

services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

5. Venue is proper under 28 U.S.C. § 1391 in that a substantial part of the events or omissions giving rise to the claim occurred in the State of New Jersey and the Plaintiff resides in this state.

NATURE OF ACTION

6. Prior to October 11, 2025, Plaintiff was gifted a Saunabox SmartSteam Pro (hereinafter “Sauna”).

7. Upon information and belief, at all relevant times, the subject Sauna was designed, manufactured, marketed, imported, distributed and/or sold by Defendant Saunabox.

8. Upon information and belief, at all relevant times, Defendant, Saunabox tested and inspected the Sauna in order to ensure that it was free from defects and safe for consumer use.

9. The Sauna is a portable, at-home personal steam sauna kit, described by Defendant, Saunabox, as “Designed with your convenience and comfort in mind, the SaunaBox® delivers the full rejuvenating experience of a traditional sauna, revolutionized into a compact and easy-to-use package. It's relaxation, redefined. Every inch of the SaunaBox® has been thoughtfully crafted. The premium non-toxic, insulated tent helps to create a soothing, enveloping heat, while the durable fiberglass frame ensures that the SaunaBox® is your companion for the long haul. With the ability to assemble and disassemble within minutes, the SaunaBox® is your wellness journey's most versatile companion and includes everything you need enjoy the vast benefits of heat therapy.”¹.

10. Thereafter, Plaintiff began using the Sauna and followed instructions enclosed within.

11. On or about October 11, 2025, while Plaintiff was using the Sauna, the water tank suddenly and without warning exploded causing the hot water to land on Plaintiff's body causing severe burns.

¹ Saunabox LLC, <https://saunabox.com/products/saunabox-smartsteam-kit> (last visited 8/14/2026)

12. At all times, from the date of the product coming into Plaintiff's possession through the date of incident, Plaintiff, was in lawful possession of the Sauna and used said unit as directed.

13. The Sauna had not been misused and had not been modified post-sale before it failed.

14. As a direct and proximate result of the water tank exploding, Plaintiff suffered severe burns, resulting in pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and/or medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

COUNT I – VIOLATION OF THE NEW JERSEY PRODUCTS LIABILITY ACT
N.J. Stat. § 2A:58C-1 et. seq.

15. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-14 as if fully set forth herein.

16. At all relevant times, Defendant Saunabox engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing and selling Saunas, including the Sauna at issue in this litigation.

17. The Sauna failed to perform in a manner reasonably expected in light of its nature and intended function when it failed and caused severe injuries.

18. The Sauna had not been misused post-sale before it failed.

19. The Sauna was within its anticipated useful life when they failed.

20. The Sauna failure was such that would not have occurred in the absence of a defect or unreasonably dangerous condition within it.

21. Specifically, the Sauna was unreasonably dangerous and/or defective in that:

a. it was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases and/or uses it, with the ordinary knowledge common to the community as to its characteristics; and/or

b. a reasonably prudent manufacturer would not have put it on the market assuming that manufacturer knew of its dangerous condition.

22. Under the New Jersey Products Liability Act, Saunabox is liable to Plaintiff for Plaintiff's injuries and damages for manufacturing, designing, distributing and selling Sauna, including the subject Sauna that was unreasonably dangerous in construction, design, inadequate warnings, and/or because the subject Sauna did not conform the all implied and express warranties made by Saunabox.

23. That unreasonably dangerous condition and/or defect proximately caused severe burns and other injury to Plaintiff, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment.

24. Therefore, Defendant Saunabox is liable to Plaintiff for the aforementioned injuries caused by the defective Sauna.

WHEREFORE, Plaintiff, Arriele Cannon, demands judgment against Defendant, Sauna, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT II – PRODUCT LIABILITY ACT - DEFECTIVE DESIGN
N.J. Stat. § 2A:58C-1 et. seq.

25. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-14 as if fully set forth herein.

26. Saunabox Saunas are defective in their design or formulation in that they are not reasonably fit, suitable, or safe for their intended purpose and/or their foreseeable risks exceed the benefits associated with their design and formulation.

27. At all times material to this action, the Sauna was expected to reach, and did reach, consumers in Plaintiff's home state and throughout the United States, including receipt by Plaintiff,

without substantial change in the condition in which it was sold.

28. Alternatively, the subject Sauna, including that which was used by Plaintiff, was defective in one or more of the following ways:

- a. When placed in the stream of commerce, Sauna contained unreasonably dangerous design defects and were not reasonably safe as intended to be used, subjecting Plaintiff to risks that exceeded the benefits of the subject product, including, but not limited to, permanent personal injuries including, but not limited to, severe burns other serious injuries and side effects;
- b. When placed in the stream of commerce, the Sauna was defective in design and formulation, making the use of the Sauna more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with other portable sauna units on the market;
- c. The design defects of the Sauna existed before they left the control of Defendant;
- d. The Sauna was insufficiently and inadequately tested;
- e. The Sauna caused harmful health issues that outweighed any potential utility; and/or
- f. The Sauna was not accompanied by adequate instructions and/or warnings to fully apprise consumers, including Plaintiff, of the full nature and extent of the health risks associated with its use, thereby rendering Defendant liable to Plaintiff.

29. In addition, at the time the subject product left the control of Defendant, there were practical and feasible alternative designs that would have prevented and/or significantly reduced the risk of Plaintiff's injuries without impairing the reasonably anticipated or intended function of the product. These safer alternative designs were economically and technologically feasible –

indeed they were already on the market – and would have prevented or significantly reduced the risk of Plaintiff's injuries without substantially impairing the product's utility.

WHEREFORE, Plaintiff, Arriele Cannon, demands judgment against Defendant, Saunabox, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT III – FAILURE TO WARN
N.J. Stat. § 2A:58C-1 et. seq.

30. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-14 as if fully set forth herein.

31. The Sauna was defective and unreasonably dangerous when it left the possession of Defendant in that it contained warnings insufficient to alert consumers, including Plaintiff, of the dangerous health risks associated with the use of the subject Sauna, including but not limited to their propensity to cause and/or contribute to permanent physical injuries including, but not limited to, severe burns and other serious injuries; notwithstanding Defendant's knowledge of an increased risk of these injuries. Thus, the subject Sauna was unreasonably dangerous because an adequate warning was not provided as required pursuant to N.J.S.A. 2A:58C-1, et seq.

32. The subject Sauna manufactured, marketed, imported, distributed and/or sold by Defendant were defective due to inadequate post-marketing warnings or instructions because, after Defendant knew or should have known of the risk of serious bodily harm from the use of the subject products, Defendant failed to provide an adequate warning to consumers of the defects of the products, and/or alternatively failed to conform to federal and/or state requirements for labeling, warnings and instructions, while knowing that the products could cause serious injury.

33. Plaintiff purchased and used the subject Sauna for its intended purpose.

34. Plaintiff could not have discovered any defect in the subject products through the exercise of reasonable care.

35. Defendant, as a manufacturer, marketer, importer, distributor and/or seller of the subject Sauna, are held to the level of knowledge of an expert in the field.

36. The warnings that were given by Defendant were not accurate, clear, and/or were ambiguous.

37. Defendant had a continuing duty to warn Plaintiff of the dangers associated with the subject Sauna.

38. Had Plaintiff received adequate warnings regarding the risks of the subject Sauna, Plaintiff would not have used it and/or would have chosen a different unit and brand.

WHEREFORE, Plaintiff, Arriele Cannon, demands judgment against Defendant, Saunabox, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IV – BREACH OF EXPRESS WARRANTY
N.J. Stat. § 2A:58C-1 et. seq.

39. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-14 as if fully set forth herein.

40. Defendant expressly represented to Plaintiff, and other consumers, that the Sauna was safe and fit for their intended purposes, were of merchantable quality, did not produce any dangerous health risks, and had been adequately tested.

41. Upon information and belief, the subject Sauna does not conform to Defendant's express representations because they are not safe, have numerous and serious health risks, and cause severe and permanent injuries, including, but not limited to, severe burns and other serious injuries and side effects.

42. At the time of the making of the express warranties, Defendant knew, or in the exercise of reasonable care should have known, of the purpose for which the subject products were to be used and warranted the same to be, in all respects, fit, safe, and effective and proper for such purpose.

43. The subject products were unreasonably dangerous because they failed to conform to an express warranty of Defendant.

44. At the time of the making of the express warranties, Defendant knew or should have known that, in fact, said representations and warranties were false, misleading, and/or untrue in that the subject products were not safe and fit for their intended use and, in fact, produce serious injuries to the user.

45. At all relevant times the Sauna did not perform as safely as an ordinary consumer would expect, when used as intended or in a reasonably foreseeable manner.

WHEREFORE, Plaintiff, Arriele Cannon, demands judgment against Defendant, Saunabox, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a jury trial for all issues so triable.

PRAYER FOR RELIEF

Plaintiff demands judgment against all Defendants for all causes of action, seeking compensatory damages, interest, attorneys' fees, costs of suit, and any such other relief as the Court deems just and proper.

Signed on August 14, 2026.

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