

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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ANGELA CAPPELLETTI,

Docket No.: 2:23-cv-02144

Plaintiff,

- against -

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

SHARKNINJA OPERATING, LLC

Defendant.

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Plaintiff, by and through her attorneys, **JOHNSON BECKER, PLLC** and **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**, upon information and belief, at all times hereinafter mentioned, alleges as follows:

**NATURE OF THE CASE**

1. Defendant designs, manufactures, markets, imports, distributes and sells consumer products such as blenders, including the subject “Ninja Blender,” which specifically includes the BL685 model (referred to hereafter as “Ninja blender(s)”) that is at issue in this case.

2. The Ninja blenders are defectively designed and manufactured in that the unit’s stacked blade assembly does not lock into place and is not secured to the gear shaft. When used in its normal and intended manner by consumers, the blade assembly can fall out of the pitcher, putting the user at risk of sustaining sever lacerations and injuries requiring medical attention. The Ninja blenders pose a safety risk to consumers and to other individuals who may be in close proximity to the Ninja blenders while they are in use.

3. Defendant knew or should have known of these defects, but has nevertheless put profit ahead of safety by continuing to sell its Ninja blenders to consumers and failing to recall the

dangerously defective Ninja blenders regardless of the risk of significant injuries to Plaintiff and consumers like her.

4. Defendant ignored its knowledge of these defects in its Ninja blenders in order to continue generating a profit from the sale of said Ninja blenders, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

5. 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 ANGELA CAPPELLETTI**

6. Plaintiff is a resident and citizen of the city of Central Islip, County of Suffolk, State of New York.

7. On or about March 26, 2020, Plaintiff suffered serious and substantial lacerations as the direct and proximate result of the Ninja blender's blade detaching from blade base during the normal, intended use of the Ninja blender. The incident occurred as the result of the Ninja blenders' defect(s), namely, the Ninja blender's use of an unsecured blade assembly.

**DEFENDANT SHARKNINJA OPERATING, LLC**

8. Defendant SharkNinja designs, manufacturers, markets, imports, distributes and sells a variety of consumer products, including the subject Ninja 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.

9. 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.

10. 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**

11. 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.

12. 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.

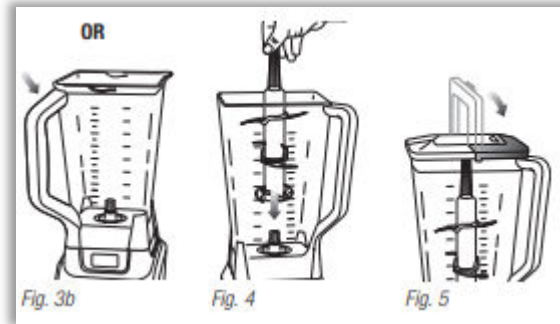
13. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant has sufficient minimum contacts with the State of New York and intentionally availed itself of the markets within New York through the promotion, sale, marketing, and distribution of its products.

### **FACTUAL BACKGROUND**

14. Ninja blenders, including the Ninja blender that injured the Plaintiff, essentially have three main components: a base unit which contains a high-speed motor and a gear shaft (“motor base”); a pitcher, which locks on to the motor base; and a stacked blade assembly with six sharp blades which is dropped onto the gear shaft (“blade assembly”). and a plastic lid mounted with metal blades (“blade base”), which screws into the cup and is energized by the base.

15. To assemble the unit, the user first aligns and lowers the pitcher onto the motor base, then rotates the pitcher clockwise until the pitcher locks in to place. Next the user takes the

blade assembly and places it onto the gear shaft. Once the user has added the desired ingredients, the lid is placed on top of the pitcher and locked into place.



See Ninja BL685 Owner’s Guide, pg. 5.

16. Unlike the pitcher and the pitcher lid, the blade assembly does not lock into place, and is not otherwise secured to the gear shaft. Instead, the blade assembly sits “loosely on the drive gear.”<sup>1</sup>

17. As a result, if the user pours the pitcher after removing the lid, or if the lid falls off the pitcher during pouring, the loose blade assembly can easily fall out of the pitcher and onto consumers, resulting in physical injuries such as severe lacerations.

18. Defendant SharkNinja became aware of this defect as early as November 12, 2015, when, in conjunction with the Consumer Product Safety Commission (CPSC), it recalled roughly 1.1 million of its Ninja BL660 series blenders for this exact defect.<sup>2</sup>

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<sup>1</sup> See Ninja BL685 Owner’s Guide, pg. 8. A copy of the Owner’s Guide is attached hereto as “Exhibit A.”

<sup>2</sup> See the CPSC Recall Notice from November 12, 2015 (<https://www.cpsc.gov/Recalls/2016/Laceration-Injuries-Prompt-SharkNinja-to-Recall-Ninja-BL660-Blenders>), a copy of which is attached hereto as “Exhibit B.”

19. According to the CPSC, the firm received 53 reports of lacerations caused by the stacked blade assembly falling out of the pitcher when consumers poured or inverted the pitcher after removing the lid with the blade assembly still inside.<sup>3</sup>

20. Despite its knowledge of this defect, Defendant SharkNinja has continued to sell and design blenders with loose, unsecured blade assemblies, including blenders like the BL685 blender involved in this case.

21. The Ninja blenders have been designed and manufactured such that consumers cannot safely use them in the intended manner without risk of physical injury.

22. By reason of the forgoing acts or omissions, the above-named Plaintiff purchased the Ninja 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.

23. Plaintiff used her Ninja 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.

24. However, the aforementioned Ninja blender was defectively designed and manufactured by Defendant in that its loose, unsecured blade assembly is able to fall out of the pitcher during the normal, intended use of the Ninja blender, putting consumers, such as Plaintiff, at risk of lacerations and other physical injuries.

25. Defendant's Ninja blenders possess defects that make them unreasonably dangerous for their intended use by consumers because the stacked blade assembly does not lock into place and is not otherwise secured to the gear shaft.

26. Economic, safer alternative designs were available that could have prevented the Ninja blender's blade assembly from easily falling out of the pitcher when it is poured or inverted.

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<sup>3</sup> *Id.*

Examples of such designs include, but are not limited to, securing or affixing the blade assembly to the gear shaft or designing a blade assembly that locks into place.

27. As a direct and proximate result of Defendant's intentional concealment of such defects, 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.

28. 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.

### **CLAIMS FOR RELIEF**

#### **COUNT I STRICT LIABILITY**

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

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

31. Defendant's Ninja blenders were in the same or substantially similar condition as when they left the possession of Defendant.

32. Plaintiff did not misuse or materially alter the Ninja blender.

33. The Ninja blenders did not perform as safely as an ordinary consumer would have expected them to perform when used in a reasonably foreseeable way.

34. Further, a reasonable person would conclude that the possibility and seriousness of harm outweighs the burden or cost of making the Ninja blenders safe. Specifically:

- a. The Ninja blenders designed, manufactured, sold, and supplied by Defendant were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers;
- b. The seriousness of the potential burn injuries resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;
- c. Defendant failed to properly market, design, manufacture, distribute, supply, and sell the Ninja blenders, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendant failed to warn and place adequate warnings and instructions on the Ninja blenders;
- e. Defendant failed to adequately test the Ninja blenders; and
- f. Defendant failed to market an economically feasible alternative design, despite the existence of the aforementioned economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

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

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

**COUNT II**  
**NEGLIGENT DESIGN DEFECT**

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

37. Defendant is the manufacturer, seller, distributor, marketer, and supplier of the subject Ninja blenders, which were negligently designed.

38. Defendant failed to exercise reasonable care in designing, developing, manufacturing, inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting its Ninja blenders, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiff.

39. As a result, the subject Ninja blenders, including Plaintiff's Ninja blender, contain defects in their design which render them unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant, which causes an unreasonable increased risk of injury.

40. Plaintiff in this case used her Ninja blender in a reasonably foreseeable manner and did so as substantially intended by Defendant.

41. The subject Ninja blender was not materially altered or modified after being manufactured by Defendant and before being used by Plaintiff.

42. As a direct and proximate result of Defendant's negligent design of its Ninja blenders, the Plaintiff in this case suffered injuries and damages described herein.

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

**COUNT III**  
**NEGLIGENT FAILURE TO WARN**

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

44. At the time in which the Ninja blender was purchased, up through the time Plaintiff was injured, Defendant knew or had reason to know that its Ninja blenders were dangerous and created an unreasonable risk of harm to consumers.

45. Defendant had a duty to exercise reasonable care to warn consumers of the dangerous conditions or the facts that made its Ninja blenders likely to be dangerous.

46. As a direct and proximate result of Defendant's failure to warn of the dangers of its Ninja blenders, the Plaintiff in this case suffered injuries and damages described herein.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together



with interest, costs of suit, and all such other relief as the Court deems proper.

**COUNT IV**  
**NEGLIGENCE**

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

48. Defendant has a duty of reasonable care to design, manufacture, market, and sell non-defective Ninja blenders that are reasonably safe for their intended uses by consumers, such as Plaintiff and her family.

49. Defendant failed to exercise ordinary care in the manufacture, sale, warnings, quality assurance, quality control, distribution, advertising, promotion, sale and marketing of its Ninja blenders in that Defendant knew or should have known that said Ninja blenders created a high risk of unreasonable harm to the Plaintiff and consumers alike.

50. Defendant negligent in the design, manufacture, advertising, warning, marketing and sale of its Ninja blenders in that, among other things, it:

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

51. Even though Defendant knew or should have known of the aforementioned defects, Defendant continued to market (and continue to do so) its Ninja blenders to the general public.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands that all issues of fact of this case be tried to a properly impaneled jury to the extent permitted under the law.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against the Defendant for damages, including exemplary damages if applicable, to which they entitled by law, as well as all costs of this action, interest and attorneys' fees, to the full extent of the law, whether arising under the common law and/or statutory law, including:

- a. judgment for Plaintiff and against Defendant;
- b. damages to compensate Plaintiff for her injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant's Ninja blenders;
- c. pre and post judgment interest at the lawful rate;
- d. a trial by jury on all issues of the case;
- e. an award of attorneys' fees; and
- f. for any other relief as this Court 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.

Date: March 20, 2023

Respectfully submitted,

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

*/s/ Randi Kassan, Esq.*

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***Attorneys for Plaintiff***

# NINJA®

## Professional Kitchen System

BL685  
OWNER'S GUIDE



ninjakitchen.com  
1-877-646-5288

# IMPORTANT SAFETY INSTRUCTIONS

## For Household Use Only

WHEN USING ELECTRICAL APPLIANCES, BASIC SAFETY PRECAUTIONS SHOULD ALWAYS BE FOLLOWED, INCLUDING THE FOLLOWING:

READ ALL INSTRUCTIONS BEFORE USING YOUR NINJA® PROFESSIONAL KITCHEN SYSTEM.

### POLARIZED PLUG

**⚠ WARNING:** To reduce the risk of electric shock, this appliance has a polarized plug (one blade is wider than the other). This plug will fit into a polarized outlet only one way. If the plug does not fit fully into the outlet, reverse the plug. If it still does not fit, contact a qualified electrician to install the proper outlet. DO NOT modify the plug in any way.

**⚠ WARNING:** Extension cords are not recommended for use with this product.

**⚠ CAUTION:** Blades are sharp, handle with care. When handling the blades, always hold by the shaft.

THIS BOOK COVERS MODEL NUMBER:  
BL685

### TECHNICAL SPECIFICATIONS

Voltage:	120V., 60Hz.
Power:	1200 Watts
Pitcher Capacity:	72 oz. (9 cups, 2.1 L)
MAX Liquid Capacity:	64 oz. (8 cups, 1.9 L)
Bowl Capacity:	64 oz. (8 cups, 1.8 L)
Nutri Ninja® Capacity:	18 oz. (2¼ cups, 530 mL) 24 oz. (3 cups, 710 mL)

**⚠ WARNING:**  
TO REDUCE THE RISK OF FIRE, ELECTRIC SHOCK OR INJURY:

- ⚠ WARNING:** Remove utensils prior to processing. Failure to remove may cause the jar to be damaged or to shatter which may cause personal injury.
- ⚠ WARNING:** The blade assemblies are sharp, not locked in place and removable, handle with care. When handling the blade assemblies, always hold by the shaft. Failure to do so will result in a risk of laceration.
- ⚠ WARNING:** Stacked Blade Assembly is sharp and not locked in place. If using the pour spout, ensure the lid is fully locked onto the pitcher. If pouring with the lid removed, carefully remove the Stacked Blade Assembly first, holding it by the shaft. Failure to do so will result in a risk of laceration.
- ⚠ WARNING:** Chopping Blade Assembly is sharp and not locked in place. Before emptying contents carefully remove lid and Chopping Blade Assembly, holding it by the shaft. Failure to do so will result in a risk of laceration.
- ⚠ CAUTION:** Do not blend hot liquids, doing so may cause excessive pressure build-up, resulting in risk of the user being burned.
- ⚠ CAUTION:** We do not recommend grinding in any of our Nutri Ninja® Cups.
- ⚠ CAUTION:** Remove the Pro Extractor Blades Assembly from the Nutri Ninja cup upon completion of blending. Do not store ingredients before or after blending them in the cup with the blade assembly attached. Some foods may contain active





**ingredients or release gases that will expand if left in a sealed container, resulting in excessive pressure buildup that can pose a risk of injury. For ingredient storage in the cup, use only Spout Lid to cover.**

- 8 To protect against electrical shock, do not submerge the appliance or allow the power cord to come into contact with water or any other liquid.
- 9 **DO NOT** allow young children to operate the appliance or use as a toy. Close supervision is necessary when any appliance is used near children.
- 10 Never leave an appliance unattended when in use.
- 11 Turn the appliance Off and remove the power cord from the electrical outlet when not in use, before assembling or disassembling parts and before cleaning. To unplug, grasp the plug and pull from the electrical outlet. Never pull from the power cord.
- 12 **DO NOT** abuse the power cord. Never carry the appliance by the power cord or yank it to disconnect from electrical outlet; instead grasp the plug and pull to disconnect.
- 13 This appliance has important information on the plug prong. The power cord is not suitable for replacement. If damaged, contact SharkNinja for service.
- 14 **DO NOT** operate any appliance with a damaged cord or plug, or after the appliance malfunctions, has been dropped or damaged in any manner. This appliance has no serviceable parts. Return the appliance to SharkNinja Operating LLC for examination, repair or adjustment.
- 15 **DO NOT** let the power cord hang over the edge of table or counter or touch hot surfaces such as the stove.
- 16 Always use appliance on a dry, level surface.
- 17 Keep hands, hair, clothing, as well as utensils out of container while processing to reduce the risk of severe injury to persons or damage to the appliance. A scraper may be used but only when the appliance is not running.
- 18 Avoid contact with moving parts.
- 19 **DO NOT attempt to sharpen blades.**
- 20 **DO NOT** use the appliance if blade assembly is bent or damaged.
- 21 To reduce risk of injury, never place the blade assembly on base without pitcher or bowl properly attached.
- 22 **DO NOT** operate this appliance on or near any hot surfaces (such as gas or electric burner or in a heated oven).
- 23 The use of attachments or accessories including canning jars, not recommended by the manufacturer may result in fire, electric shock or personal injury.
- 24 **DO NOT** remove the container from the motor base while the appliance is in operation.
- 25 To reduce the risk of injury, **NEVER** operate the appliance without the lid in place.
- 26 **DO NOT** try to defeat the interlock mechanism; make sure that the blade assembly is properly installed before operating the appliance.
- 27 **DO NOT** expose containers to extreme temperature changes.
- 28 **DO NOT** overfill. Never fill past the "Max" line.
- 29 **DO NOT** operate the appliance empty.
- 30 To reduce the risk of burns, always allow the appliance to cool before taking off parts and before cleaning.
- 31 In the event that the unit overheats, the control panel lights will flash and the unit will shut down. Unplug the unit and wait 15 minutes to reset.
- 32 **THIS PRODUCT IS INTENDED FOR HOUSEHOLD USE ONLY.** Do not use this appliance for anything other than its intended use. Do not use outdoors.
- 33 The maximum rating is based on the Stacked Blade Assembly (pitcher) that drives the greatest power and other recommended attachments may draw significantly less power or current.

# SAVE THESE INSTRUCTIONS

## What's Inside



Small 18 oz.  
Nutri Ninja® Cup



Regular 24 oz.  
Nutri Ninja Cup



Pro Extractor  
Blades® Assembly



Spout Lid



Stacked Blade  
Assembly (Pitcher)



Pitcher Lid



Pitcher



Chopping Blade  
Assembly  
(Processor Bowl)



Dough Blade  
Assembly  
(Processor Bowl)



Food Processor  
Bowl Lid



Food Processor  
Bowl



Motor Base

**NOTE: Blades are not interchangeable.**

## FEATURES:

- 1200 Watts
- Extra Large, 72 oz. Pitcher (64 oz. Max. Liquid Capacity) - BPA Free
- 64 oz. Bowl with Drizzle Hole - BPA Free
- 18 oz. & 24 oz. Nutri Ninja Cups - BPA Free
- 5 Speeds, Pulse and Nutri Ninja Functionality
- Sturdy, Non-Slip Base
- Total Crushing® Technology
- Lock-In Lid, Featuring Pour Spout
- Easy to Clean Electronic Control Panel



## Before First Use

### PLEASE KEEP THESE IMPORTANT SAFEGUARDS IN MIND WHEN USING THE APPLIANCE:

**IMPORTANT:** Make sure that the motor base is plugged in for use.

**IMPORTANT:** Never add ingredients into the container before placing the Blade Assembly in first.

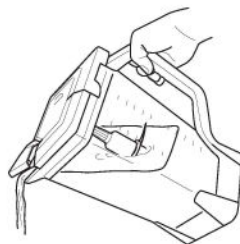
**IMPORTANT:** Blade Assemblies are not interchangeable.

**IMPORTANT:** DO NOT attempt to operate the appliance without the lid on.

**IMPORTANT:** Never run the appliance empty.

**IMPORTANT:** Appliance accessories are not intended to be used in the microwave as it may result in damage to the accessories.

**⚠ WARNING:** Stacked Blade Assembly is sharp and not locked in place. If using the pour spout, ensure the lid is fully locked onto the pitcher. Failure to do so will result in a risk of laceration.



**⚠ WARNING:** Stacked Blade Assembly is sharp and not locked in place. If pouring with the lid removed, carefully remove the Stacked Blade Assembly first, holding it by the shaft. Failure to do so will result in a risk of laceration.



**⚠ WARNING:** Chopping Blade Assembly is sharp and not locked in place. Before emptying contents carefully remove lid and Chopping Blade Assembly, holding it by the shaft. Failure to do so will result in a risk of laceration.



**⚠ CAUTION:** Do not immerse the motor base into water or any other liquid.

- 1 Remove all packaging material and labels from the appliance. Separate/remove all parts from each other.
- 2 Wash the lids, pitcher, bowl, Nutri Ninja® cups and Blade Assemblies in warm, soapy water. When washing the blade assemblies, use a dish-washing utensil with a handle to avoid direct hand contact with blades.

**⚠ WARNING:** Handle the Blade Assemblies with care when washing as they are very sharp.

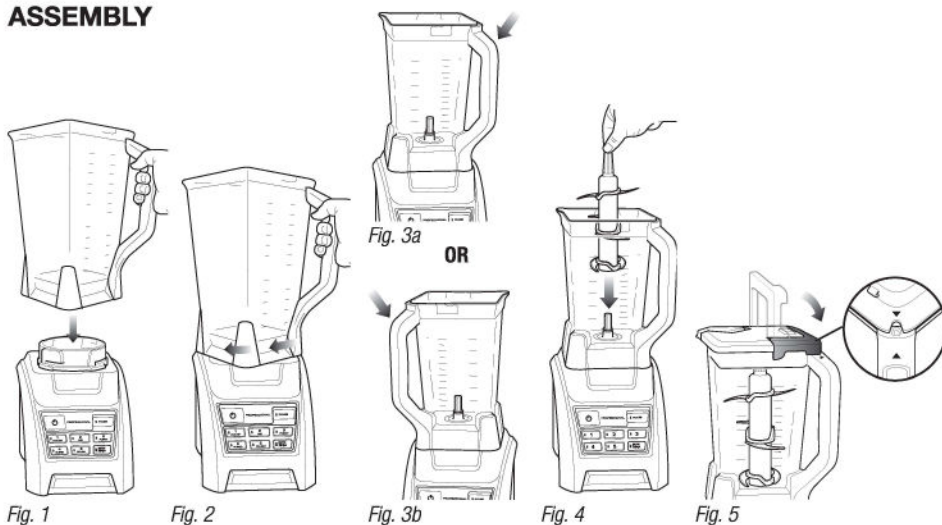
- 3 Handle blade assemblies with care to avoid contact with sharp edges. Rinse and air dry thoroughly.
- 4 The pitcher, bowl, Nutri Ninja cups, lids and Blade Assemblies are all dishwasher safe. It is recommended that the lids and blade assemblies be placed on the top rack. Ensure that the blade assemblies are removed from the containers before placing in the dishwasher.
- 5 Wipe the motor base clean with a damp cloth.



## Assembly and Use of the Pitcher

- ⚠ WARNING: Handle the Stacked Blade Assembly with care, as the blades are sharp.**
  - ⚠ WARNING: Remove utensils prior to processing. Failure to remove may cause the pitcher to be damaged or to shatter, which may cause personal injury.**
  - ⚠ WARNING: Never leave the appliance unattended while in use.**
  - ⚠ CAUTION: Do not blend hot liquids, doing so may cause excessive pressure buildup, resulting in risk of the user being burned.**
- IMPORTANT: Make sure that the motor base is plugged in for use.**

### ASSEMBLY



- 1 Review warning and caution statements above before proceeding to number 2.
- 2 Place the motor base on a clean, dry, level surface such as a counter or table top.
- 3 Align and lower the pitcher onto the motor base. **(Fig. 1)** Handle should be aligned slightly to the right of the "LOCK" symbol on the motor base.
- 4 Rotate the pitcher clockwise until it locks in place. You will hear a click when the lock is engaged. **(Fig. 2)**
- 5 The pitcher can be placed on the motor base two ways; the handle can be on the front right corner or the front left corner. **(Fig. 3a, Fig. 3b)**
- 6 Holding the Stacked Blade Assembly by the top of the shaft, place it onto the drive gear inside the pitcher. Ensure that the Stacked Blade Assembly is seated properly and is standing upright. **(Fig. 4)**

**NOTE:** The Stacked Blade Assembly will fit loosely on the drive gear.
- 7 Add the ingredients to the pitcher, making sure that they do not exceed the highest measured marking line on the side of the pitcher.

**NOTE:** If you need to add additional ingredients while the appliance is processing, open the pour spout cap and pour the ingredients in through the opening.

**NOTE:** When blending any kind of liquids, such as mixtures of any drinks or smoothies, do not exceed the "Max liquid" mark (64 ounces) on the pitcher.

- 8 Plug the power cord into the electrical outlet and press the power button (⏻).

**IMPORTANT: As a safety feature, the power button (⏻) will flash and the motor will not work if the pitcher and lid are not installed correctly. When the pitcher and lid are installed properly, the power button (⏻) will be solid, indicating that the appliance is ready for use.**

- 9 Holding the lid by the handle in the upright position, place it on top of the pitcher aligning the arrow (↘) located on the lid with the arrow (↗) located on the pitcher's handle. **(Fig. 5)** Press the handle down until you hear a click. The triangles on the lid and the pitcher handle **MUST** be aligned in order for the blender to turn on.

## USE

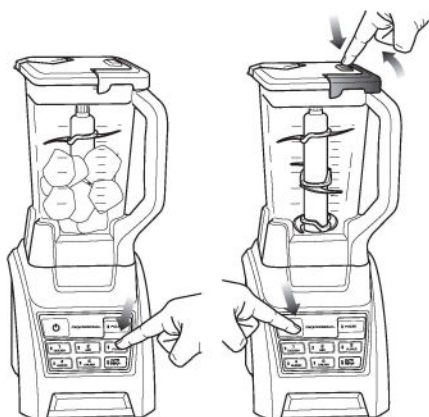


Fig. 6

Fig. 7

## REMOVAL

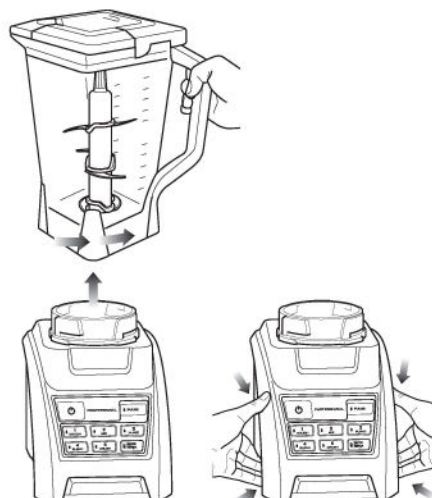


Fig. 8

Fig. 9

- 10** Select the speed that best suits your needs. **(Fig. 6)**

**NOTE:** Pulse ingredients for even chopping by pressing down in short intervals.

- 11** When you have reached your desired consistency, stop the appliance by pressing the power button (⏻) and wait for the stacked blade assembly to stop turning. **(Fig. 7)**

- 12** To remove the lid, press the release button on the lid, pull the lid handle up to a 90° angle and lift the lid off. Turn the pitcher counter clockwise and then lift off the base. **(Fig. 7, Fig. 8)**

- ⚠ CAUTION:** Never insert your hands in the pitcher as the blades are sharp. Always use a spatula to dislodge food that has stuck to the sides of the pitcher.

- 13** Open the pour spout cap and use the spout to empty liquid contents.

- 14** For thicker consistencies, remove the lid and stacked blade assembly carefully (by its shaft), then empty contents from the container. To remove the lid, press the release button on the lid and pull the lid handle up to a 90° angle and lift the lid off the pitcher. Then, carefully remove the Stacked Blade Assembly by the top of the shaft. Place Stacked Blade Assembly away from the work area to avoid accidental contact. Finally, empty contents from the pitcher.

- 15** Make sure that the unit is unplugged when not in use.

- 16** To release the motor base from the counter or table top, place your hands underneath both sides of the motor base and gently pull the unit up and towards you. **(Fig. 9)**

## Assembly and Use of the Nutri Ninja® Cup

- ⚠ **WARNING:** Handle the Pro Extractor Blades® Assembly with care, as the blades are sharp.
  - ⚠ **WARNING:** Remove utensils prior to processing. Failure to remove may cause the Nutri Ninja cup to be damaged or to shatter, which may cause personal injury.
  - ⚠ **WARNING:** Never leave the appliance unattended while in use.
  - ⚠ **CAUTION:** Do not blend hot liquids, doing so may cause excessive pressure buildup, resulting in risk of the user being burned.
  - ⚠ **CAUTION:** Remove the Pro Extractor Blades Assembly from the Nutri Ninja cup upon completion of blending. Do not store ingredients before or after blending them in the cup with the blade assembly attached. Some foods may contain active ingredients or release gases that will expand if left in a sealed container, resulting in excessive pressure buildup that can pose a risk of injury. For ingredient storage in the cup, use only Spout Lid to cover.
- IMPORTANT:** Make sure that the motor base is plugged in for use.

### ASSEMBLY



Fig. 1

Fig. 2

### PULSE



Fig. 3

### REMOVAL

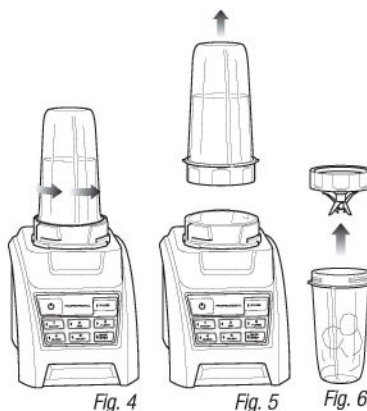


Fig. 4

Fig. 5

Fig. 6

- 1 Review warning and caution statements above before proceeding to number 2.
- 2 Place the motor base on a clean, dry, level surface such as a counter or table top.
- 3 Add ingredients to the Nutri Ninja cup.  
**NOTE:** Do not overfill! To avoid spilling, do not add ingredients past the "Max" fill line.
- 4 Place the Pro Extractor Blades® Assembly onto the cup and tightly screw it on clockwise until you have a good seal. **(Fig. 1)**
- 5 Turn the Nutri Ninja cup upside down and place it onto the motor base, aligning the tabs on the cup with the motor base. Rotate the Nutri Ninja cup clockwise until it is locked in place, you will hear a click when the lock is engaged. **(Fig. 2)** Turn the power button on, the Nutri Ninja button and Pulse will illuminate.
- 6 Press down on the Pulse button in short intervals to break down tough ingredients. Press the Nutri Ninja button to activate the 30 second continuous run. **(Fig. 3)** The unit will stop after 30 seconds.
- 7 Once you have reached your desired consistency, turn the power button off and wait for the Pro Extractor Blades Assembly to stop turning. Turn the Nutri Ninja cup counterclockwise and pull straight up to remove. **(Fig. 4, Fig. 5)**
- 8 Turn the cup upright and remove the Pro Extractor Blades Assembly by twisting the blade assembly counterclockwise.
- 9 Turn the cup upright and remove the Pro Extractor Blades Assembly by twisting counter clockwise. **(Fig. 6)**
- 10 Do not store blended contents with the Pro Extractor Blade Assembly attached.
- 11 Place the spout lid onto the Nutri Ninja cup, twist to seal and enjoy!
- 12 For storage, only use the spout lid to cover.
- 13 Be sure to store the Pro Extractor Blades Assembly attached to an empty cup when not in use.
- 14 Make sure that the motor base is unplugged when not in use.
- 15 To release the motor base from the counter or table top, place your hands underneath both sides of the motor base and gently pull the unit up and towards you.  
**NOTE:** To order additional Nutri Ninja Cups, please visit our website: [ninjakitchen.com](http://ninjakitchen.com) or feel free to contact customer service: **1-877-646-5288**.

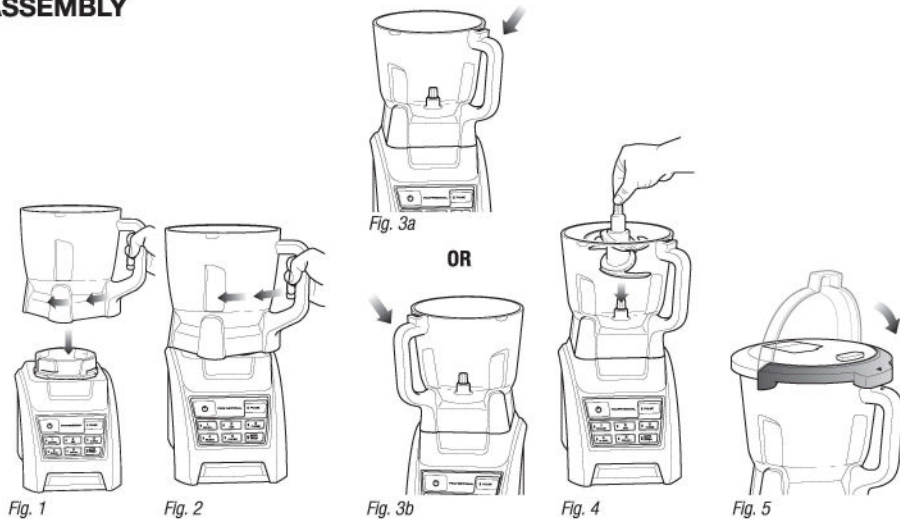




## Assembly and Use of the Processor Bowl

- ⚠ **WARNING:** Chopping Blade Assembly is sharp and not locked in place. Before emptying contents carefully remove lid and Chopping Blade Assembly, holding it by the shaft. Failure to do will result in risk of laceration.
  - ⚠ **WARNING:** Remove utensils prior to processing. Failure to remove may cause the bowl to be damaged or to shatter, which may cause personal injury.
  - ⚠ **WARNING:** Never leave the appliance unattended while in use.
  - ⚠ **CAUTION:** Do not blend hot liquids, doing so may cause excessive pressure buildup, resulting in risk of the user being burned.
  - ⚠ **CAUTION:** Remove the lid from the bowl upon completion of processing. Some ingredients have the potential to expand after blending resulting in excessive pressure buildup that can pose a risk of injury.
- IMPORTANT:** Make sure that the motor base is plugged in for use.

### ASSEMBLY



- 1 Review warning and caution statements above before proceeding to number 2.
- 2 Place the motor base on a clean, dry, level surface such as a counter or table top.
- 3 Align and lower the Bowl onto the motor base. (Fig. 1) Handle should be aligned slightly to the right of the "LOCK" symbol on the motor base.
- 4 Rotate the bowl clockwise until you hear a click, you will hear a click when the lock is engaged. (Fig. 2)
- 5 The bowl can be placed on the motor base two ways; the handle can be on the front right corner or the front left corner. (Fig. 3a, Fig. 3b)
- 6 Holding the desired blade assembly by the top of the shaft, place it onto the drive gear inside the bowl. Ensure that the blade assembly is seated properly and is standing upright. (Fig. 4)  
**NOTE:** The blade assembly will fit loosely on the drive gear.
- 7 Add the ingredients to the bowl, making sure that they do not exceed the highest measured marking line on the side of the bowl.

**NOTE:** The food processor bowl is not intended for blending drinks. Do not overfill.

- 8 Holding the lid by the handle in the upright position, place it on top of the bowl aligning the arrow (♥) located on the lid with the arrow (▲) located on the bowl's handle. (Fig. 5) Press the handle down until you hear a click.

**NOTE:** To add liquids during blending, open the drizzle hole on the top of the lid and pour the liquid slowly into the mixture.



- 9 Plug the power cord into the electrical outlet and press the power button (⏻).

**IMPORTANT :** As a safety feature, the power button (⏻) will flash and the motor will not work if the bowl and lid are not installed correctly. When the bowl and lid are installed properly, the power button (⏻) will be solid, indicating that the appliance is ready for use.

**NOTE:** Do not exceed the highest measured marking line on the side of the bowl. For meats do not exceed 34 oz bowl mark.

## Assembly and Use of the Processor Bowl - cont.

### USE CHOPPING BLADE ASSEMBLY



Fig. 1



Fig. 2



Fig. 3



Fig. 4

### USE DOUGH BLADE ASSEMBLY



Fig. 5

#### USING THE CHOPPING BLADE ASSEMBLY

- 1 Review warning and caution statements on page 8 before proceeding to number 2.
- 2 Place the motor base on a clean, dry, level surface such as a counter or table top.
- 3 Secure the bowl onto the motor base.
- 4 Holding the Chopping Blade Assembly by the shaft, place it onto the gear shaft inside the bowl. Ensure that the Chopping Blade Assembly fits around the gear shaft and that it is standing straight. **(Fig. 1)**
- 5 Add the ingredients and secure the bowl lid onto the bowl.
- 6 Plug the power cord into the electrical outlet and press on the power button (⏻).
- 7 Select the speed that best suits your needs. Pulse ingredients evenly by pressing down in short intervals.  
**NOTE:** Please refer to "Speed Settings & Uses" chart for suggested uses and speeds.
- 8 When you have reached your desired consistency, stop the appliance by pressing the power button (⏻) and wait for the blade to stop turning.
- 9 To remove the lid, pull the lid handle up to a 90° angle and lift the lid off. **(Fig. 2)** Turn the bowl counterclockwise and then lift off the base. **(Fig. 3)**
- 10 To release the motor base from the counter or table top, place your hands underneath both sides of the motor base and gently pull the unit up and towards you. **(Fig. 4)**

#### USING THE DOUGH BLADE ASSEMBLY

- 1 Review warning and caution statements on page 8 before proceeding to number 2.
- 2 Place the motor base on a clean, dry, level surface such as a counter or table top.
- 3 Secure the bowl onto the motor base.
- 4 Holding the Dough Blade Assembly by the shaft, place it onto the gear shaft inside the bowl. Ensure that the Dough Blade Assembly fits around the gear shaft and that it is standing straight. **(Fig. 5)**
- 5 Add the ingredients and secure the bowl lid onto the bowl.
- 6 Plug the power cord into the electrical outlet and press on the power button (⏻). Select speed button 1 on the control panel and process until ingredients come together to form a mass.  
**NOTE:** Please refer to "Speed Settings & Uses" chart for suggested uses and speeds.
- 7 Once finished making dough, stop the appliance by pressing the power button (⏻) and wait for the blade assembly to stop turning.
- 8 To remove the lid, pull the lid handle up to a 90° angle and lift the lid off. **(Fig. 2)** Turn the bowl counterclockwise and then lift off the base. **(Fig. 3)**
- 9 To release the motor base from the counter or table top, place your hands underneath both sides of the motor base and gently pull the unit up and towards you. **(Fig. 4)**

## Speed Setting & Uses

FUNCTION	CONTAINER	ATTACHMENT	SPEED BUTTON	TYPE OF FOOD
Small Batch Blending	Nutri Ninja® Cup	Pro Extractor Blades® Assembly	NUTRI NINJA®	Ultra Smooth Nutrient Extractions*/ Smoothies Ultra Smooth Purees Sauces** Ultra Smooth Soups**
Small Batch Chopping	Nutri Ninja Cup	Pro Extractor Blades Assembly	PULSE	Chopped Nuts
Small Batch Processing	Nutri Ninja Cup	Pro Extractor Blades Assembly	PULSE, held down	Crushed Ice Ice to Snow Grated Hard Cheese
Dough Making	Food Processor	Dough Blade Assembly	1 DOUGH	Bread Dough Pie Dough Pizza Dough Pretzel Dough Cookie Dough Pasta Dough
Batters	Food Processor	Chopping Blade Assembly	2 MIX	Cakes Muffins Pancake Batter Cheesecake Brownies
Dressings and Sauces	Food Processor	Chopping Blade Assembly	3 PUREE	Vinaigrettes Aiolis Sauces** Marinades
Purees and Dips	Food Processor	Chopping Blade Assembly	4 BLEND	Pestos Hummus Vegetable Purees Fruit Purees Cream Cheese Dips
Chopping	Food Processor	Chopping Blade Assembly	PULSE	Vegetables Chopped Salads Chutneys Burgers Sausage Patties Meatballs Meatloaf
Eggs	Pitcher	Stacked Blade Assembly	2 MIX	Omelets Scrambled Eggs Stratas Frittatas
Nut Butters	Pitcher	Stacked Blade Assembly	3 PUREE	Almond Butter Peanut Butter
Soups and Sauces**	Pitcher	Stacked Blade Assembly	4 BLEND	Tomato Soup** Tomato Sauce** Root Vegetable Soup**
Large Batch Drink Making	Pitcher	Stacked Blade Assembly	5 CRUSH	Frozen Cocktail Milkshakes Frappes Smoothies

\* Extract a nutritious drink containing vitamin and nutrients from fruits and veggies.

\*\* When blending soups or sauces, make sure they're cooled to room temperature first - Ninja containers are not intended for hot blending

## Care & Maintenance

### HOW TO CLEAN

**⚠ CAUTION: Make sure that the motor base is unplugged from the power source before inserting or removing any blade assembly and before cleaning.**

**⚠ CAUTION: DO NOT immerse the motor base into water or any other liquid.**

- 1 Separate/remove all parts from each other.
- 2 **Hand Washing:** Wash the containers, lids and blade assemblies in warm, soapy water. When washing the blade assemblies, use a dish-washing utensil with a handle to avoid direct hand contact with blades. Handle blade assemblies with care to avoid contact with sharp edges. Rinse and air dry thoroughly.

**Dishwasher:** The containers, lids, blade assemblies and attachments are all dishwasher safe. The lids and blade assemblies are top rack dishwasher safe. Ensure the blade assembly is removed from the container before placing in the dishwasher.

**⚠ WARNING: Handle the Blade Assemblies with care when washing, as the blades are sharp. Contact with the blades' edges can result in laceration.**

- 3 Wipe the motor base clean with a damp cloth.

### NUTRI NINJA® PRO EXTRACTOR BLADES® ASSEMBLY

When washing the Pro Extractor Blades Assembly, do not attempt to remove the seal. Removing the seal can cause damage to the seal which can result in improper reassembly and leaking.

If the blade seal becomes loose or if any servicing needs to be performed on the appliance, please call customer service at 1-877-646-5288.

### HOW TO STORE

- 1 Store the Ninja® Professional Kitchen System upright with the blade assembly inside the corresponding container with the lid secured on top. Do not place anything on top. Store the rest of the attachments in a safe place where they will not be damaged and won't cause harm. Loosely wrap the power cord around the cord wrap on the back of the motor base.

### RESETTING THE MOTOR THERMOSTAT

The Ninja Professional Kitchen System features a unique safety system which prevents damage to the unit's motor and drive system should you inadvertently overload your appliance. **If the appliance is being overloaded, the motor will stop. Allow the appliance to cool for approximately 15 minutes.** To reset the appliance, follow the resetting procedure below:

- 1 Unplug the appliance from the electrical outlet.
- 2 Remove and empty the container and ensure that no food is jamming the blade assembly.
- 3 Allow the appliance to cool for approximately 15 minutes.
- 4 Re-install the container onto the base and re-plug the appliance into the electrical outlet.
- 5 Proceed to use the appliance as before making sure not to exceed the recommended maximum capacities.





## Troubleshooting Guide

PROBLEMS	POSSIBLE REASONS & SOLUTIONS
<p><b>Motor doesn't start or blade assembly doesn't rotate.</b></p>	<p>Make sure the container is securely placed on motor base.            Make sure the lid is securely on container in the correct position (align arrows).            The appliance is turned "Off". Press the power button (⏻) to turn "On".            Check that the plug is securely inserted into the electrical outlet.            Check the fuse or circuit breaker.            The unit has overheated or overloaded. Unplug and wait approximately 15 minutes before using again.</p>
<p><b>Food is unevenly chopped.</b></p>	<p>Either you are chopping too much food at one time, or the pieces are not of an even size. Try processing smaller amounts per batch.</p>
<p><b>Food is chopped too fine or is too watery.</b></p>	<p>The food has been over processed. Use pulse button for controlled processing.</p>
<p><b>Food collects on lid or on the sides of the container.</b></p>	<p>The mixture is too thick. Add more liquid.</p>
<p><b>You cannot achieve snow from solid ice.</b></p>	<p>Do not use ice that has been sitting out or has started to melt. Use ice straight from the freezer.</p>
<p><b>Motor base won't stick to counter or table top.</b></p>	<p>Make sure surface and suction feet are wiped clean. Suction feet will only stick to smooth surfaces. Suction feet WILL NOT stick on some surfaces such as, wood, tile and non-polished finishes.            DO NOT attempt to use appliance when the motor base is stuck to a surface that is not secure, (cutting board, platter, plates, etc.).</p>
<p><b>Leaking is occurring when using the Nutri Ninja® cup.</b></p>	<p>Ensure the blade is properly twisted into the cup and sealed tightly into place. Check to see that the lid gasket is properly in place.            Do not overfill the cup. Never add ingredients past the "Max" fill line.</p>
<p><b>Ingredients are stuck and not fully blending.</b></p>	<p>You may have overloaded the Nutri Ninja cup. Try pulsing 3-5 times and then resume blending. You may also add liquid to make blending easier.</p>
<p><b>The Nutri Ninja button does not work.</b></p>	<p>The Nutri Ninja button will only operate when you have the Nutri Ninja cup assembled to the motor base. This function was designed specifically for the Nutri Ninja Cups to operate at the ideal speed. This function is programmed to shut off after 30 seconds.</p>

## Replacement Parts

### ORDERING REPLACEMENT PARTS

To order additional parts and attachments, please visit our website: [ninjaaccessories.com](http://ninjaaccessories.com) or feel free to contact customer service: 1-877-646-5288.







## ONE (1) YEAR LIMITED WARRANTY

**SharkNinja Operating LLC** warrants this product to be free from material defects and workmanship for a period of one (1) year from the date of purchase when utilized for normal household use, subject to the following conditions, exclusions and exceptions.

The liability of **SharkNinja Operating LLC** is limited solely to the cost of the repair or replacement of the unit at our option. This Limited Warranty does not cover normal wear of parts and does not apply to any unit that has been tampered with or used for commercial purposes. This Limited Warranty does not cover damage caused by misuse, abuse, negligent handling or damage due to faulty packaging or mishandling in transit. This Limited Warranty does not cover damage or defects caused by or resulting from damages from shipping or repairs, service or alteration to the product or any of its parts, which have been performed by a repair person not authorized by **SharkNinja Operating LLC**.

If your appliance fails to operate properly while in use under normal household conditions within the Limited Warranty period, you may return the complete appliance and accessories with proof of purchase and date, freight prepaid. For Customer Service support, call 1-877-646-5288 or visit our website [ninjakitchen.com](http://ninjakitchen.com).

If the appliance is found by **SharkNinja Operating LLC** to be defective, in **SharkNinja Operating LLC's** sole discretion, we will repair or replace it free of charge. Proof of purchase date and a check made payable to **SharkNinja Operating LLC** in the amount of \$19.95 to cover the cost of return shipping and handling must be included.\*

This Limited Warranty is extended to the original purchaser of the unit and excludes all other legal, implied and/or conventional warranties. The responsibility of **SharkNinja Operating LLC** if any, is limited to the specific obligations expressly assumed by it under the terms of this Limited Warranty. In no event is **SharkNinja Operating LLC** liable for incidental or consequential damages to anyone of any nature whatsoever. Some states do not permit the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or from province to province.

**\*IMPORTANT: Carefully pack item to avoid damage in shipping. Be sure to include proof of purchase date and to attach tag to item before packing with your name, complete address and phone number with a note giving purchase information, model number and what you believe is the problem with the item. We recommend you insure the package (as damage in shipping is not covered by your Limited Warranty). Mark the outside of your package "ATTENTION CUSTOMER SERVICE".**

## PRODUCT REGISTRATION

Please visit [registeryourninja.com](http://registeryourninja.com) or call **1-877-646-5288** to register your new Ninja® product within ten (10) days of purchase. You will be asked to provide the store name, date of purchase and model number along with your name and address.

The registration will enable us to contact you in the unlikely event of a product safety notification. By registering you acknowledge to have read and understood the instructions for use, and warnings set forth in the accompanying instructions.



SharkNinja Operating LLC  
US: Needham, MA 02494  
CAN: Ville St-Laurent, QC H4S 1A7  
**1-877-646-5288**  
**ninjakitchen.com**

**Ninja, Nutri Ninja, Pro Extractor Blades** and **Total Crushing** are registered trademarks of SharkNinja Operating LLC.

For SharkNinja U.S. Patent information visit [sharkninja.com/USPatents](http://sharkninja.com/USPatents).

Illustrations may differ from actual product. We are constantly striving to improve our products, therefore the specifications contained herein are subject to change without notice.

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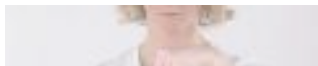
United States  
**CONSUMER PRODUCT  
SAFETY COMMISSION**

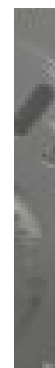
# Laceration Injuries Prompt SharkNinja to Recall Ninja BL660 Blenders to Provide New Warnings and Instructions

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Ninja BL660 series professional blender





**Name of Product:**

Ninja® BL660 series professional blender

**Hazard:**

The blender poses a laceration risk if consumers pour or invert the pitcher after removing the lid while the loose stacked blade assembly is still inside the pitcher.

**Remedy:**

New Instructions

**Recall Date:**

November 12, 2015

**Units:**

About 1.1 million (an additional 99,000 were sold in Canada)

**Consumer Contact**

SharkNinja toll-free at (877) 593-5140 from 7 a.m. to 11 p.m. ET Monday through Saturday, 9 a.m. to 8 p.m. on Sunday or online at [www.ninjarecall.com](http://www.ninjarecall.com) and click "Download New Manual" for the revised instructions. Consumers need not return the blenders.

# Recall Details

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## In Conjunction With:



## Description:

This recall involves 12 models of Ninja professional blenders with model numbers that start with BL 660, BL 663 or BL 665. The model number is in the rating label that is molded into the bottom of the motor base. The 12 affected model numbers are:

BL 660's: BL660, BL660B, BL660C, BL660QCN, BL660QPL,  
BL660W, BL660WM

BL 663's: BL663, BL663CO

BL 665's: BL665QBK, BL665QCN, and BL665QWH

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All of these models have a clear 72 ounce pitcher with a removable gray or black lid that opens and locks closed, a stacked blade assembly, and one or more Nutri Ninja

cups. All recalled models have a motor base that is gray, white, black, cinnamon, or platinum. The power of the models' motors vary from 1,000 to 1,200 watts. The recalled models may have been sold with additional accessories, including a 40 or 64 ounce bowl, a chopping blade assembly, or a dull dough blade assembly.

### **Remedy:**

Consumers should empty the blender's pitcher through the locked lid's pour spout or by removing both the lid and the stacked blade assembly from the pitcher before pouring.

### **Incidents/Injuries:**

The firm has received 53 reports of lacerations.

### **Sold At:**

Bed Bath & Beyond, Costco, Kohl's, Macy's, Target, Walmart and other stores nationwide and online including [www.Amazon.com](http://www.Amazon.com), [www.Costco.com](http://www.Costco.com), [www.Macys.com](http://www.Macys.com), [www.Target.com](http://www.Target.com), [www.Walmart.com](http://www.Walmart.com) and [www.ninjakitchen.com](http://www.ninjakitchen.com) from March 2012 through September 2015 for about \$140.

### **Manufacturer(s):**

Hai Xin Technology (Shenzhen) Co. Ltd., Shenzhen, China

### **Distributor(s):**

SharkNinja Operating LLC, of Newton, Mass.



**Manufactured In:**

China

**Recall number:**

16-034

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ANGELA CAPPELLETTI
(b) County of Residence of First Listed Plaintiff SUFFOLK, NY
(c) Attorneys (Firm Name, Address, and Telephone Number)
Milberg Coleman Bryson Phillips Grossman, PLLC
100 Garden City Plaza, Suite 500, Garden City, NY 11530
Telephone: (516) 741-5600

DEFENDANTS
SHARKNINJA OPERATING, LLC
County of Residence of First Listed Defendant NEW CASTLE, DE
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)
Does this action include a motion for temporary restraining order or order to show cause? Yes No

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State X 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 X 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT REAL PROPERTY
PERSONAL INJURY CIVIL RIGHTS PRISONER PETITIONS
FORFEITURE/PENALTY LABOR IMMIGRATION
BANKRUPTCY SOCIAL SECURITY FEDERAL TAX SUITS
OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332
Brief description of cause:
Injuries caused by a defective blender

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 3/20/23 SIGNATURE OF ATTORNEY OF RECORD /s/ Randi Kassan

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Randi Kassan, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

N/A

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 1(c)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: /s/ Randi Kassan