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[REDACTED]

Attorneys for Plaintiff Hayde Guevara

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

**HAYDE GUEVARA, an individual,
Plaintiff,**

v.

**SHARKNINJA OPERATING, LLC., a
Massachusetts Limited Liability
Company,
Defendant.**

Case No.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

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

1 Plaintiff, **HAYDE GUEVARA** (hereafter referred to as “Plaintiff”), by and
2 through her undersigned counsel, [REDACTED]
3 [REDACTED], hereby submits the following First Amended Complaint and Demand for Jury
4 Trial against Defendant **SHARKNINJA OPERATING, LLC** (hereafter referred to as
5 “Defendant SharkNinja“ or “Defendant”) alleges the following upon personal
6 knowledge and belief, and investigation of counsel:

7 **NATURE OF THE CASE**

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

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

14 3. On or about February 2, 2020, Plaintiff suffered serious and substantial burn
15 injuries as the direct and proximate result of the pressure cooker’s lid suddenly and
16 unexpectedly exploding off the pressure cooker’s pot during the normal, directed use
17 of the pressure cooker, allowing its scalding hot contents to be forcefully ejected from
18 the pressure cooker and onto Plaintiff.

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

22 **THE PARTIES**

23 5. Plaintiff was, at all relevant times, a resident of the City of Lodi, County of San
24 Joaquin, State of California.

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

28 7. Defendant SharkNinja is a Massachusetts Limited Liability Corporation

1 incorporated in the State of Delaware and has a principal place of business located at
2 89 A St. # 100, Needham, MA 02494. Defendant SharkNinja has a registered service
3 address Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

4 8. At the time of Plaintiff's injuries on February 2, 2020, the sole member of
5 SharkNinja Operating, LLC was EP Midco, LLC, a Massachusetts Limited Liability
6 Company created and organized under the law of the State of Delaware and located at
7 89 A St. # 100, Needham, MA 02494.

8 9. At the time of Plaintiff's injuries on February 2, 2020, the sole member of EP
9 Midco, LLC was Brian Lagarto.

10 10. Mr. Largato is a resident and citizen of the state of Massachusetts, and operates
11 out of his principle places of business, 180 Wells Avenue, Suite 200, Newton,
12 Massachusetts, 02459.

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

15 **JURISDICTION AND VENUE**

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

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

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

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FACTUAL BACKGROUND

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2 15. Defendant SharkNinja is engaged in the business of designing, manufacturing,
3 warranting, marketing, importing, distributing and selling the pressure cookers at
4 issue in this litigation.

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

8 17. Defendant SharkaNinja boasts that its pressure cookers have “14 safety
9 features,”² which purport to keep the user safe while cooking.

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

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

17 20. On or about February 2, 2020, Plaintiff was using the pressure cooker designed,
18 manufactured, marketed, imported, distributed and sold by Defendant SharkNinja for
19 its intended and reasonably foreseeable purpose of cooking.

20 21. While the pressure cooker was in use for cooking, the pressure cooker’s lid
21 unexpectedly and suddenly blew off the pot in an explosive manner. The contents of
22 the pressure cooker were forcefully ejected out of the pot and onto Plaintiff, causing
23 severe, disfiguring burns to, *inter alia*, her arms.

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26 ¹ <https://www.ninjakitchen.com/pressure-cookers/> (last accessed January 25, 2022)

27 ² *Id.*

28 ³ Attached hereto as “Exhibit A” and incorporated by reference is the “Ninja Foodi 10-
in-1 8 Qt XL Pressure Cooker OS400 Series” Owner’s Manual. *See*, e.g. pgs. 15, 23.

1 22. Plaintiff and her family used the pressure cooker for its intended purpose of
2 preparing meals and did so in a manner that was reasonable and foreseeable by the
3 Defendant SharkNinja.

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

11 24. Defendant SharkNinja's pressure cookers possess defects that make them
12 unreasonably dangerous for their intended use by consumers because the lid can be
13 rotated and opened while the unit remains pressurized.

14 25. Further, Defendant SharkNinja's representations about "safety" are not just
15 misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly
16 in harm's way.

17 26. Economic, safer alternative designs were available that could have prevented
18 the pressure cooker's lid from being rotated and opened while pressurized.

19 27. As a direct and proximate result of Defendant SharkNinja's intentional
20 concealment of such defects, its failure to warn consumers of such defects, its negligent
21 misrepresentations, its failure to remove a product with such defects from the stream
22 of commerce, and its negligent design of such products, Plaintiff used an unreasonably
23 dangerous pressure cooker, which resulted in significant and painful bodily injuries.

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

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FIRST CAUSE OF ACTION

STRICT PRODUCTS LIABILITY

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3 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST SHARKNINJA
4 OPERATING, LLC., ALLEGES AS FOLLOWS:

5 29. Plaintiff incorporates by reference each preceding and succeeding paragraph as
6 though set forth fully at length herein.

7 30. At the time of Plaintiff's injuries, Defendant's pressure cookers were defective
8 and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

9 31. Defendant's pressure cookers were in the same or substantially similar
10 condition as when they left the possession of the Defendant.

11 32. Plaintiff and her family did not misuse or materially alter the pressure cooker.

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

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

16 a. The pressure cookers designed, manufactured, sold, and supplied by
17 Defendant were defectively designed and placed into the stream of
18 commerce in a defective and unreasonably dangerous condition for
19 consumers;

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

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

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

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

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

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

6 36. Defendant's actions and omissions were the direct and proximate cause of the
7 Plaintiff's injuries and damages.

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

13 **SECOND CAUSE OF ACTION**

14 **NEGLIGENT PRODUCTS LIABILITY**

15 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST SHARKNINJA
16 OPERATING, LLC., ALLEGES AS FOLLOWS:

17 37. Plaintiff incorporates by reference each preceding and succeeding paragraph as
18 though set forth fully at length herein.

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

22 39. Defendant failed to exercise ordinary care in the manufacture, sale, warnings,
23 quality assurance, quality control, distribution, advertising, promotion, sale and
24 marketing of its pressure cookers in that Defendant knew or should have known that
25 said pressure cookers created a high risk of unreasonable harm to the Plaintiff and
26 consumers alike.

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

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

7 41. Despite the fact that Defendant knew or should have known that consumers
8 were able to remove the lid while the pressure cookers were still pressurized,
9 Defendant continued to market (and continue to do so) its pressure cookers to the
10 general public.

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

16 **THIRD CAUSE OF ACTION**

17 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

18 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST SHARKNINJA
19 OPERATING, LLC., ALLEGES AS FOLLOWS:

20 42. Plaintiff incorporates by reference each preceding and succeeding paragraph as
21 though set forth fully at length herein.

22 43. At the time Defendant marketed, distributed and sold its pressure cookers to
23 the Plaintiff in this case, Defendant warranted that its pressure cookers were
24 merchantable and fit for the ordinary purposes for which they were intended.

25 44. Members of the consuming public, including consumers such as Plaintiff, were
26 intended third-party beneficiaries of the warranty.

27 45. Plaintiff reasonably relied on Defendant's representations that its pressure
28 cookers were a quick, effective and safe means of cooking.

1 46. Defendant's pressure cookers were not merchantable because they had the
2 propensity to lead to the serious personal injuries as described herein in this
3 Complaint.

4 47. Plaintiff used the pressure cooker with the reasonable expectation that it was
5 properly designed and manufactured, free from defects of any kind, and that it was
6 safe for its intended, foreseeable use of cooking.

7 48. Defendant's breach of implied warranty of merchantability was the direct and
8 proximate cause of Plaintiff's injury and damages.

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

14 **FOURTH CAUSE OF ACTION**

15 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR**
16 **PURPOSE**

17 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST SHARKNINJA
18 OPERATING, LLC., ALLEGES AS FOLLOWS:

19 49. Plaintiff incorporates by reference each preceding and succeeding paragraph as
20 though set forth fully at length herein.

21 50. Defendant manufactured, supplied, and sold its pressure cookers with an
22 implied warranty that they were fit for the particular purpose of cooking quickly,
23 efficiently and safely.

24 51. Members of the consuming public, including consumers such as Plaintiff, were
25 the intended third-party beneficiaries of the warranty.

26 52. Defendant's pressure cookers were not fit for the particular purpose as a safe
27 means of cooking, due to the unreasonable risks of bodily injury associated with its
28 use.

1 53. Plaintiff reasonably relied on Defendant's representations that its pressure
2 cookers were a quick, effective and safe means of cooking.

3 54. Defendant's breach of the implied warranty of fitness for a particular purpose
4 was the direct and proximate cause of Plaintiff's injuries and damages.

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

10 **INJURIES & DAMAGES**

11 55. As a direct and proximate result of Defendant's negligence and wrongful
12 misconduct as described herein, Plaintiff has suffered and will continue to suffer
13 physical and emotional injuries and damages including past, present, and future
14 physical and emotional pain and suffering as a result of the incident on or about
15 February 2, 2020. Plaintiff is entitled to recover damages from Defendants for these
16 injuries in an amount which shall be proven at trial.

17 56. As a direct and proximate result of Defendant's negligence and wrongful
18 misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the
19 loss of full enjoyment of life and disfigurement as a result of the incident on or about
20 February 2, 2020. Plaintiff is entitled to recover damages for loss of the full enjoyment
21 of life and disfigurement from Defendants in an amount to be proven at trial.

22 57. As a direct and proximate cause of Defendant's negligence and wrongful
23 misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for
24 medical care and treatment, as well as other expenses, as a result of the severe burns
25 she suffered as a result of the incident on or about February 2, 2020. Plaintiff is entitled
26 to recover damages from Defendants for her past, present and future medical and other
27 expenses in an amount which shall be proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

- A. That Plaintiff has a trial by jury on all of the claims and issues;
- B. That judgment be entered in favor of the Plaintiff and against Defendant on all of the aforementioned claims and issues;
- C. That Plaintiff recover all damages against Defendant, general damages and special damages, including economic and non-economic, to compensate the Plaintiff for her injuries and suffering sustained because of the use of the Defendants' defective pressure cooker;
- D. That all costs be taxed against Defendant;
- E. That prejudgment interest be awarded according to proof;
- F. That Plaintiff be awarded attorney's fees to the extent permissible under Federal and California law; and
- G. That this Court awards any other relief that it may deem equitable and just, or that may be available under the law of another forum to the extent the law of another forum is applied, including but not limited to all reliefs prayed for in this Complaint and in the foregoing Prayer for Relief.

Dated: January 25, 2022

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DEMAND FOR JURY TRIAL

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

Dated: January 25, 2022

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