

RETURN DATE: : SUPERIOR COURT  
JOHN TERNI : J. D. OF WATERBURY  
VS. : AT WATERBURY  
SILVER CITY VAPORS II, LLC and : APRIL 2, 2025  
GEEKVAPE TECHNOLOGY CO., LTD

**COMPLAINT**

**FIRST COUNT:** (Negligence as against SILVER CITY VAPORS II, LLC)

1. At all times relevant herein, the Defendant, SILVER CITY VAPORS II, LLC, did business at 1049 Queen Street, #6, Southington, Connecticut as SILVER CITY VAPORS (hereinafter referred to as "SILVER CITY").
2. At all times relevant herein, the Defendant, GEEKVAPE TECHNOLOGY CO., LTD., did business at Suite 3012, Xingye Road, 7<sup>th</sup> Floor, West Block, Lao Bing Building 6, Shenzhen 518000 China.
3. In or about April 7, 2022, the Plaintiff, JOHN TERNI, a resident of Wolcott, Connecticut, was a client and customer of the Defendant, SILVER CITY, and had purchased a Geekvape Aegis vape pen, or electronic nicotine delivery system from said Defendant.
4. The subject Geekvape Aegis vape pen was manufactured by the Defendant, GEEKVAPE TECHNOLOGY CO., LTD.
5. On or about April 7, 2022, while the Plaintiff was at work, he kept the subject vape pen in his right pocket.
6. On or about April 7, 2022, while at work, the subject Geekvape vape pen suddenly and without any warning exploded in the Plaintiff's pocket.
7. As a direct and proximate result of said explosion, the Plaintiff felt his leg burn as flames shot out as high as his head.
8. As the pain increased, the Plaintiff unsuccessfully attempted to remove the vape pen from his pocket.
9. Thereafter a bystander provided aid by ripping the vape pen out of the Plaintiff's pocket.

10. This occurrence was due to the negligence and carelessness of the Defendant, SILVER CITY VAPORS II, LLC, its agents, servants and/or employees for cause in one or more of the following ways:

- (a) In that the Defendant knew, or in the exercise of due care, should have known, that said product was a hazard to the Plaintiff, and so warned the Plaintiff of said dangerous propensities;
- (b) In that the Defendant failed to remedy or remove this dangerous product, when same was reasonably necessary given the circumstances;
- (c) In that the Defendant failed to erect or maintain proper safeguards, warnings, signs, or failed to otherwise warn the Plaintiff of the dangerous propensities of the subject product;
- (d) In that the Defendant failed to take adequate measures to remedy and correct said product;
- (e) In that the Defendant failed to adequately inspect the subject product for such dangerous propensities that may cause a hazard to customers such as the Plaintiff;
- (f) In that the Defendant failed to provide the Plaintiff with adequate warnings, instructions and/or safety precaution information even though it was foreseeable that the Plaintiff would not be aware of the danger to him in carrying this product.

11. As a direct and proximate result of the negligence and carelessness of the Defendant, the Plaintiff's sustained injuries and damages, some of which may be permanent in duration and effect, including but not limited to:

- (a) Severe burns to the lateral and posterior of the right leg;
- (b) Burns to right knee and right calf;
- (c) Partial thickness right leg burn to 7% body surface;
- (d) Bruising and discoloration;
- (e) Lacerations and contusions;
- (f) Extreme upset to his nervous system;
- (g) Diminished range of motion;
- (h) Difficulty sleeping.

12. As a further direct and proximate result of the aforesaid negligence and carelessness of the Defendants, the Plaintiff, JOHN TERNI, was caused to incur bills for medical examination, care, treatment, physical therapy, surgery, and may be forced to continue incurring same indefinitely into the future.

13. As a further direct and proximate result of the aforesaid negligence and carelessness of the Defendants, the Plaintiff, JOHN TERNI, was caused to endure pain and suffering, and was unable to conduct his usual daily activities for a significant period of time.

14. As a further direct and proximate result of the aforesaid negligence and carelessness of the Defendants, the Plaintiff, JOHN TERNI, was caused to miss time from his employment, thereby losing wages, and may well have suffered a loss of his earning capacity.
15. As a further direct and proximate result of the aforesaid negligence and carelessness of the Defendants, the Plaintiff, JOHN TERNI, was caused to incur damage to personal property, including clothing.

SECOND COUNT (Products Liability as against the Defendant, SILVER CITY VAPORS II, LLC)

1. Paragraphs 1 throughout 9, inclusive, of the First Count are hereby incorporated by reference as Paragraphs 1 throughout 9, inclusive, of this the Second Count.
10. At all times relevant herein, the Defendant, SILVER CITY VAPORS II, LLC, was a duly authorized business existing under the laws of the State of Connecticut, and was authorized to do business in the State of Connecticut.
11. At all times relevant herein, the Defendant, SILVER CITY VAPORS II, LLC, was a product seller as that term is defined in C.G.S. Section 52-572m, et seq.
12. On or about April 7, 2022, the Plaintiff, JOHN TERNI, was a customer of the Defendant, SILVER CITY VAPORS II, LLC, and he had previously purchased a Geekvape Aegis vape pen at said store.
13. On said date, the Plaintiff possessed the subject vape pen, and carried same in his right pocket.
14. On said date, and at said time and place, the subject vape pen exploded causing injury to the Plaintiff's right leg.
15. This action is being brought pursuant to C.G.S. Section 52-572m, et seq, in Product Liability.
16. The subject vape pen was defective, and said defect was caused by the acts and/or omissions of the Defendant, SILVER CITY VAPORS II, LLC, their agents, employees and/or officers, acting within the scope of their authority and/or employment in one or more of the following ways:
  - (a) The Defendant designed, manufactured, distributed and/or sold the product lacking proper safeguards which rendered the product unreasonably dangerous to the Plaintiff;

- (b) The product sold by the Defendant was defective in that it lacked proper safety guards to prevent injury
- (c) The Defendant was negligent and careless in the design, manufacture, distribution and/or sale of the product in that it failed to properly test and investigate the nature, properties and characteristics of the product prior to placing it in the stream of commerce;
- (d) The Defendant failed to provide the Plaintiff with adequate warnings, instructions, and/or safety precaution information even though it was foreseeable that the Plaintiff would be unaware of the dangers posed by carrying the product;
- (e) The Defendant distributed and sold the product containing unsuitable materials and/or components, including but not limited to the battery, and all electronic wiring, rendering the product unreasonably dangerous;
- (f) The Defendant failed to provide the Plaintiff with adequate warnings, instructions and/or safety precautions, when same would have been technically and economically feasible;
- (g) The Defendant represented to consumers that the product was safe for usage by consumers for the purpose intended;
- (h) The Defendant knew, or in the exercise of reasonable and due care, should have known its representations were false;
- (i) The Defendant intentionally and/or negligently and carelessly made said representations for the purpose of inducing customers, like the Plaintiff, to purchase and use the product.

- 17. The Plaintiff relied upon the representations of the Defendant, SILVER CITY VAPORS II, LLC.
- 18. Said conduct constitutes a reckless disregard for the safety of product users, consumers and others who are or may be injured by the product.
- 19. Paragraphs 11 throughout 15, inclusive, of the First Count, are hereby incorporated by reference as Paragraphs 19 throughout 23, inclusive, of this the Second Count.

THIRD COUNT: (Products Liability under the “Malfunction Theory” as against the Defendant, SILVER CITY VAPORS II, LLC)

- 1. Paragraphs 1 throughout 23, inclusive, of the Second Count, are hereby incorporated by reference as Paragraphs 1 throughout 23, inclusive, of this the Third Count.
- 24. The incident of April 7, 2022, which caused the injuries and damages incurred by the Plaintiff would not ordinarily occur absent some product defect.
- 25. This defect was most likely attributable to the manufacturer and not some other reasonably possible cause.

FOURTH COUNT: (Products Liability as against the Defendant, GEEKVAPE TECHNOLOGY CO., LTD)

1. Paragraphs 1 throughout 9, inclusive, of the First Count are hereby incorporated by reference as Paragraphs 1 throughout 9, inclusive, of this the Fourth Count.
10. At all times relevant herein, the Defendant, GEEKVAPE TECHNOLOGY CO., LTD), was a foreign corporation with its principle place of business located at Suite 3012, Xingye Road, 7<sup>th</sup> Floor, West Block, Lao Bing Building 6, Shenzhen 518000 China.
11. At all times relevant herein, the Defendant, GEEKVAPE TECHNOLOGY CO., LTD was a product seller within the meaning of C.G.S. Section 52-572m, et seq.
12. At all times relevant herein, the Defendant, GEEKVAPE TECHNOLOGY CO., LTD was a manufacturer within the meaning of C.G.S. Section 52-572m, et seq.
13. On or about April 7, 2022, the Plaintiff, JOHN TERNI, was a customer of the Defendant, SILVER CITY VAPORS II, LLC, and he had previously purchased a Geekvape Aegis vape pen at said store that was manufactured by the Defendant, GEEKVAPE TECHNOLOGY CO., LTD.
14. On said date, the Plaintiff possessed the subject vape pen, and carried same in his right pocket.
15. On said date, and at said time and place, the subject vape pen exploded causing injury to the Plaintiff's right leg.
16. This action is being brought pursuant to C.G.S. Section 52.572m, et seq, in Product Liability.
17. The subject vape pen was defective, and said defect was caused by the acts and/or omissions of the Defendant, GEEKVAPE TECHNOLOGY CO., LTD, their agents, employees and/or officers, acting within the scope of their authority and/or employment in one or more of the following ways:
  - (a) The Defendant designed, manufactured, distributed and/or sold the product lacking proper safeguards which rendered the product unreasonably dangerous to the Plaintiff;
  - (b) The product sold by the Defendant was defective in that it lacked proper safety guards to prevent injury
  - (c) The Defendant was negligent and careless in the design, manufacture, distribution and/or sale of the product in that it failed to properly test and investigate the nature, properties and characteristics of the product prior to placing it in the stream of commerce;

- (d) The Defendant failed to provide the Plaintiff with adequate warnings, instructions, and/or safety precaution information even though it was foreseeable that the Plaintiff would be unaware of the dangers posed by carrying the product;
  - (e) The Defendant distributed and sold the product containing unsuitable chemicals, materials and/or components, including but not limited to the battery, and all electronic wiring, rendering the product unreasonably dangerous;
  - (f) The Defendant failed to provide the Plaintiff with adequate warnings, instructions and/or safety precautions, when same would have been technically and economically feasible;
  - (g) The Defendant represented to consumers that the product was safe for usage by consumers for the purpose intended;
  - (h) The Defendant knew, or in the exercise of reasonable and due care, should have known its representations were false;
  - (i) The Defendant intentionally and/or negligently and carelessly made said representations for the purpose of inducing customers, like the Plaintiff, to purchase and use the product.
18. The Plaintiff relied upon the representations of the Defendant, GEEKVAPE TECHNOLOGY CO., LTD.
19. Said conduct constitutes a reckless disregard for the safety of product users, consumers and others who are or may be injured by the product.
20. Paragraphs 20 throughout 24, inclusive, of the First Count, are hereby incorporated by reference as Paragraphs 20 throughout 24, inclusive, of this the Second Count.

FIFTH COUNT: (Products Liability under the “Malfunction Theory” as against the Defendant, GEEKVAPE TECHNOLOGY CO., LTD.)

1. Paragraphs 1 throughout 24, inclusive, of the Fourth Count, are hereby incorporated by reference as Paragraphs 1 throughout 24, inclusive, of this the Fifth Count.
25. The incident of April 7, 2022, which caused the injuries and damages incurred by the Plaintiff would not ordinarily occur absent some product defect.
26. This defect was most likely attributable to the manufacturer and not some other reasonably possible cause.

SIXTH COUNT: (Negligence as against the Defendant, GEEKVAPE TECHNOLOGY CO., LTD.)

1. Paragraphs 1 throughout 9, inclusive, First Count, are hereby incorporated by reference as Paragraphs 1 throughout 9, inclusive, of this the Sixth Count.
10. This occurrence was due to the negligence and carelessness of the Defendant, GEEKVAPE TECHNOLOGY CO., LTD., its agents, servants and/or employees for cause in one or more of the following ways:
  - (a) In that the Defendant knew, or in the exercise of due care, should have known, that said product was a hazard to the Plaintiff, and so warned the Plaintiff of said dangerous propensities;
  - (b) In that the Defendant failed to remedy or remove this dangerous product, when same was reasonably necessary given the circumstances;
  - (c) In that the Defendant failed to erect or maintain proper safeguards, warnings, signs, or failed to otherwise warn the Plaintiff of the dangerous propensities of the subject product;
  - (d) In that the Defendant failed to take adequate measures to remedy and correct said product;
  - (e) In that the Defendant failed to adequately inspect the subject product for such dangerous propensities that may cause a hazard to customers such as the Plaintiff;
  - (f) In that the Defendant failed to provide the Plaintiff with adequate warnings, instructions and/or safety precaution information even though it was foreseeable that the Plaintiff would not be aware of the danger to him in carrying this product;
  - (g) In that the Defendant failed to properly test and vet the battery chosen for use in this product, when in the exercise of reasonable and due care, it could, would and should have done so;
  - (h) In that the Defendant failed to properly inspect the subject product to ensure it was being safely released to the public, free of hazards, when in the exercise of reasonable and due care, it could, would and should have done so;
  - (i) In that the Defendant negligently and carelessly assembled the product such that it became hazardous in its use, when in the exercise of reasonable and due care, it could, would and should have assembled same properly;
  - (j) In that the Defendant owed a duty of care to the Plaintiff to ensure that the product was safe and free from unreasonable risks, and failed to meet this duty;
  - (k) In that the product's design was flawed, making it unreasonably dangerous, and a safer alternative existed;
  - (l) In that the product was manufactured incorrectly, deviating from the intended design, and causing a defect.

11. Paragraphs 11 throughout 15, inclusive of the First Count are hereby incorporated by reference as Paragraphs 11 throughout 15, inclusive, of this the Sixth Count.

THE PLAINTIFF,  
JOHN TERNI

By 

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**STATEMENT OF AMOUNT IN DEMAND**

The Plaintiff hereby claims damages, exclusive of interest and costs, in excess of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS.

THE PLAINTIFF  
JOHN TERNI

By \_\_\_\_\_

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