

2974065

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

CASE NO: 201610220CIDL

JAMES DARDINI and ANGELA DARDINI,

Plaintiff,

vs.

SUNSHINE VAPOR, LLC, a Florida
Limited Liability Company; KANGERTECH
U.S., LLC, a Georgia Limited Liability Company;
KANGERTECH US DISTRIBUTIONS LLC;
A Georgia Limited Liability Company;
KANGERTECH HOLDINGS LLC, a Georgia
Limited Liability Company and PERFECT VAPE,
LLC, an Oklahoma Limited Liability Company

Defendants. /

JOINT STIPULATION TO AMEND COMPLAINT AND ADD DEFENDANTS


KANGERTECH U.S. LLC, KANGERTECH US DISTRIBUTIONS LLC,

KANGERTECH HOLDINGS LLC and PERFECT VAPE LLC

COMES NOW, counsel for Plaintiffs and Defendant, SUNSHINE VAPOR, LLC, and jointly stipulate and move this Honorable Court to allow Plaintiff to file First Amended Complaint to add Defendants KANGERTECH U.S. LLC, KANGERTECH US DISTRIBUTIONS LLC, KANGERTECH HOLDINGS LLC and PERFECT VAPE LLC, a

proposed copy of which is attached hereto.

Dated this 16th day of September, 2016.



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KANGERTECH US DISTRIBUTIONS LLC;
A Georgia Limited Liability Company;
KANGERTECH HOLDINGS LLC, a Georgia
Limited Liability Company and PERFECT VAPE,
LLC, an Oklahoma Limited Liability Company

Defendants. /

FIRST AMENDED COMPLAINT

Plaintiffs, JAMES DARDINI ("Mr. Dardini") and ANGELA DARDINI ("Mrs. Dardini") (collectively referred to as "Plaintiffs"), by and through undersigned counsel hereby sue Defendants, SUNSHINE VAPOR, LLC, a Florida Limited Liability Company ("SUNSHINE") KANGERTECH U.S. LLC, a Georgia Limited Liability Company, ("KANGERTECH US") KANGERTECH US DISTRIBUTIONS LLC, a Georgia Limited Liability Company, ("KANGERTECH US DISTRIBUTIONS") KANGERTECH HOLDINGS LLC, a Georgia Limited Liability Company, ("KANGERTECH HOLDINGS") (collectively

referred to as “KANGERTECH”), and **PERFECT VAPE LLC**, an Oklahoma Limited Liability Company, (“**PERFECT VAPE**”) and state:

JURISDICTION AND VENUE

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000) exclusive of interest, costs and attorneys’ fees.
2. At all times material hereto Plaintiffs have been residents of Deland, Volusia County, Florida.
3. At all times material hereto, **SUNSHINE** was, and is a Florida Limited Liability Company with its principal place of business in Volusia County at 966 North Union Circle, Deltona Florida 32725.
4. At all times material hereto, **KANGERTECH US** was, and is a Georgia Limited Liability Company with its principal address at 11555 Medlock Bridge Road, Unit 100, Johns Creek, GA 30097.
5. At all times material hereto, **KANGERTECH US DISTRIBUTIONS** was, and is a Georgia Limited Liability Company with its principal address at 11455 Lakefield Drive Unit 100, Duluth Georgia 30097.
6. At all times material hereto, **KANGERTECH HOLDINGS** was, and is a Georgia Limited Liability Company with its principal address at 11455 Lakefield Drive Unit 100, Duluth Georgia 30097.
7. At all times material hereto, **PERFECT VAPE** was, and is an Oklahoma Limited Liability Company with its principal address at 2305 South Agnew Ave, Oklahoma City, OK 73108.

8. Defendants Sunshine, Kangertech US, Kangertech US Distributions, Kangertech Holdings, and Perfect Vape submitted to the jurisdiction of this court by doing personally or through their agents the following acts;

a. Committing a tortious act within this state by selling and delivering defective products to persons, firms, or corporations in this state via its distributors, dealers, wholesalers, and brokers. These defective products were used by consumers in Florida in the ordinary course of commerce and trade.

b. Conducting and engaging in substantial business and other activities in Florida by selling products to persons, firms, or corporations in this state via its distributors, wholesalers, dealers, and brokers. Such products were used by consumers in Florida in the ordinary course of commerce and trade.

c. The acts and omissions of Defendants Sunshine, Kangertech US, Kangertech US Distributions, Kangertech Holdings, and Perfect Vape caused injury to the Plaintiff while in Florida. At or about the time the Plaintiff was injured the Defendants engaged in solicitation activities in Florida to promote sale, consumption, use, maintenance, and/or repair of their products; and

d. Selling products with knowledge or reason to foresee that these products would be shipped in interstate commerce and would reach the market of Florida users or consumers

9. The incident giving rise to this complaint took place in Ocoee, Orange County, Florida.

BACKGROUND

10. On September 21, 2015, Mr. Dardini went to the Sunshine Vapor Store, owned and operated by SUNSHINE, with the intention to purchase a vaporizer as an aid to stop smoking.

11. When Mr. Dardini arrived at the store he was unfamiliar with vaporizers and sought the consultation, help and advice of SUNSHINE's store employees.

12. It was recommended to Mr. Dardini, by a SUNSHINE employee, that he purchase the Kanger Subox Mini Black Edition (Subject Vaporizer) in combination with the Efest 18650 35A battery (Subject Battery). (Exhibit A – copy of the receipt; Exhibit B – Pictures of Box and Vaporizer; Exhibit C – Pictures of the Battery Box)

13. After purchasing the Vaporizer Mr. Dardini read the instructions and used the Vaporizer as instructed. (Exhibit D – Copy of Mr. Dardini's instruction manual)

14. On the morning of December 28, 2015, Mr. Dardini awoke and went to work as usual.

15. Mr. Dardini lives in Deland, FL, but works in Ocoee, FL and the drive from his home to his place of business took approximately one and a half hours, during which time Mr. Dardini used the Vaporizer in the manner it was designed and intended.

16. Upon arriving at work at approximately 8:00 am, Mr. Dardini stored the Vaporizer in his front right pocket.

17. At approximately 11:00 am, suddenly and without warning the Vaporizer exploded and caught fire in Mr. Dardini's front pocket—engulfing Mr. Dardini's leg in flames. (Exhibit E- Picture of Exploded Battery)

18. The battery explosion and concurrent fire caused extensive damage to Mr. Dardini, including but not limited to second and third degree burns.

19. Mr. Dardini was transported to Health First Hospital in Clermont, FL, however they were unable to treat Mr. Dardini due to a lack of burn treatment facilities and Mr. Dardini was transported to the Burn Unit at Orlando Regional Medical Center (ORMC).

20. While at ORMC, Mr. Dardini was treated for his extensive burns; which included a significant skin graft surgery to his right leg. (Exhibit F – Compilation of Pictures of Mr. Dardini’s injuries while in the hospital)

21. As, a result of the battery explosion and concurrent fire, Mr. Dardini sustained severe, permanent and life-altering injuries to his groin, legs and lower back.

COUNT I
STRICT LIABILITY AGAINST SUNSHINE

22. All preceding paragraphs are incorporated by reference as if stated fully herein.

23. Defendant SUNSHINE is engaged in the business of selling and distributing vaporizing products to the public, including selling the Subject Battery and Subject Vaporizer to Mr. Dardini.

24. Defendant SUNSHINE placed the Subject Battery and the Subject Vaporizer for sale in its store with knowledge that it would be used without inspecting for dangers or defects. Defendant SUNSHINE knew or should have known that the ultimate users, operators or consumers would not or could not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.

25. The Subject Battery and/or the Subject Vaporizer were defective and unreasonably dangerous to the ultimate operators or consumers when sold and distributed by Defendant SUNSHINE in the following ways.

- a. The Subject Battery failed to operate, as an ordinary consumer would expect;
- b. The Subject Vaporizer failed to operate, as an ordinary consumer would expect;

- c. The Subject Battery was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Battery had an unreasonable propensity to heat and catch fire during normal and foreseeable conditions;
- d. The Subject Vaporizer was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Vaporizer had an unreasonable propensity to cause Subject Battery to heat and catch fire during normal and foreseeable conditions;
- e. The Subject Battery was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- f. The Subject Vaporizer was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Vaporizer had an unreasonable propensity to cause Subject Battery to explode during normal and foreseeable conditions;
- g. The Subject Battery was defective in its design, manufacture, and warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- h. The Subject Vaporizer was defective in its design, manufacture, and warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- i. The Subject Battery was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein; and

j. The Subject Vaporizer was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.

26. At the time of the subject incident, the Subject Battery and Subject Vaporizer were in substantially the same condition as when sold and distributed by Defendant, SUNSHINE.

27. For the reasons set forth above the Subject Battery and/or Subject Vaporizer were unreasonably dangerous to foreseeable users including Mr. Dardini.

28. As a direct and proximate cause of the foregoing conduct of Defendant SUNSHINE, Mr. Dardini sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of medical care and treatment, expense of hospitalization, lost wages in the past and the loss of ability to earn wages in the future.

29. Additionally as a direct and proximate result of the foregoing Mrs. Dardini has suffered the following damages: i) Loss of consortium and damage to her husband/wife relationship with Mr. Dardini; ii) loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support and love; and, iii) Mental anguish.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI** demand judgment against the Defendant **SUNSHINE VAPOR** for damages costs interest and other such relief this Court deems just.

COUNT II

NEGLIGENCE AGAINST SUNSHINE

30. All preceding paragraphs are incorporated by reference as if stated fully herein.

31. Defendant **SUNSHINE** knew or in the exercise of due care should have known that Subject Battery and/or Subject Vaporizer would be used without inspection in an unreasonably

dangerous condition and would create a foreseeable risk of harm to users, including Mr. Dardini. Defendant SUNSHINE was under a duty to properly and adequately design, manufacture, test, distribute and sell the Subject Battery and Subject Vaporizer in a reasonably safe condition as not to present a danger to members of the general public who reasonably and expectedly, under ordinary circumstances, would come into contact with it, including Mr. Dardini.

32. Defendant SUNSHINE breached the Duty owed to Mr. Dardini by negligently distributing, assembling, testing, and/or selling the Subject Vaporizer and/or battery when it was not in a reasonably safe condition for foreseeable use, as follows

- a. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Battery in such a manner that it would not spontaneously explode.
- b. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Vaporizer in such a manner that it would not spontaneously explode.
- c. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Battery and/or vaporizer in such a manner that it would not spontaneously heat and catch fire.
- d. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Battery and/or vaporizer in such a manner that it would not spontaneously heat and catch fire.
- e. Failing to design, manufacture, distribute, sell, and/or supply the Subject Vaporizer in such a condition so that it would operate as safely as a reasonable consumer would expect; and

f. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the Subject Battery to alert users of the dangerous conditions described herein.

g. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the Subject Vaporizer to alert users about the dangerous conditions described herein.

33. The negligence described above directly and proximately caused the incident and injuries sustained by Mr. Dardini in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.

34. As a direct and proximate result of the foregoing negligence of Defendant SUNSHINE, Mr. Dardini sustained serious and permanent bodily injuries, resulting in pain and suffering, permanent impairment, disability, mental anguish, loss for the capacity of enjoyment of life, expense of hospitalization, medical care and treatment in the past and to be obtained in the future, lost wages in the past and the loss of ability to earn wages in the future.

35. Additionally, as a direct and proximate result of the foregoing, Mrs. Dardini suffered the following damages: (1) loss of consortium and damage to her husband/wife relationship; (2) loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support and love; and (3) mental anguish.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, demand judgment against Defendant, **SUNSHINE VAPOR**, for damages, costs, interest and such other relief as this Court deems just.

COUNT III
SUNSHINE VAPOR VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT

36. All preceding paragraphs are incorporated by reference as if stated fully herein.

37. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce...." Fla. Stat. § 501.204(1). Defendant SUNSHINE participated in unfair and deceptive trade practices that violated the FDUTPA, as more fully described herein.

38. Defendant SUNSHINE engaged in unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the defective batteries and/or deceptive vaporizer in violation of The Florida Deceptive and Unfair Trade Practices Act

39. Defendant SUNSHINE's misrepresentations and omissions regarding the purported safety and reliability of the defective battery and/or vaporizer were likely to deceive a reasonable purchaser, like Dardini, and the information would have been material to a reasonable purchaser.

40. Defendant SUNSHINE engaged in these fraudulent and deceptive trade practices in furtherance of its business.

41. Had Plaintiff known that the battery and/or vaporizer posed a significant safety and life-threatening defect, he would not have purchased it.

42. As a direct and proximate cause result of Defendant SUNSHINE's violations of FDUTPA, Mr. Dardini suffered actual damages.

43. Defendant **SUNSHINE**'s conduct constitutes unconscionable acts or practices, and unfair or deceptive practices in violation of Fla. Stat. § 501.204(1), and this Court should award Plaintiffs their costs and attorneys' fees pursuant to Fla. Stat. § 501.2105.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, demand judgment against Defendant, **SUNSHINE VAPOR**, for damages, costs, interest and attorneys' fees pursuant to Fla. Stat. § 501.2105, and for such other and further relief as this Court deems just and proper.

COUNT IV

STRICT LIABILITY AGAINST KANGERTECH US LLC, KANGERTECH US DISTRIBUTIONS LLC, AND KANGERTECH HOLDINGS LLC. (COLLECTIVELY KANGERTECH)

44. All paragraphs are incorporated by reference as if stated fully herein.

45. Defendants **KANGERTECH** are engaged in the business of designing, testing, maintaining, assembling, sourcing, importing, distributing, manufacturing, inspecting, selling, and distributing vaporizing products to the public, including the Subject Vaporizer which caused injury Mr. Dardini.

46. Defendants **KANGERTECH** placed the Subject Vaporizer into the stream of commerce with knowledge that it would be used without inspecting for dangers or defects. Defendants **KANGERTECH** knew or should have known that the ultimate users, operators or consumers would not or could not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.

47. The Subject Vaporizer was defective and unreasonably dangerous to the ultimate users or consumers when designed, tested, maintained, assembled, sourced, imported, distributed,

manufactured, inspected, sold and placed into the stream of commerce by Defendants **KANGERTECH** in the following ways.

- a. The Subject Vaporizer failed to operate, as an ordinary consumer would expect;
- b. The Subject Vaporizer was designed, assembled, sourced, imported, manufactured, distributed, sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Vaporizer had an unreasonable propensity to cause Subject Battery to heat and catch fire during normal and foreseeable conditions;
- c. The Subject Vaporizer was designed, assembled, sourced, imported, manufactured, distributed, sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Vaporizer had an unreasonable propensity to cause Subject Battery to explode during normal and foreseeable conditions;
- d. The Subject Vaporizer was defective in its design, manufacture, assembly, and warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;
- e. The Subject Vaporizer was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.

48. At the time of the subject incident, the Subject Vaporizer was in substantially the same condition as when designed, tested, maintained, assembled, sourced, imported, distributed, manufactured, inspected, sold and placed into the stream of commerce by Defendants **KANGERTECH**.

49. For the reasons set forth above the Subject Vaporizer was unreasonably dangerous to foreseeable users including Mr. Dardini.

50. As a direct and proximate cause of the foregoing conduct of Defendants **KANGERTECH** Mr. Dardini sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of medical care and treatment, expense of hospitalization, lost wages in the past and the loss of ability to earn wages in the future.

51. Additionally as a direct and proximate result of the foregoing Mrs. Dardini has suffered the following damages: i) Loss of consortium and damage to her husband/wife relationship with Mr. Dardini; ii) loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support and love; and, iii) Mental anguish.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI** demand judgment against the Defendants **KANGERTECH US**, **KANGERTECH US DISTRIBUTIONS**, and **KANGERTECH HOLDINGS** for damages costs interest and other such relief this Court deems just.

COUNT VI

NEGLIGENCE AGAINST DEFENDANTS KANGERTECH

52. All preceding paragraphs are incorporated by reference as if stated fully herein.

53. Defendants **KANGERTECH** knew or in the exercise of due care should have known that the Subject Vaporizer would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including Mr. Dardini. Defendants **KANGERTECH** were under a duty to properly and adequately design, test, maintain, assemble, source, import, distribute, manufacture, inspect, sell, and distribute the Subject Vaporizer in a reasonably safe condition as not to present a danger to members of the general public who

reasonably and expectedly, under ordinary circumstances, would come into contact with it, including Mr. Dardini.

54. Defendants **KANGERTECH** breached the Duty owed to Mr. Dardini by negligently designing, testing, maintaining, assembling, distributing, manufacturing, inspecting, selling, and distributing the Subject Vaporizer when it was not in a reasonably safe condition for foreseeable use, as follows

- a. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Vaporizer in such a manner that it would not cause the device to explode.
- b. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Vaporizer in such a manner that it would not spontaneously heat and catch fire.
- c. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Vaporizer in such a condition that it would not spontaneously heat and catch fire.
- d. Failing to design, manufacture, distribute, sell, and/or supply the Subject Vaporizer in such a condition so that it would operate as safely as a reasonable consumer would expect; and
- e. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the Subject Vaporizer to alert users about the dangerous conditions described herein.

55. The negligence described above directly and proximately caused the incident and injuries sustained by Mr. Dardini in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.

56. As a direct and proximate result of the foregoing negligence of Defendants **KANGERTECH**, Mr. Dardini sustained serious and permanent bodily injuries, resulting in pain

and suffering, permanent impairment, disability, mental anguish, loss for the capacity of enjoyment of life, expense of hospitalization, medical care and treatment in the past and to be obtained in the future, lost wages in the past and the loss of ability to earn wages in the future

57. Additionally, as a direct and proximate result of the foregoing, Mrs. Dardini suffered the following damages: (1) loss of consortium and damage to her husband/wife relationship; (2) loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support and love; and (3) mental anguish.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, demand judgment against Defendants, **KANGERTECH US**, **KANGERTECH US DISTRIBUTIONS**, and **KANGERTECH HOLDINGS**, for damages, costs, interest and such other relief as this Court deems just.

COUNT VII
KANGERTECH VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT

36. All preceding paragraphs are incorporated by reference as if stated fully herein.

37. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce...." Fla. Stat. § 501.204(1). Defendants **KANGERTECH** participated in unfair and deceptive trade practices that violated the FDUTPA, as more fully described herein.

38. Defendants **KANGERTECH** engaged in unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the defective batteries and/or deceptive vaporizer in violation of The Florida Deceptive and Unfair Trade Practices Act

39. Defendants **KANGERTECH's** misrepresentations and omissions regarding the purported safety and reliability of the defective battery and/or vaporizer were likely to deceive a reasonable purchaser, like Dardini, and the information would have been material to a reasonable purchaser.

40. Defendants **KANGERTECH** engaged in these fraudulent and deceptive trade practices in furtherance of its business.

41. Had Plaintiff known that the battery and/or vaporizer posed a significant safety and life-threatening defect, he would not have purchased it.

42. As a direct and proximate cause result of Defendants **KANGERTECH's** violations of FDUPTA, Mr. Dardini suffered actual damages.

43. Defendants **KANGERTECH's** conduct constitutes unconscionable acts or practices, and unfair or deceptive practices in violation of Fla. Stat. § 501.204(1), and this Court should award Plaintiffs their costs and attorneys' fees pursuant to Fla. Stat. § 501.2105.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, demand judgment against Defendants **KANGERTECH US**, **KANGERTECH US DISTRIBUTIONS**, and **KANGERTECH HOLDINGS**, for damages, costs, interest and attorneys' fees pursuant to Fla. Stat. § 501.2105, and for such other and further relief as this Court deems just and proper.

COUNT VIII

STRICT LIABILITY AGAINST DEFENDANT PERFECT VAPE

58. All preceding paragraphs are incorporated by reference as if stated fully herein.

59. Defendant **PERFECT VAPE** is engaged in the business of sourcing, importing, selling, and distributing vaporizing products to the public, including selling the Subject Battery and Subject Vaporizer used by Mr. Dardini.

60. Defendant **PERFECT VAPE** placed the Subject Battery and the Subject Vaporizer into the stream of commerce with knowledge that it would be used without inspecting for dangers or defects. Defendant **PERFECT VAPE** knew or should have known that the ultimate users, operators or consumers would not or could not properly inspect these products for dangerous conditions and that the detection of such defects and dangers would be beyond with capabilities of such persons.

61. The Subject Battery and/or the Subject Vaporizer were defective and unreasonably dangerous to the ultimate operators or consumers when sourced, imported, distributed, and sold by Defendant **PERFECT VAPE** in the following ways.

- a. The Subject Battery failed to operate, as an ordinary consumer would expect;
- b. The Subject Vaporizer failed to operate, as an ordinary consumer would expect;
- c. The Subject Battery was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Battery had an unreasonable propensity to heat and catch fire during normal and foreseeable conditions;
- d. The Subject Vaporizer was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Vaporizer had an unreasonable propensity to cause Subject Battery to heat and catch fire during normal and foreseeable conditions;
- e. The Subject Battery was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Battery had an unreasonable propensity to explode during normal and foreseeable conditions;
- f. The Subject Vaporizer was designed, manufactured sold and/or supplied in an unsafe, unreasonably dangerous and defective condition that the Subject Vaporizer had

an unreasonable propensity to cause Subject Battery to explode during normal and foreseeable conditions;

g. The Subject Battery was defective in its design, manufacture, and warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;

h. The Subject Vaporizer was defective in its design, manufacture, and warnings, in that it failed to operate as marketed and advertised, and failed to alert users to the hazardous conditions described herein;

i. The Subject Battery was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein; and

j. The Subject Vaporizer was defective due to inadequate, or the absence of, warnings or instructions, including warning stickers, placards, or proper documentation to alert users regarding the hazardous conditions described herein.

62. At the time of the subject incident, the Subject Battery and Subject Vaporizer were in substantially the same condition as when sold and distributed by Defendant, **PERFECT VAPE**.

63. For the reasons set forth above the Subject Battery and/or Subject Vaporizer were unreasonably dangerous to foreseeable users including Mr. Dardini.

64. As a direct and proximate cause of the foregoing conduct of Defendant **PERFECT VAPE**, Mr. Dardini sustained serious and permanent bodily injuries resulting in pain and suffering, permanent impairment, disability, mental anguish, inconvenience, loss of the enjoyment of life, expense of medical care and treatment, expense of hospitalization, lost wages in the past and the loss of ability to earn wages in the future.

65. Additionally as a direct and proximate result of the foregoing Mrs. Dardini has suffered the following damages: i) Loss of consortium and damage to her husband/wife relationship with Mr. Dardini; ii) loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support and love; and, iii) Mental anguish.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI** demand judgment against the Defendant **PERFECT VAPE** for damages costs interest and other such relief this Court deems just

COUNT IX

NEGLIGENCE AGAINST PERFECT VAPE

66. All preceding paragraphs are incorporated by reference as if stated fully herein.

67. Defendant **PERFECT VAPE** knew or in the exercise of due care should have known that Subject Battery and/or Subject Vaporizer would be used without inspection in an unreasonably dangerous condition and would create a foreseeable risk of harm to users, including Mr. Dardini. Defendant **PERFECT VAPE** was under a duty to properly and adequately design, manufacture, test, distribute and sell the Subject Battery and Subject Vaporizer in a reasonably safe condition as not to present a danger to members of the general public who reasonably and expectedly, under ordinary circumstances, would come into contact with it, including Mr. Dardini.

68. Defendant **PERFECT VAPE** breached the duty owed to Mr. Dardini by negligently designing, testing, maintaining, assembling, sourcing, importing, distributing, manufacturing, inspecting, selling, and/or distributing the Subject Vaporizer and/or battery when it was not in a reasonably safe condition for foreseeable use, as follows

- a. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Battery in such a manner that it would not spontaneously explode.
 - b. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Vaporizer in such a manner that it would not spontaneously explode.
 - c. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Battery and/or vaporizer in such a manner that it would not spontaneously heat and catch fire.
 - d. Failing to design, manufacture, distribute, sell, assemble, sell and/or supply the Subject Battery and/or vaporizer in such a manner that it would not spontaneously heat and catch fire.
 - e. Failing to design, manufacture, distribute, sell, and/or supply the Subject Vaporizer in such a condition so that it would operate as safely as a reasonable consumer would expect; and
 - f. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the Subject Battery to alert users of the dangerous conditions described herein.
 - g. Failing to provide reasonable and adequate warnings to the suppliers, purchasers and users of the Subject Vaporizer to alert users about the dangerous conditions described herein.
69. The negligence described above directly and proximately caused the incident and injuries sustained by Mr. Dardini in that it directly and in natural continuous sequence, produced or sustainably contributed to his injuries.

70. As a direct and proximate result of the foregoing negligence of Defendant **PERFECT VAPE**, Mr. Dardini sustained serious and permanent bodily injuries, resulting in pain and suffering, permanent impairment, disability, mental anguish, loss for the capacity of enjoyment of life, expense of hospitalization, medical care and treatment in the past and to be obtained in the future, lost wages in the past and the loss of ability to earn wages in the future.

71. Additionally, as a direct and proximate result of the foregoing, Mrs. Dardini suffered the following damages: (1) loss of consortium and damage to her husband/wife relationship; (2) loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support and love; and (3) mental anguish.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, demand judgment against Defendant, **PERFECT VAPE**, for damages, costs, interest and such other relief as this Court deems just.

COUNT X
PERFECT VAPE VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT

36. All preceding paragraphs are incorporated by reference as if stated fully herein.

37. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce...." Fla. Stat. § 501.204(1). Defendant **PERFECT VAPE** participated in unfair and deceptive trade practices that violated the FDUTPA, as more fully described herein.

38. Defendant **PERFECT VAPE** engaged in unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the defective batteries and/or deceptive vaporizer in violation of The Florida Deceptive and Unfair Trade Practices Act

39. Defendant **PERFECT VAPE's** misrepresentations and omissions regarding the purported safety and reliability of the defective battery and/or vaporizer were likely to deceive a reasonable purchaser, like Dardini, and the information would have been material to a reasonable purchaser.

40. Defendant **PERFECT VAPE** engaged in these fraudulent and deceptive trade practices in furtherance of its business.

41. Had Plaintiff known that the battery and/or vaporizer posed a significant safety and life-threatening defect, he would not have purchased it.

42. As a direct and proximate cause result of Defendant **PERFECT VAPE's** violations of FDUPA, Mr. Dardini suffered actual damages.

43. Defendant **PERFECT VAPE's** conduct constitutes unconscionable acts or practices, and unfair or deceptive practices in violation of Fla. Stat. § 501.204(1), and this Court should award Plaintiffs their costs and attorneys' fees pursuant to Fla. Stat. § 501.2105.

WHEREFORE, Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, demand judgment against Defendant, **PERFECT VAPE**, for damages, costs, interest and attorneys' fees pursuant to Fla. Stat. § 501.2105, and for such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs, **JAMES DARDINI** and **ANGELA DARDINI**, hereby demand a jury trial on all issues so triable.

WHEREFORE, Plaintiffs, JAMES DARDINI and ANGELA DARDINI, demand judgment against Defendants, SUNSHINE VAPOR LLC, KANGERTECH U.S. LLC, KANGERTECH US DISTRIBUTIONS LLC, KANGERTECH HOLDINGS LLC, PERFECT VAPE LLC, for pre-judgment interest as allowed by law; post-judgment interest as allowed by law; actual damages; cost of suit; and such other relief, at law or equity, to which Plaintiffs may be justly entitled.

RESPECTFULLY submitted this 16th day of September, 2016.



T. MICHAEL MORGAN, ESQUIRE

FSB#: 0062229

Morgan & Morgan, P.A.

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Suite 1600

Orlando, FL 32801

Telephone Phone: (407) 244-3214

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Primary email: mmorgan@forthepeople.com

Secondary email: plarue@forthepeople.com

Attorneys for Plaintiffs

EXHIBIT “A”

SUNSHINE VAPOR LLC

2772 ELKCAM BLVD, SUITE C
DELTONA, FL 32738
(386) 218-0539
www.sunshine-vapor.com

September 21, 2015

7:49 PM

Receipt azAu
Authorization 04954B

Kanger Subox Kit Black Regular	\$74.99
-----------------------------------	---------

Efest 18650 35A	\$12.99
-----------------	---------

Lil BoyBlu 30ml, 6mg	\$13.00
-------------------------	---------

Credit card Surcharge	\$1.50
-----------------------	--------

Subtotal	\$102.48
----------	----------

Sales Tax	\$6.66
-----------	--------

Total	\$109.14
-------	----------

Amount	\$90.00
--------	---------

MasterCard 5768	\$90.00
-----------------	---------

EXHIBIT “B”

SUBOX Mini

7

SUBOX™ Mini
STARTER KIT

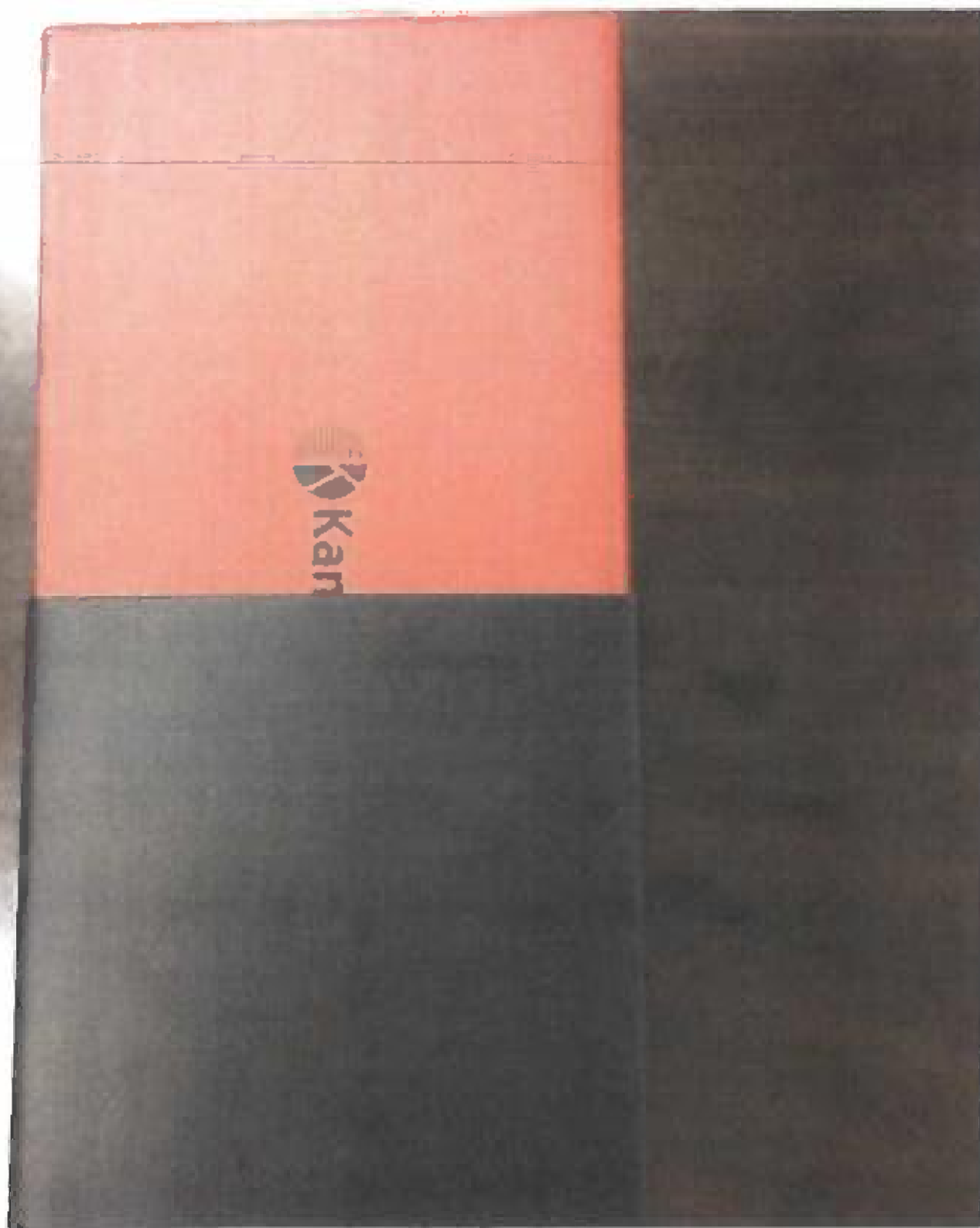




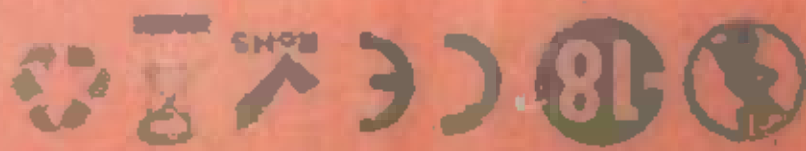
KangerTech®



KangerTech®







MADE IN CHINA











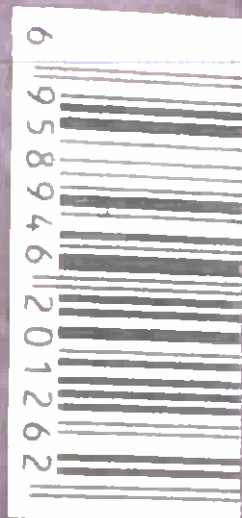
EXHIBIT “C”



CE ROHS
MADE IN CHINA

IMR 18650
2900mAh 3.7V Li-Mn
35A

V1



6 958946 201262

CE ROHS
MADE IN CHINA

IMR 18650
2900mAh 3.7V Li-Mn
35A

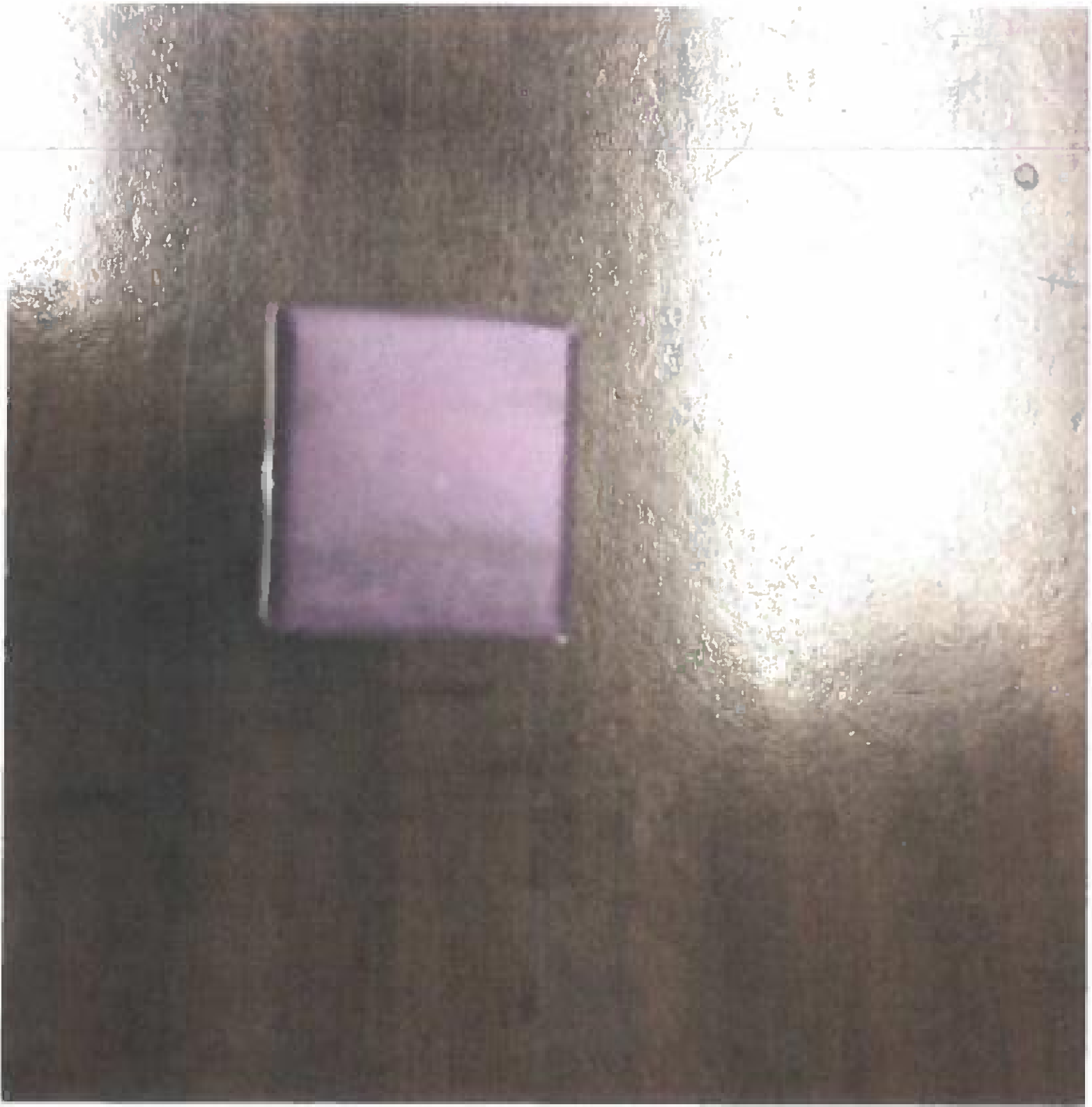




EXHIBIT “D”

Using guide

A. Soak New Coil

- (1) For each top edge, drip one drop of E-juice as below, ensure no excess juice, otherwise will spit to mouth.



- (2) Fill tank with E-juice and screw back the coil base, wait 30 seconds before vape.

B. Choose suitable wattage to achieve best flavor.

Ohm(Ω)	VG (%)	Watt (max)
0.5 Direct Lung inhale	80-100	15-40
	50-70	15-50
	20-40	15-60
1.5 Mouth to Lung inhale	80-100	10-18
	50-70	10-22
	20-40	10-26

Comment utiliser

A) Humidifiez la nouvelle résistance:

- (1) Pour chaque résistance, versez une goutte de liquide comme ci-dessous. Assurer qu'il n'y a pas d'excès de liquide. Sinon, vous l'inhaleriez à la bouche



- (2) Remplissez votre clearomiseur de liquide et revissez la résistance sur sa base et attendez 30 secondes avant de vaper

B. Choisissez la puissance adéquate pour un meilleur rendu des saveurs.

Ohm(Ω)	VG (%)	Watt (max)
0.5 inhaler directement aux poumons	80-100	15-40
	50-70	15-50
	20-40	15-60
1.5 inhaler de la bouche aux poumons	80-100	10-18
	50-70	10-22
	20-40	10-26

SUBOXTM Mini

100-50.0W



SUBOX™ Mini

This kit include the SUBTANK Mini clearomizer and the KBOX mini which both use 510 thread, user can easy assemble them together, add their E-juice and then start to vape.

Packing include

- 1 KBOX Mini
- 2 SUBTANK Mini
- 3 OCC 0.5 SUB Ohm X 1
- 4 OCC 1.5 Ohm X 1
- 5 RBA coil X 2
- 6 RBA Mini Plus Base X 1
- 7 Manual X 1
8. RBA desk screw X 2, cover screw X 2
9. Screw driver X 1
- 10 Japanese cotton sheet
- 11 USB cable

Specification

SUBTANK Mini

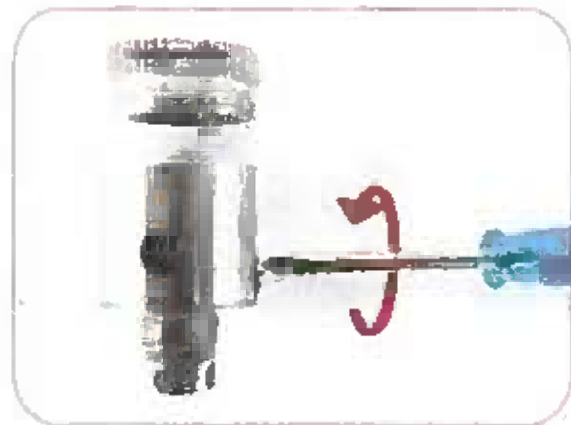
Diameter 22mm

Length 48mm

Weight 66.5g

Capacity 4.5mL

Coil OCC/RBA



RBA Plus Base Disassemble

KBOX Mini

Casing Zinc Alloy

Thread 510 thread

Display OLED

Height 82mm

Length 39mm

Width 22mm

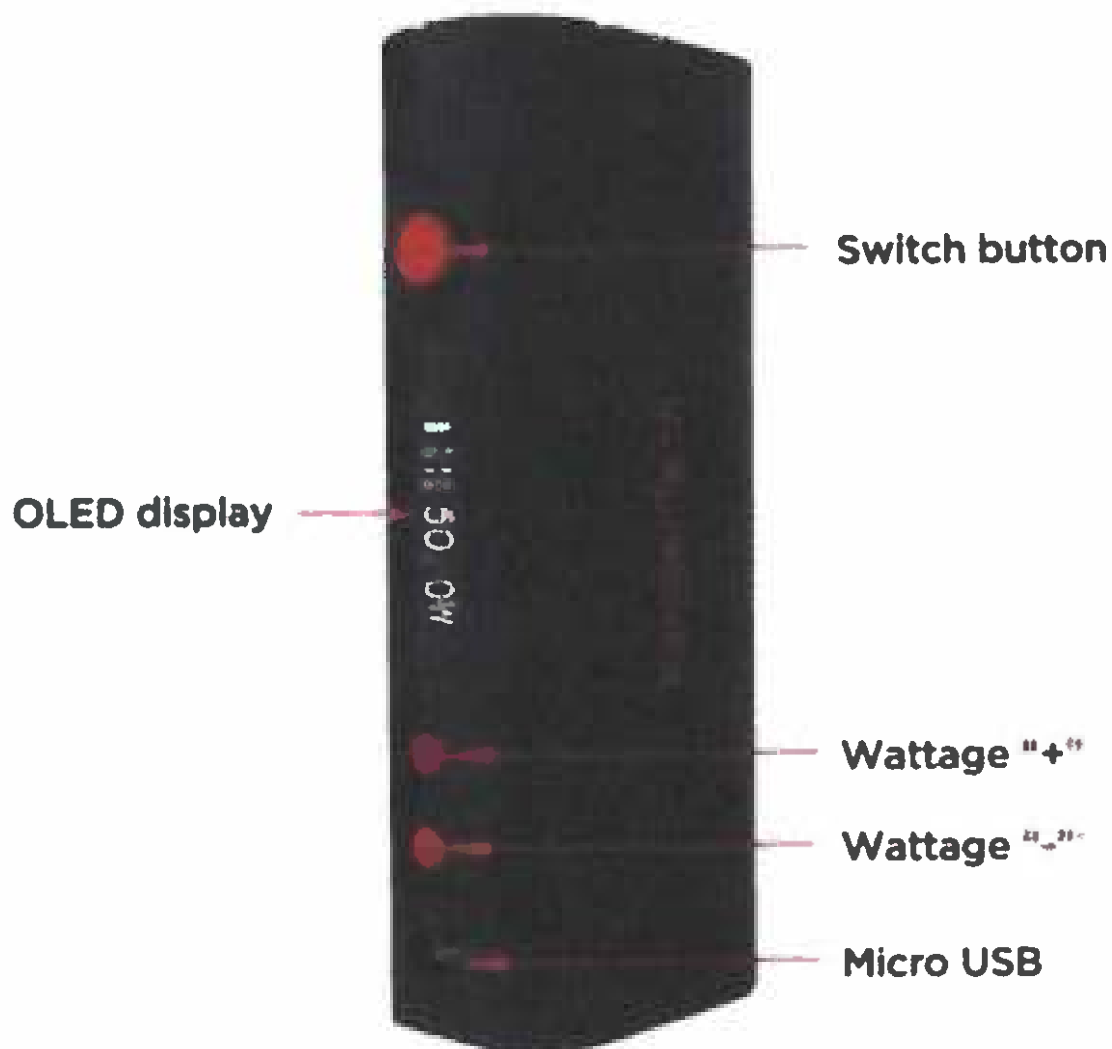
Weight 110g (exclude 18650 cell)

Output watt 7W to 50W with 0.1W increment

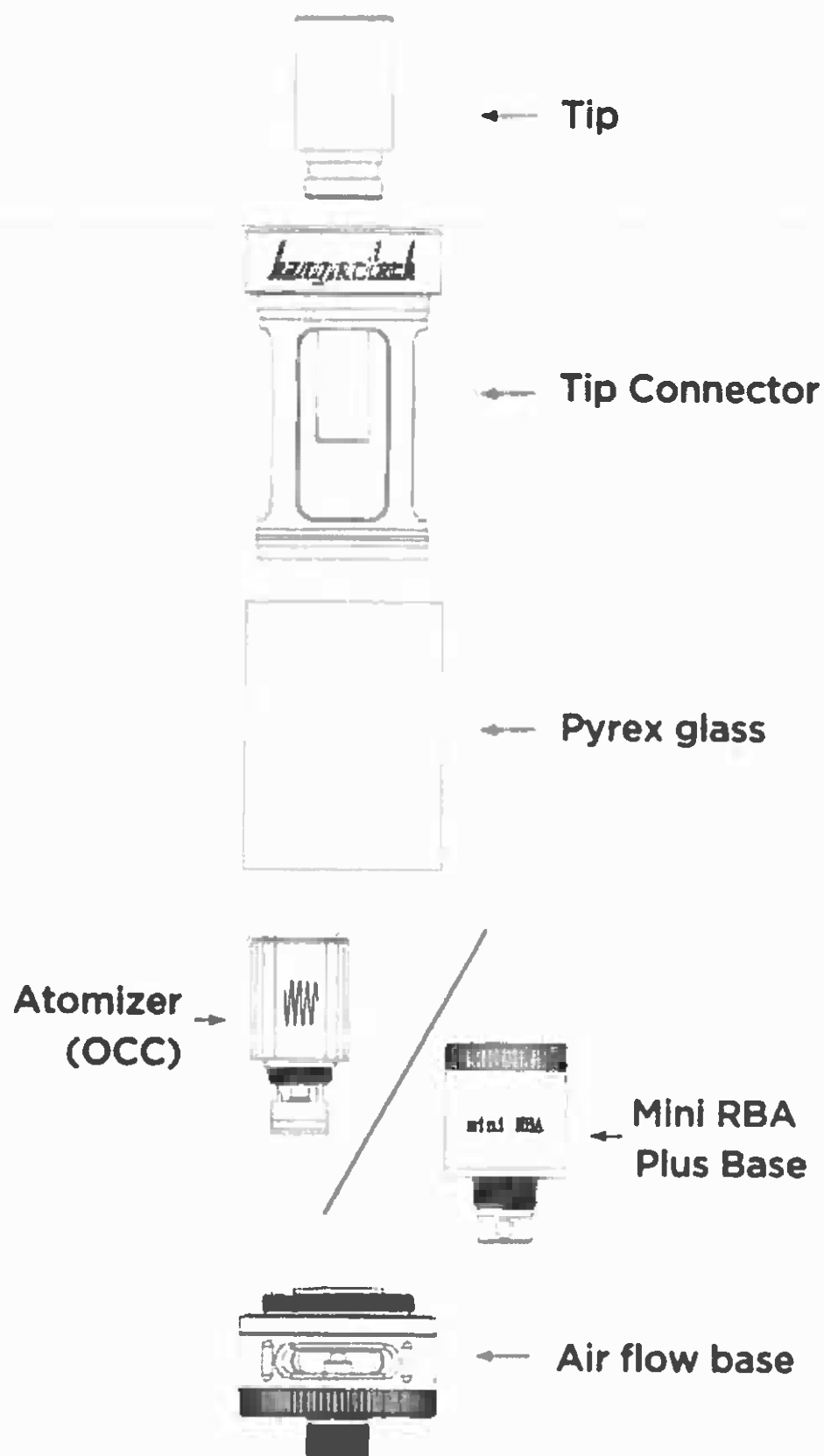
Charging: Micro USB, DC 5V at 1A

Cell: Lithium 18650, 3.7V (must discharge over 20A)

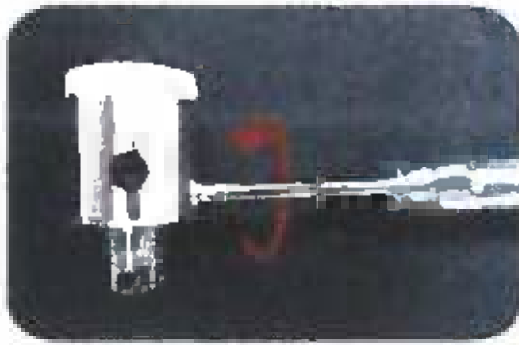
Suitable atomizer 0.3 Ohm to 1.6 Ohm (above 1.6 Ohm, output cannot reach 50W)



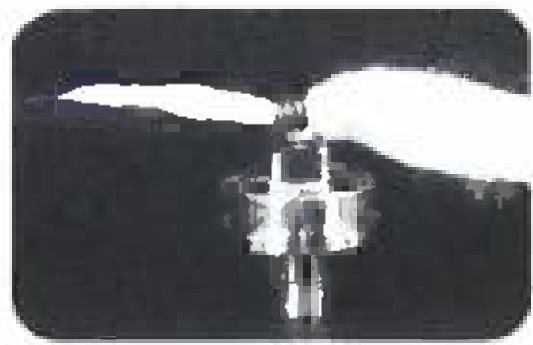
OCC head / RBA Mini Plus Base installation



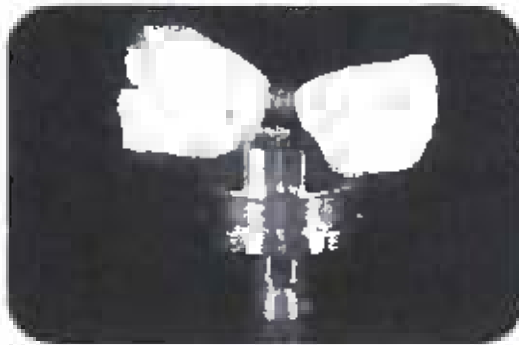
Wrapping Cotton steps (RBA)



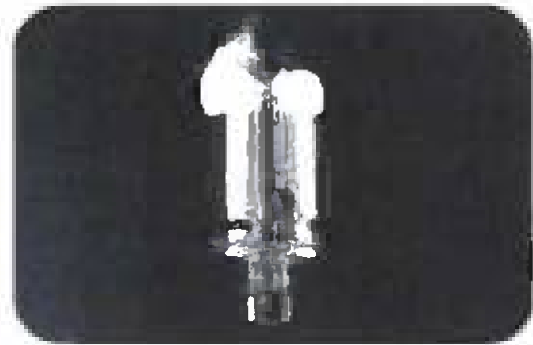
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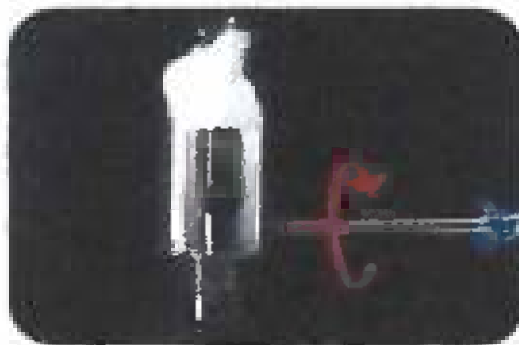
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(8)

Filling E-juice

The atomizer unit is completely replaceable and designed for a period of life span. When flavor and/or vapor are reduced, it is time to change the atomizer. To replace the atomizer, remove the tank from the battery and turn the tank upside down, unscrew the air flow base and carefully set the tank aside. Unscrew the atomizer unit counterclockwise. Once disassemble, discard the used head and replace it with a new clean OCC head. Screw the new head clockwise into the air flow base. Fill the E-juice into the tanks, make sure the E-juice level below the middle stem and ensure no E-juice split into it. Screw the air-flow base in clockwise back to the tank. You may now reconnect the tank to your KBOX Mini (510 thread) and begin to vape.

Adjusting the air flow:

1. three level of air-flow setting.
2. each level has stopper to keep adjusting valve in steady position.

Change to RBA

User can easy change to RBA mode by just installing the Mini RBA Plus into the SUBTANK Mini without disassemble the tanks or replacing parts. It's simply as replacing the OCC head.

OCC/RBA Caution

OCC/RBA head must not be "Dry Burn", user need to ensure the OCC/RBA head soak with E-Juice before firing (input power) For new OCC head, fill the E-juice into the SUBTANK Mini, wait for 30 seconds for the cotton to saturate with juice before firing.

To disassemble/assemble the tank, get hold of the airflow base and tip connector only. Do not hold the Pyrex glass, this will break the glass and loose it from tip connector causing leakage.

KBOX using method:

- 1 5 speedy click to switch on/off the battery
- 2 after switch on, OLED display "Kanger Tech" at stand by mode.
3. press button "+" , "-" to adjust the wattage output
- 4 OLED display the battery level, resistance value and output wattage
- 5 press "+" and "-" together to adjust the orientation of display.
- 6 plug in the Micro USB cord to charge the cell OLED display charging state Once fully charge, the OLED will off
- 7 user can vape and charge simultaneously

KBOX protection

- 1 short circuit protection, OLED flash and display "0.0 Ω "
- 2 atomizer open circuit, OLED flash and display "9.9 Ω "
- 3 cell reverse protection, no power output when cell reverse
- 4 PCB over temperature protection, and battery stop function and OLED display "Temp High"

- 5 10 second overtime usage protect on, no power output and OLED display 10S OVER
- 6 cell capacity protection, when cell capacity drop too low, cell indicator will flash

Remarks:

This package does not include the 18650 cell or charger

Customer need to choose suitable 18650 cell and the corresponding charger. The cell output should be 20A or above

Once the capacity indicator drop to minimum, the cell need to recharge

The information contained in this manual is subject to change without notice

Caution:

- 1 Do not charge the cell outdoors and keep away from water
- 2 Do not use this battery for others purpose except only for vaping
- 3 Do not touch or spill the e-liquid
- 4 Do not try to disassemble the battery
- 5 Do not dispose battery to fire or use it in extreme temperature
- 6 Suitable range of using temperature is 5 - 45 degree C
- 8 Do not use the e-cigarette while driving
- 9 Do not swallow the e-juice
- 10 Do not use the electronic cigarette more frequently or for longer periods than conventional cigarettes. The electronic cigarette is not a smoking cessation device

- 11 Choose suitable wattage to prevent damage to the coil
- 12 Keep all components away from children and pets
- 13 This kit is intended for use by adults and not by children, women who are pregnant or person having disease or sick which may affect by this product.
14. For people with adverse reaction after using this product, it is recommended to use the Juice with lower nicotine content or no nicotine.
- 15 Customers advise to use this kit package for vaping only
- 16 Improper use of this product may take their own risk
- 17 Kangertech will not guarantee products that have been damaged by improper use or intentional damage

Trouble shooting:

	Condition	Analysis
1	Press the fire button and resistance value flash	Check atomizer whether short or open
2	Press the fire button and battery indicator flash	Check the battery is charged or can discharge 20A
3	After install the battery but no display	Check if the cell reverse install
		Check if the cell is charged
		Check if the cell poles any rusty
		Recharge the cell and test again

SUBOX™ Mini

Ce kit inclues le mini SUBTANK atomiseur et le KBOX mini, lesquels possèdent un filetage de 510, peuvent s'assembler facilement en ajoutant leur E-juice pour vaporiser.

Collis include

- 1 KBOX Mini
- 2 SUBTANK Mini
- 3 OCC 0.5 SUB Ohm x 1
- 4 OCC 1.5 Ohm x 1
- 5 PBA coil x 1
- 6 PBA Mini Plus Base x 1
- 7 Manuel x 1
- 8 RBA vis de table x 2, couvre-vis x 2
- 9 Tournevis x 1
- 10 le Japon coton
- 11 Cable de USB

Spécification

SUBTANK Mini

Diametre 22 mm

Longueur 48 mm

Poids 66.5 g

Capacité 4.5 mL

Eroulement OCC/PBA



PBA Base Plus Décachetée

KBOX Mini

Chassis en alliage Zinc Alloy

Filetage 510 filetages

Affichage OLED

Hauteur 82 mm

Longueur 39 mm

Épaisseur 22 mm

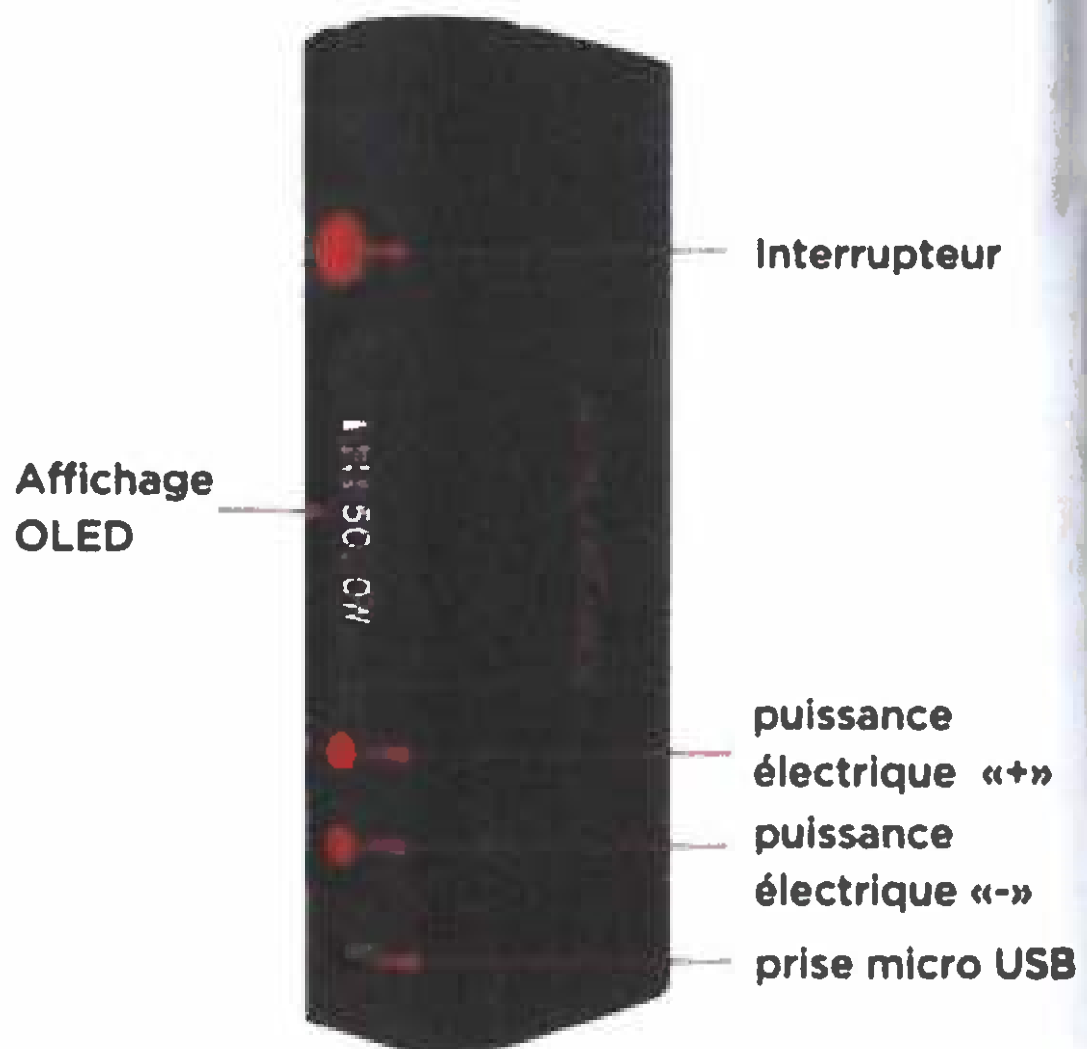
Poids 110 g (exclure 18650 cellules)

Sortie watt de 7 w à 50 w avec 0.1 w croissance

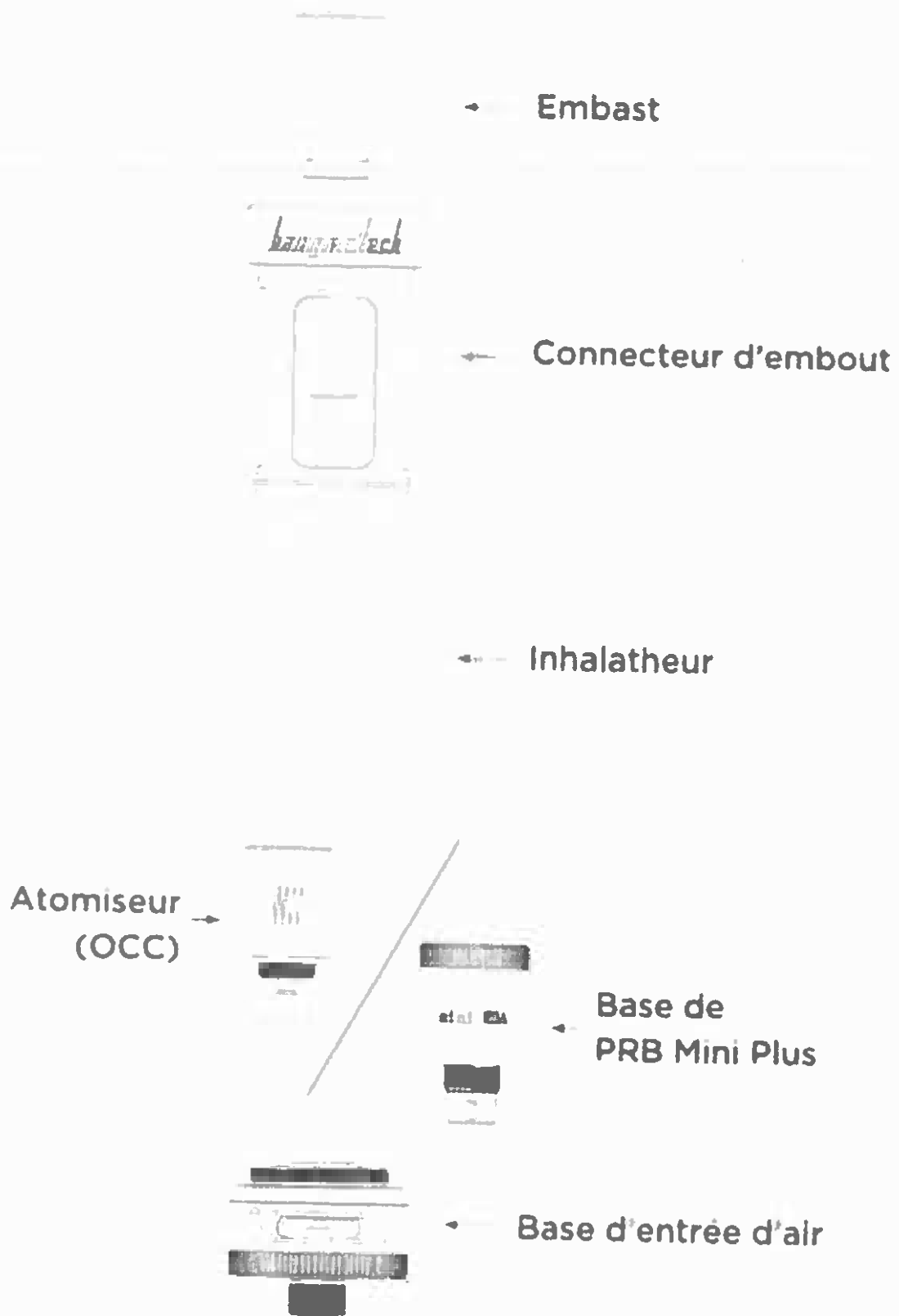
Chargement Micro USB, DC 5V à 1A

Cellule Lithium 18650, 3.7V (il faut discharger plus de 20A)

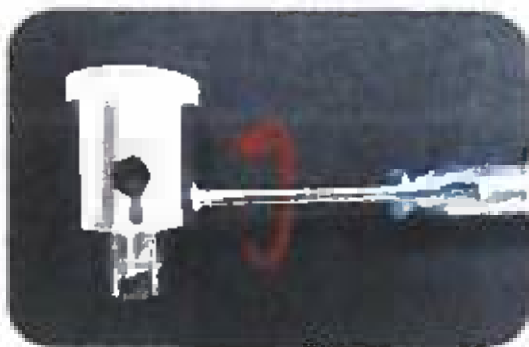
Inhalateur atomiseur approprié 0.3 Ohm à 1.6 Ohm (plus de 1.6 Ohm Il ne faut pas atteindre 50W pour la sortie)



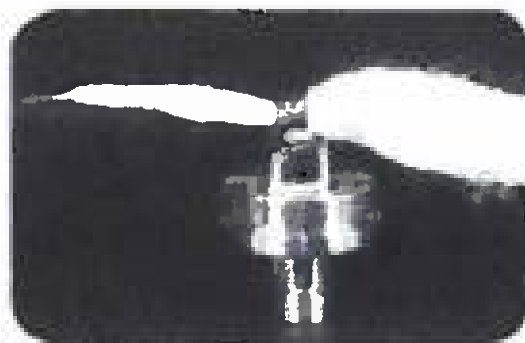
Tête d' OCC / l'installation de la Base de PBA Mini Plus



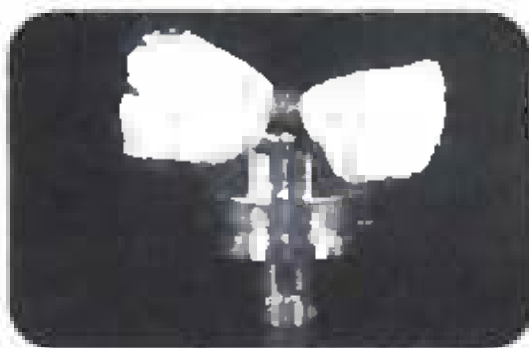
Etapes de positionnement du coton



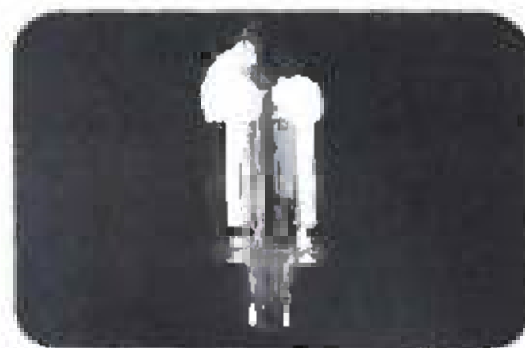
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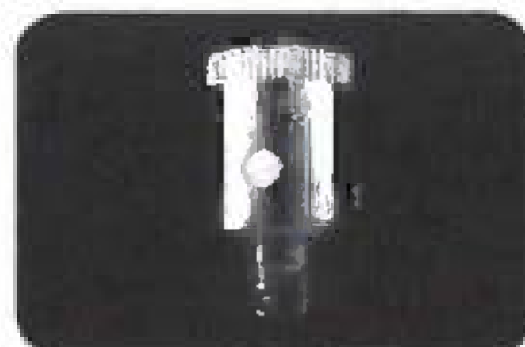
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(6)



(7)



(8)

Remplissage de E-juice

Le vaporisateur est totalement remplaçable et prévue pour une durée de vie

On doit changer le vaporisateur lorsque le parfum et/ou la vapeur est réduite

Pour remplacer celui-ci on démonte enlève le réservoir de la batterie et retourner le réservoir dévisser la base d'entrée d'air et mettre avec précaution le réservoir à part Dévisser le vaporisateur dans le sens inverse des aiguilles d'une montre Aussitôt désassemble s'en débarrasser et le remplacer par le nouveau OCC Revisser le dans le sens des aiguilles d'une montre sur la base d'entrée d'air Remplir le réservoir avec E-juice et veiller à ce que le niveau atteigne la moitié de la tige et vérifier qu'il n'y a pas de fuites Revisser la base d'entrée d'air dans le sens des aiguilles d'une montre sur le réservoir Vous pouvez maintenant reconnecter le réservoir à votre Mini KBOX (filetage de 510) et commencer à vaporiser

Réglage débit d'air:

1. Il y a trois niveau de réglage possible
2. Chaque niveau est stabilisé au moyen d'une valve

Changer le RBA.

L'utilisateur pourra remplacer RBA par un Mini RBA Plus dans le réservoir sans le démonter ou remplacer des pièces
Il suffit de remplacer la tête OCC

Précaution OCC/RBA

La tête OCC/RBA ne doit pas devenir sèche. L'utilisateur doit s'assurer que la tête OCC/RBA en chêne est avec E-Juice avant de rallumer l'alimentation. Après remplacement de la nouvelle tête, remplir de E-Juice le mini réservoir et attendre 30 secondes que le coton soit complètement imbibé avant l'utilisation.

Pour assembler/désassembler le réservoir tenir la base de flux d'air par l'extrémité. Ne pas le tenir par le verre en pyrex car il se cassera et produira une fuite.

Méthode d'utilisation du KBOX

1. 5 clics rapide pour passer de allumer/eteindre
2. Après allumage, OLED affiche «Kanger Tech» en mode attente
3. Presser le bouton (+) et (-) pour régler la puissance de sortie
4. Affichage de niveau de la batterie, valeur de la résistance et la puissance de sortie
5. Presser (+) et (-) pour ajuster l'affichage
6. En branchant la prise USB de la cellule, l'affichage indique le niveau de charge de la batterie. Quand la pleine charge est atteinte, OLED se coupe
7. On peut utiliser la vapeur pendant la charge de la batterie

Protection de la KBOX

1. En cas de court circuit, OLED clignote et affiche 0.0 ohm
2. Circuit ouvert, OLED clignote et affiche 9.9 ohm
3. Protection de montage à l'envers, pas de puissance de sortie quand la cellule est à l'envers

- 4 En cas de surchauffe du PCB la batterie se coupe et OLED affiche « Time high »
- 5 Protection de 10 secondes d'usage supplémentaire pas de puissance de sortie OLED affiche IOS EVER
- 6 Protection de capacité de la cellule , quand la capacité de la batterie est trop basse indicateur clignote

Remarques:

Ce colis ne contient pas la cellule 18650 ou le chargeur Le client doit choisir la cellule 18650 adapté et le chargeur correspondant La cellule de sortie doit être de 20A ou plus Quand l'indicateur de capacité descend au minimum la cellule doit être recharger

Aucune notice de la charge est susceptible d'être dans le manuel

Précaution.

- 1 Ne pas charger a l'extérieur et la cellule craint l'humidité
- 2 N'utiliser la batterie que pour le vaporisateur
- 3 Ne pas toucher ou renverser le jus de nicotine
- 4 Ne pas essayer de démonter la batterie
- 5 Ne pas exposer la batterie a la flamme et au haute température
- 6 Utiliser sous une température compris entre 5 et 45 degrés C
- 8 Ne pas utiliser E-cigarette en conduisant
- 9 Ne pas avaler E-Juice
- 10 Ne pas utiliser la cigarette électronique plus fréquemment qu'une cigarette classique La cigarette électronique n'a pas usage de sevrage du tabac

- 11 Choisir la tension adaptée pour ne pas endommager la bobine
- 12 Tenir les composants éloignés des enfants et des animaux domestiques
- 13 Ce produit ne doit pas être utilisé par les adultes pas par enfants, les femmes enceintes, les personnes allergiques au produit.
- 14 En cas de réaction défavorable, il est recommandé de diminuer le taux de nicotine ou de le supprimer.
- 15 Il est conseillé de ne l'utiliser que pour vaporiser.
- 16 Un usage rapproché est aux risques et périls de l'utilisateur.
- 17 Kangertech ne garantit pas ses produits en cas d'utilisation dommageable intentionnelle ou au cours d'un mauvais usage.

Dépannage

	ETAT	ANALYSE
1	Presser le bouton rouge et la valeur de la résistance est grande	Vérifier que le vaporisateur n'est pas trop court ouvert
2	Presser le bouton rouge et la valeur de la batterie est grande	Vérifier que la charge est 20A
3	Pas d'affichage après installation de la cellule	Vérifier que la cellule n'est pas inversée
		Vérifier que la cellule est bien chargée
		Vérifier que les connexions ne soient pas dévies
		Recharger la cellule et vérifier

Designed and Manufactured by Kanger
A1 building Haocheng Industrial Park, NO.66
Hexlu Road, Heping Village, Fuyong Town, Bao'an District,
Shenzhen, China

深圳市康尔科技有限公司
深圳市宝安区福永街道办和平和秀西路66号
豪成工业园A1栋

www.KangerTech.com

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MADE IN CHINA



EXHIBIT “E”







EXHIBIT “F”



















