

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

Blendtec Inc. v. BlendJet Inc., et al.

Blendtec · No. 2:25-cv-00096-RJS-DBP · Decided March 16, 2026

SUMMARY

The court partially granted Blendtec Inc.’s motion to strike and motion to dismiss, and denied without prejudice its motion for default judgment against BlendJet Inc. The court struck MavorCo’s previously dismissed thirteenth affirmative defense and dismissed MavorCo’s false advertising counterclaim without prejudice for failure to plausibly allege proximate causation. The court declined to enter default judgment because the claims against BlendJet and MavorCo involved overlapping facts and closely related defenses, including successor liability.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	Robert J. Shelby
JURISDICTION	United States District Court for the District of Utah
DECIDED	March 16, 2026
DOCKET	2:25-cv-00096-RJS-DBP
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 12(f) to strike a previously dismissed affirmative defense, under Rules 15 and 12(b)(6) to strike or dismiss a false advertising counterclaim, and under Rule 55(b) for default judgment against a nonresponding defendant.
STANDARD OF REVIEW	Rule 12(b)(6) plausibility standard; Rule 12(f) motions to strike are reviewed under the district court's discretion and are disfavored; entry of default judgment is committed to the district court's broad discretion.
PRECEDENTIAL VALUE	unpublished district court memorandum decision and order

TOPICS

- motions to dismiss
- default judgment
- affirmative defenses
- trademark law
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether MavorCo's repleaded thirteenth affirmative defense should be stricken under Federal Rule of Civil Procedure 12(f).
2. Whether MavorCo's false advertising counterclaim adequately pleaded proximate causation under the Lanham Act and therefore stated a claim under Rule 12(b)(6).
3. Whether Blendtec was entitled to attorney's fees for bringing the motions based on alleged bad-faith conduct.
4. Whether the court should enter default judgment against BlendJet while materially overlapping claims remained pending against MavorCo, a defendant alleged to be liable as BlendJet's successor.

HOLDINGS

1. The court struck MavorCo's thirteenth affirmative defense because it had previously dismissed that defense as a matter of law and MavorCo improperly repleaded it in its amended answer.
2. The court denied attorney's fees because the record did not establish bad-faith misconduct.
3. The counterclaim failed to state a claim because it did not plausibly allege that MavorCo's injury flowed directly from Blendtec's alleged false advertising.
4. The court denied default judgment without prejudice because the claims against BlendJet and MavorCo arose from overlapping facts and involved closely related defenses, creating a risk of inconsistent liability determinations.

KEY QUOTATIONS

"We do not, however, believe that the applicability of the Frow rule hinges on whether the defendants are jointly and severally liable. The Frow rule is also applicable in situations where multiple defendants have closely related defenses." (Section III.B)

"For the foregoing reasons, the Motion to Strike is GRANTED IN PART: MavorCo's thirteenth affirmative defense is stricken and Blendtec's request for fees is denied. The Motion to Dismiss MavorCo's False Advertising Counterclaim is GRANTED IN PART: the counterclaim is dismissed without prejudice and Blendtec's request for fees is denied. The Motion for Default Judgment Against Defendant BlendJet Inc. is DENIED without prejudice." (Conclusion)

FACTUAL BACKGROUND

Blendtec sells commercial and consumer blenders under registered Blendtec marks, while BlendJet sold portable blenders under similar marks. After BlendJet recalled millions of blenders because of safety defects, Blendtec alleged that consumers confused BlendJet products with Blendtec products. BlendJet later defaulted on financing obligations, and MavorCo acquired BlendJet's assets, including the BlendJet marks. Blendtec then sued both entities, asserting trademark and related claims and seeking successor liability against MavorCo.

PROCEDURAL HISTORY

Blendtec sued BlendJet and MavorCo for trademark infringement, unfair competition, violations of the Utah Deceptive Trade Practices Act, and successor liability. After BlendJet failed to timely respond, the clerk entered default. MavorCo later filed an amended answer that repleaded a previously dismissed antitrust affirmative defense and added a false advertising counterclaim. The court struck the affirmative defense, dismissed the counterclaim without prejudice, denied attorney's fees, and denied default judgment against BlendJet without prejudice because the claims against BlendJet and MavorCo substantially overlapped.

DISPOSITION

other

CASES CITED

- Tiscareno v. Frasier, No. 2:07-cv-336, 2012 WL 1377886, at *13, *16 (D. Utah Apr. 19, 2012)
- Wilhelm v. TLC Lawn Care, Inc., No. 07-2465-KHV, 2008 WL 474265, at *2 (D. Kan. Feb. 19, 2008)
- Colo. Milling & Elevator Co. v. Howbert, 57 F.2d 769, 771 (10th Cir. 1932)
- Scherer v. U.S. Dep't of Educ., 78 F. App'x 687, 689 (10th Cir. 2003)
- Farmer v. Banco Popular of N. Am., 791 F.3d 1246, 1255-56 (10th Cir. 2015)
- Jones v. Addictive Behav. Change Health Grp., LLC, 364 F. Supp. 3d 1257, 1265 (D. Kan. 2019)
- Gardner v. Delta Plan of N.M., Inc., No. 20-cv-01271-DHU-LF, 2023 WL 5237427, at *2 (D.N.M. Aug. 15, 2023)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-81 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555-56, 570 (2007)
- Lexmark Int'l, Inc. v. Static Control Components, Inc., 572 U.S. 118, 132-40 (2014)
- Am. Soc'y of Home Inspectors, Inc. v. Int'l Ass'n of Certified Home Inspectors, 36 F.4th 1238, 1242 (10th Cir. 2022)
- ThermoLife Int'l LLC v. Sparta Nutrition LLC, No. CV-19-01715-PHX-SMB, 2020 WL 248164, at *7, *9 (D. Ariz. Jan. 16, 2020)
- ThermoLife Int'l LLC v. Am. Fitness Wholesalers LLC, No. CV-18-04189-PHX-JAT, 2019 WL 3840988, at *1 (D. Ariz. Aug. 15, 2019)
- Botanic Tonics, LLC v. Shot of Joy, LLC, No. 2:23-cv-10437-WLH-PD, 2024 U.S. Dist. LEXIS 149137, at *17 (C.D. Cal. Aug. 19, 2024)
- Crocs, Inc. v. Effervescent, Inc., 248 F. Supp. 3d 1040, 1060-61 (D. Colo. 2017)
- Frompovicz v. Niagra Bottling, LLC, 337 F. Supp. 3d 498, 509-10 (E.D. Pa. 2018)
- Toddy Gear v. Navarre Corp., No. 13-cv-8703, 2014 U.S. Dist. LEXIS 121236, at *1, *7 (N.D. Ill. 2014)
- In re Rains, 946 F.2d 731, 732-33 (10th Cir. 1991)
- Frow v. De La Vega, 82 U.S. 552, 554 (1872)
- Wilcox v. Raintree Inns of Am., Inc., 76 F.3d 394, at *2-*3 (10th Cir. 1996) (table)
- Hunt v. Inter-Globe Energy, Inc., 770 F.2d 145, 147 (10th Cir. 1985)

- Lytle v. Hall, No. 2:19-cv-619-TC-DAO, 2022 WL 195112, at *3 (D. Utah Jan. 21, 2022)
- Home Design Servs., Inc. v. Alan V. Gren Enters., Inc., No. 2:12-CV-398-TS, 2013 WL 2256123, at *1 (D. Utah May 22, 2013)
- Grandbouche v. Clancy, 825 F.2d 1463, 1468 (10th Cir. 1987)
- Olcott v. Del. Flood Co., 327 F.3d 1115, 1124 (10th Cir. 2003)
- Green Oak Hedge Fund, Ltd. v. Hopkinson, No. 2:06-cv-636-TS, 2008 WL 153772, at *3 (D. Utah Jan. 14, 2008)

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