every paragraph above, as though fully stated below, and further alleges:

11. At all relevant times Defendant **SharkNinja's** owed a duty to the Plaintiff, and to the public in general, to:

- a. properly design, manufacture, and/or warn about the dangerous propensities of its product, specifically the subject BL642 Ninja blender and its container; and
- b. properly test and/or evaluate the subject BL642 Ninja blender and its container.

12. Defendant **SharkNinja** breached these duties stated above by committing and/or omitting the following acts:

- a. failing to properly design, manufacture, and/or warn about the dangerous propensities of the subject Ninja blender such that the plastic container of the blender broke apart and exploded while blending walnuts; and
- b. failing to properly test and/or evaluate the subject Ninja blender, including the strength and integrity of its container.

13. The subject product, specifically the subject BL642 Ninja blender, was not reasonably safe in its design, manufacture, and/or adequate warnings at the time it left the control of the Defendant **SharkNinja**.

14. At the time the product left the control of Defendant **SharkNinja**, a technically feasible alternative product was available that would have prevented the harm caused to the Plaintiff without significantly impairing the usefulness or desirability of the product to users, and without creating equal or greater risk of harm to others.

15. These breaches of duty in negligent product, design, manufacture and/or inadequate warnings proximately caused the following damages to Plaintiff **Susan Dobry**, which include, but are not limited to:

- a. serious and permanent injury to Plaintiff's left eye causing her to have near complete blindness in her eye;
- b. medical expenses and costs, past, present, and future;
- c. physical pain and suffering past, present, and future;
- d. scarring and disfigurement past, present, and future;
- e. emotional and psychological suffering past, present, and future;
- f. fright and shock past, present, and future;
- g. denial of social pleasures past, present, and future;
- h. embarrassment, humiliation, and/or mortification past, present, and future;

i. other injuries to be determined throughout the course of discovery.

16. As a direct and proximate result of the negligence of Defendant **SharkNinja**, Plaintiff, **Suzanne Dobry**, will suffer in the future the following damages:

- a. the loss of vision and ability to fully see out of her left eye;
- b. medical expenses and costs, past, present, and future;
- c. physical pain and suffering past, present, and future;
- d. scarring and disfigurement past, present, and future;
- e. emotional and psychological suffering past, present, and future;
- f. fright and shock past, present, and future;
- g. denial of social pleasures past, present, and future;
- h. embarrassment, humiliation, and/or mortification past, present, and future;
- i. other injuries to be determined throughout the course of discovery.

WHEREFORE, Plaintiff, **Suzanne Dobry**, requests that this Court enter judgement against Defendant **SharkNinja** in an amount that will fairly and adequately compensate Plaintiff **Suzanne Dobry** for her injuries, together with costs, interests, and attorney fees.

COUNT II - BREACH OF IMPLIED WARRANTY

Plaintiff realleges and incorporates by reference each and every paragraph above, as though fully stated below, and further alleges:

18. The subject BL642 Ninja blender was not reasonably fit for the use or purpose anticipated or reasonably foreseen by Defendant **SharkNinja** when it left Defendant **SharkNinja's** control.

19. As a proximate result of the breach of implied warranty by Defendant **SharkNinja** Plaintiff **Suzanne Dobry** was injured as previously described in Count I, paragraphs 15 and 16.

WHEREFORE, Plaintiff, **Suzanne Dobry**, requests that this Court enter judgement against Defendant **SharkNinja** in an amount that will fairly and adequately compensate Plaintiff **Suzanne Dobry** for her injuries, together with costs, interests, and attorney fees.

COUNT III - BREACH OF EXPRESS WARRANTY

Plaintiff realleges and incorporates by reference each and every paragraph above, as though fully stated below, and further alleges:

20. Defendant **SharkNinja** expressly warranted and represented, that its product, the subject BL642 Ninja blender, was fit and safe for its intended use(s).

17. Plaintiff **Suzanne Dobry** relied upon the(se) representation(s) and/or statement(s) of express warranty.

18. Plaintiff **Suzanne Dobry** was proximately injured through the breach of express warranty in the manner previously described in Count I, paragraphs 15 and 16.

WHEREFORE, Plaintiff, **Suzanne Dobry**, requests that this Court enter judgement against Defendant **SharkNinja** in an amount that will fairly and adequately compensate Plaintiff **Suzanne Dobry** for her injuries, together with costs, interests, and attorney fees.

Respectfully Submitted,

THE COREY LAW FIRM



LOUIS G. COREY (P34377)
Attorney for Plaintiff
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Dated: November 25, 2024

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

SUZANNE DOBRY

Plaintiff,

-vs-

SHARKNINJA OPERATING LLC

Defendant.

Case No: 24-004671-NO
Hon. Michael Servitto

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Macomb County Clerk

DEMAND FOR JURY TRIAL

Plaintiff, by and through her attorneys, **THE COREY LAW FIRM**, requests a trial by jury in the instant action.

Respectfully Submitted,

THE COREY LAW FIRM



LOUIS G. COREY (P34377)
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(248) 548-9700

Dated: November 25, 2024