

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**██████████, an individual,**  
**Plaintiff,**  
  
**v.**  
  
**SHARKNINJA OPERATING, LLC, a**  
**Massachusetts Limited Liability Company,**  
  
**Defendant.**

Case No.: 1:23-cv-00547

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, ██████████ (hereafter referred to as “Plaintiff”), by and through his undersigned counsel, ██████████ and ██████████  
██████████ hereby submit the following Complaint and Demand for Jury Trial against Defendant **SHARKNINJA OPERATING, LLC** (and upon information and belief, at all times hereinafter mentioned, alleges as follows:

**NATURE OF THE CASE**

1. Defendant designs, manufacture, markets, imports, distributes and sells consumer products such as blenders, which specifically includes the NutriNinja, Model BL720WM30, (referred to hereafter as “NutriNinja blender(s)”).

2. The NutriNinja blenders are defectively designed and manufactured, in that, the extremely fast-moving blade of the blenders heat the contents of the sealed bullet-shaped canister, which can (and does) unexpectedly explode when being used in its normal and intended manner by consumers. Consumers use the NutriNinja blenders without knowledge of the inherent risks. In a matter of short amount of time, the fast-spinning blades can unexpectedly heat up its contents,

such that if the blender explodes, the user is at risk of severe burns or lacerations and injuries requiring medical attention. The NutriNinja blenders pose a safety risk to consumers and other individuals who may be in close proximity to the NutriNinja blenders when it explodes.

3. The NutriNinja blenders have been the subject of numerous lawsuits around the nation for similar experiences and injuries as those suffered by the Plaintiff in this case.

4. Defendant knew or should have known of these defects, but has nevertheless put profit ahead of safety by continuing to sell its NutriNinja blenders to consumers, failing to warn said consumers of the serious risks posed by the defects, and failing to recall the dangerously defective NutriNinja blenders regardless of the risk of significant injuries to Plaintiff and consumers like her.

5. Defendant ignored and/or concealed its knowledge of these defects in its NutriNinja blenders from the Plaintiff in this case, as well as the public in general, in order to continue generating a profit from the sale of said NutriNinja blenders, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

6. As a direct and proximate result of Defendant's conduct, the Plaintiff in this case incurred significant and painful bodily injuries, medical expenses, physical pain, mental anguish, and diminished enjoyment of life.

**PLAINTIFF** [REDACTED]

7. Plaintiff is a resident and citizen of the city of Sewell, County of Gloucester, State of New Jersey.

8. On or about February 7, 2021, Plaintiff suffered serious and substantial injuries as the direct and proximate result of the SharkNinja blender's blade detaching from blade base during the normal, directed use of the SharkNinja blender.

**DEFENDANT SHARKNINJA OPERATING, LLC**

9. Defendant SharkNinja designs, manufacturers, markets, imports, distributes and sells a variety of consumer products, including the subject NutriNinja blender. Defendant SharkNinja is a Massachusetts Limited Liability Corporation incorporated in the State of Delaware and has a principal place of business located at 89 A St. # 100, Needham, MA 02494. Defendant SharkNinja has a registered service address Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

10. At the time of the initiation of this lawsuit, the sole member of SharkNinja Operating, LLC was EP Midco, LLC, a Massachusetts Limited Liability Company created and organized under the law of the State of Delaware and located at 89 A St. # 100, Needham, MA 02494.

11. At the time of the initiation of this lawsuit, the sole member of EP Midco, LLC was Brian Lagarto.

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

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

**JURISDICTION & VENUE**

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

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

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

### **FACTUAL BACKGROUND**

17. All NutriNinja blenders, including the NutriNinja Blender that injured the Plaintiff, essentially have three components: a powered base unit which contains a high-speed motor (“power base”), a plastic cup-shaped container that holds ingredients to be blended (“cup”), and a plastic lid mounted with metal blades (“blade base”), which screws into the cup and is energized by the base.

18. During the normal, as-directed use of a NutriNinja blender, a consumer puts cool or room temperature food into the plastic “bullet” cup. Once the cup is secured to the blade assembly and placed onto the unit’s base, the user is able to run the blender by pressing down on the cup. The blades then rotate, creating friction as they cut and chop the cup’s contents, which in turn causes the contents to heat up.

19. As the temperature rises inside the cup, the pressure from the frictional energy also rises. The temperature can get so hot that the pressure inside the cup forces the cup to separate from the blade while the blender is still running. This can cause the hot contents of the cup to explosively project outward without warning, landing on anyone and anything nearby.

20. Even if the cup does not separate from the blender while in use, the user is still at risk. If the contents of the cup are hot and under pressure when the cup is opened, the hot contents can again be explosively ejected onto the user, causing severe lacerations from a detached blade.

21. The NutriNinja blenders have been manufactured such that consumers cannot safely use them in the intended manner without risk of the NutriNinja blenders exploding which may result in physical injury or property damage.

22. There is no pressure relief built into the plastic cup other than unscrewing the lid.

23. Furthermore, there are no indicators for pressure build-up expect for resistance upon twisting the lid. The consumer lacks any obvious way to judge the danger of or the amount of pressure and heat buildup without handling the cup directly, thereby exposing the consumer to the release of hot contents or the blade base itself.

24. By reason of the forgoing acts or omissions, the above-named Plaintiff purchased the NutriNinja blender with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of blending.

25. Plaintiff used her NutriNinja blender for its intended purpose of preparing meals for herself and/or family and did so in a manner that was reasonable and foreseeable by Defendant.

26. However, the aforementioned NutriNinja blender was defectively designed and manufactured by Defendants in that its plastic cup could explosively separating from the blade base during the normal, directed use of the NutriNinja blender, allowing its scalding hot contents to be forcefully ejected onto consumer such as the Plaintiff.

27. Defendant's NutriNinja blenders possess defects that make them unreasonably dangerous for their intended use by consumers because the plastic cup can explosively separate from the blade base.

28. As a direct and proximate result of Defendants intentional concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, its failure

to remove a product with such defects from the stream of commerce, and its negligent design of such products, Plaintiff used an unreasonably dangerous blender, which resulted in significant and painful bodily injuries.

29. Consequently, the Plaintiff in this case seeks damages resulting from the use of Defendant's blender as described above, which has caused the Plaintiff to suffer from serious bodily injuries, medical expenses, physical pain, mental anguish, diminished enjoyment of life, and other damages.

### **SPECIFIC COUNTS**

#### **COUNT ONE**

#### **PURSUANT TO THE NEW JERSEY PRODUCTS LIABILITY ACT**

#### **(N.J.S.A. §2A:58C-1 *et. seq.*)**

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

31. This Count is brought pursuant to N.J.S.A. §2A:58C-1 *et. seq.*, the New Jersey Products Liability Act.

32. At the time of Plaintiffs' injuries, Defendant's blenders were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiffs.

33. Defendant's actions and omissions were the direct and proximate cause of the Plaintiffs' injuries and damages.

34. Defendant, under all applicable laws including, but not limited to, the New Jersey Products Liability Act, N.J.S.A. §2A:58C-1 *et. seq.*, is liable unto Plaintiffs for their injuries and damages for designing, manufacturing, assembling, marketing, distributing, and/or selling the aforesaid pressure cooker that was unreasonably dangerous in construction or composition, in design, because inadequate warnings about the product had not been provided, and/or because the

pressure cooker did not conform to the implied and express warranties of the manufacturer about this product.

35. Specifically, Defendant's blenders are unreasonably dangerous due the extremely fast-moving blade of the blenders heat the contents of the sealed bullet-shaped canister, which can (and do) unexpectedly explode when being used in its normal and intended manner by consumers. Consumers use the NutriNinja blenders without knowledge of the inherent risks. In a matter of short amount of time, the fast-spinning blades can unexpectedly heat up its contents, such that if the blender explodes, the user is at risk of severe burns or lacerations and injuries requiring medical attention. The NutriNinja blenders pose a safety risk to consumers and other individuals who may be in close proximity to the NutriNinja blenders when it explodes.

36. Further, reasonable consumers, including Plaintiffs, would not have reason to expect that the subject blender would retain pressure and/or that the blade would separate from the blade base, and would not be able to detect any such defect, and would not have any knowledge as to how to prevent such an incident occurring.

**WHEREFORE**, Plaintiffs demand judgment against Defendant for damages, together with interest, costs of suit and all such other relief as the Court deems proper.

**JURY TRIAL DEMANDED**

37. Plaintiffs are entitled to and demand a trial by jury.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs demand judgment against the Defendant as follows:

- A. On the **FIRST CAUSE OF ACTION**, compensatory damages, interest, attorneys' fees, costs of suit and any such other relief as the Court deems just and proper.

Date: January 31, 2023

Respectfully submitted,

[REDACTED]

[REDACTED]

*In association with:*

[REDACTED]

[REDACTED]