

Jordon Harlan, Esq. (CA #273978)
HARLAN LAW, P.C.
2447 Pacific Coast Highway, 2nd Floor
Hermosa Beach, CA 90254
Telephone: (619) 870-0802
Fax: (619) 870-0815
Email: jordon@harlanpc.com

Kenneth W. Pearson, Esq. (MN #016088X)
Pro Hac Vice to be filed
Adam J. Kress, Esq. (MN #0397289)
Pro Hac Vice to be filed
JOHNSON BECKER, PLLC
444 Cedar Street, Suite 1800
St. Paul, MN 55101
Telephone: (612) 436-1800
Fax: (612) 436-1801
Email: kpearson@johnsonbecker.com
Email: akress@johnsonbecker.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GARY CRAIG SMITH, an individual,

Plaintiff,

v.

CONAIR CORPORATION d/b/a
CUISINART, a Connecticut Corporation;

Defendant.

Case No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

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

1 Plaintiff, **GARY CRAIG SMITH** (hereafter referred to as “Plaintiff”), by and through his
2 undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW, P.C.**, hereby submits
3 the following Complaint and Demand for Jury Trial against Defendant **CONAIR**
4 **CORPORATION d/b/a CUISINART** (hereafter referred to as “Defendant Cuisinart” or
5 “Defendant”) alleges the following upon personal knowledge and belief, and investigation of
6 counsel:

7 **NATURE OF THE CASE**

8 1. Defendant designs, manufactures, markets, imports, distributes and sells consumer
9 kitchen products, including the subject “Cuisinart Electric Pressure Cooker,” which specifically
10 includes the Model Number CPC-600 (referred to hereafter as “pressure cooker(s)”) that is at issue
11 in this case.

12 2. Defendant touts the “safety”¹ of its pressure cookers, and states that they cannot be
13 opened while in use. Despite Defendant’s claims of “safety,” they designed, manufactured,
14 marketed, imported, distributed and sold a product that suffers from serious and dangerous defects.
15 Said defects cause significant risk of bodily harm and injury to consumers.

16 3. Specifically, said defects manifest themselves when, despite Defendant’s statements,
17 the lid of the pressure cooker is removable with built-up pressure, heat and steam still inside the
18 unit. When the lid is removed under such circumstances, the pressure trapped within the unit causes
19 the scalding hot contents to be projected from the unit and into the surrounding area, including onto
20 the unsuspecting consumers, their families and other bystanders. Plaintiff in this case was able to
21 remove the lid while the pressure cooker retained pressure, causing him serious and substantial
22 bodily injuries and damages.

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

27 _____
28 ¹ See, e.g. Cuisinart Pressure Cooker Owner’s manual, pgs. 6 and 7. A copy of the Owner’s manual
is attached hereto as “Exhibit A”.

5. Defendant ignored and/or concealed its knowledge of these defects in its pressure cookers 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 pressure cookers.

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

PLAINTIFF GARY CRAIG SMITH

7. Plaintiff is a resident and citizen of the city of Huntington Beach, County of Orange, State of California.

8. On or about January 6, 2019, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the pressure cooker's lid being able to be rotated and opened while the pressure cooker was still under pressure, during the normal, directed use of the Pressure Cooker, allowing its scalding hot contents to be forcefully ejected from the pressure cooker and onto Plaintiff. The incident occurred as a result of the failure of the pressure cooker's supposed "safety features,"² which purport to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as the result of Defendant's failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

DEFENDANT CONAIR CORPORATION d/b/a CUISINART

9. Defendant Cuisinart designs, manufactured, markets, imports, distributes and sells a variety of consumer kitchen products including pressure cookers, juicers, coffee makers, and air-fryers, amongst others.

10. Defendant Cuisinart is a Delaware Corporation, with a principal business located at One Cummings Point Road, Stamford, CT 06902, and does business in all 50 states. At all times relevant, Cuisinart substantially participated in the design, manufacture, marketing, distribution and sale of the subject pressure cooker, which caused Plaintiffs' injuries and damages.

² *Id.* at pgs. 6 & 7.

1 **JURISDICTION AND VENUE**

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

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

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

11 **FACTUAL BACKGROUND**

12 14. Defendant are engaged in the business of designing, manufacturing, warranting,
13 marketing, importing, distributing and selling the pressure cookers at issue in this litigation.

14 15. According to the Owner's Manual accompanying each individual unit sold, the
15 pressure cookers purport to be designed with a "Safety System,"³ which includes the misleading the
16 consumer into believing that the pressure cookers are reasonably safe for their normal, intended use.
17 Said "Safety System" includes, but is not limited to, the following:

- 18 a. **Open-and-Close Lid Safety Device:** The appliance will not start pressurizing until
19 the lid is closed and locked properly. **The lid cannot be opened if the appliance is**
20 **filled with pressure.**
- 21 b. **Pressure Control Device:** The correct pressure level is automatically maintained
22 during the cooking cycle.
- 23 c. **Pressure Limit Valve:** The pressure limit valve will release air automatically when
24 the pressure inside exceeds the preset temperature.
- 25 d. **Anti-Block Cover:** Prevents any food material from blocking the pressure limit
26 valve.

27
28

³ *Id.*

- 1 e. **Pressure Relief Device:** When the pressure cooker reaches the maximum allowable
2 pressure and temperature, the cooking pot will move down until lid separates from
3 the sealing ring, releasing air pressure.
- 4 f. **Thermostat:** The power will automatically shut off when the cooking pot
5 temperature reaches the preset value, or the pressure cooker is heating without any
6 food inside.
- 7 g. **Thermal Fuse:** The circuit will be opened when the pressure cooker reaches the
8 maximum temperature.
- 9 (emphasis added).

10 16. By reason of the forgoing acts or omissions, the above-named Plaintiff had the
11 reasonable expectation that the pressure cooker was properly designed and manufactured, free from
12 defects of any kind, and that it was safe for its intended, foreseeable use of cooking.

13 17. Plaintiff used the pressure cooker for its intended purpose of preparing meals and did
14 so in a manner that was reasonable and foreseeable by the Defendant.

15 18. However, the aforementioned pressure cooker was defectively and negligently
16 designed and manufactured by the Defendant in that it failed to properly function as to prevent the
17 lid from being removed with normal force while the unit remained pressurized, despite the
18 appearance that all the pressure had been released, during the ordinary, foreseeable and proper use
19 of cooking food with the product; placing the Plaintiff and similar consumers in danger while using
20 the pressure cookers.

21 19. Defendant's pressure cookers possess defects that make them unreasonably
22 dangerous for their intended use by consumers because the lid can be rotated and opened while the
23 unit remains pressurized.

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

26 21. Economic, safer alternative designs were available that could have prevented the
27 Pressure Cooker's lid from being rotated and opened while pressurized.

1 22. As a direct and proximate result of Defendant's failure to warn consumers of such
2 defects, its negligent misrepresentations, its failure to remove a product with such defects from the
3 stream of commerce, and its negligent design of such products, Plaintiff used an unreasonably
4 dangerous pressure cooker, which resulted in significant and painful bodily injuries upon Plaintiff's
5 simple removal of the lid of the Pressure Cooker.

6 23. Consequently, the Plaintiff in this case seeks compensatory damages resulting from
7 the use of Defendant's pressure cooker as described above, which has caused the Plaintiffs to suffer
8 from serious bodily injuries, medical expenses, physical pain, mental anguish, diminished
9 enjoyment of life, and other damages.

10 **FIRST CAUSE OF ACTION**

11 **STRICT PRODUCTS LIABILITY**

12 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGANST CONAIR CORPORATION
13 D/B/A CUISINART, ALLEGES AS FOLLOWS:

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

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

18 26. Defendant's pressure cookers were in the same or substantially similar condition as
19 when they left the possession of the Defendant.

20 27. Plaintiff and his family did not misuse or materially alter the pressure cooker.

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

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

- 25 a. The pressure cookers designed, manufactured, sold, and supplied by Defendant were
26 defectively designed and placed into the stream of commerce in a defective and
27 unreasonably dangerous condition for consumers;
28

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

35. Defendant was negligent in the design, manufacture, advertising, warning, marketing and sale of its pressure cookers in that, among other things, they:

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

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

37. Defendant's conduct, as described above, was extreme and outrageous. Defendant risked the safety and well-being of the consumers and users of its pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems.

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

THIRD CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY

PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST CONAIR CORPORATION
D/B/A CUISINART, ALLEGES AS FOLLOWS:

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

39. Defendant expressly warranted that its pressure cookers were safe and effective to members of the consuming public, including Plaintiff and his family. Moreover, Defendant

1 expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained
2 pressurized. Specifically:

- 3 a. **“Open-and-Close Lid Safety Device:** The appliance will not start pressurizing
4 until the lid is closed and locked properly. *The lid cannot be opened if the*
5 *appliance is filled with pressure.*⁴

6 40. Members of the consuming public, including consumers such as the Plaintiff, were
7 the intended third-party beneficiaries of the warranty.

8 41. Defendant marketed, promoted and sold its pressure cookers as a safe product,
9 complete with “safety features.”

10 42. Defendant’s pressure cookers do not conform to these express representations
11 because the lid can be removed using normal force while the units remain pressurized, despite the
12 appearance that the pressure has been released, making the pressure cookers not safe for use by
13 consumers.

14 43. Defendant breached its express warranties in one or more of the following ways:

- 15 a. The pressure cookers as designed, manufactured, sold and/or supplied by the
16 Defendant were defectively designed and placed into the stream of commerce by
17 Defendant in a defective and unreasonably dangerous condition;
18 b. Defendant failed to warn and/or place adequate warnings and instructions on its
19 pressure cookers;
20 c. Defendant failed to adequately test its pressure cookers; and
21 d. Defendant failed to provide timely and adequate post-marketing warnings and
22 instructions after they knew the risk of injury from its pressure cookers.

23 44. Plaintiff used the pressure cooker with the reasonable expectation that it was properly
24 designed and manufactured, free from defects of any kind, and that it was safe for its intended,
25 foreseeable use of cooking.

26
27
28 ⁴ *Id.*

45. Plaintiff's injuries were the direct and proximate result of Defendant's breach of its express warranties.

46. Defendant's conduct, as described above, was extreme and outrageous. Defendant risked the safety and well-being of the consumers and users of its pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems.

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

FOURTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST CONAIR CORPORATION D/B/A CUISINART, ALLEGES AS FOLLOWS:

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

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

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

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

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

52. Plaintiff used the pressure cooker 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 cooking.

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

54. Defendant's conduct, as described above, was extreme and outrageous. Defendant risked the safety and well-being of the consumers and users of its pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems.

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

FIFTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

PLAINTIFF, FOR A FIFTH CAUSE OF ACTION AGAINST CONAIR CORPORATION
D/B/A CUISINART, ALLEGES AS FOLLOWS:

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

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

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

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

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

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

61. Defendant's conduct, as described above, was extreme and outrageous. Defendant risked the safety and well-being of the consumers and users of its pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems.

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

1 **INJURIES & DAMAGES**

2 62. As a direct and proximate result of Defendant's negligence and wrongful misconduct
3 as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries
4 and damages including past, present, and future physical and emotional pain and suffering as a result
5 of the incident on or about January 6, 2019. Plaintiff is entitled to recover damages from Defendant
6 for these injuries in an amount which shall be proven at trial.

7 63. As a direct and proximate result of Defendant's negligence and wrongful
8 misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full
9 enjoyment of life and disfigurement as a result of the incident on or about January 6, 2019. Plaintiff
10 is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendant
11 in an amount to be proven at trial.

12 64. As a direct and proximate cause of Defendant's negligence and wrongful
13 misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for medical care
14 and treatment, as well as other expenses, as a result of the severe burns she suffered as a result of
15 the incident on or about January 6, 2019. Plaintiff is entitled to recover damages from Defendant
16 for her past, present and future medical and other expenses in an amount which shall be proven at
17 trial.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff demands judgment against the Defendant as follows:

- 20 A. That Plaintiff has a trial by jury on all of the claims and issues;
21 B. That judgment be entered in favor of the Plaintiff and against Defendant on all of the
22 aforementioned claims and issues;
23 C. That Plaintiff recover all damages against Defendant, general damages and special
24 damages, including economic and non-economic, to compensate the Plaintiff for his
25 injuries and suffering sustained because of the use of the Defendant' defective
26 pressure cooker;
27 D. That all costs be taxed against Defendant;
28 E. That prejudgment interest be awarded according to proof; and

1 F. That this Court awards any other relief that it may deem equitable and just, or that
2 may be available under the law of another forum to the extent the law of another
3 forum is applied, including but not limited to all reliefs prayed for in this Complaint
4 and in the foregoing Prayer for Relief.

5 **Dated: December 30, 2020**

HARLAN LAW, PC

7 By: /s/ Jordon R. Harlan, Esq.
8 Jordon R. Harlan, Esq. (CA #273978)

9 *In association with:*

10 **JOHNSON BECKER, PLLC**

11 Kenneth W. Pearson, Esq. (MN #016088X)
12 *Pro Hac Vice to be filed*
13 Adam J. Kress, Esq. (MN #0397289)
14 *Pro Hac Vice to be filed*
15 444 Cedar Street, Suite 1800
16 St. Paul, MN 55101
17 Telephone: (612) 436-1800
18 Fax: (612) 436-1801
19 Email: kpearson@johnsonbecker.com
20 Email: akress@johnsonbecker.com

21 **DEMAND FOR JURY TRIAL**

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

24 **Dated: December 30, 2020**

HARLAN LAW, P.C.

25 /s/ Jordon R. Harlan, Esq.
26 Jordon R. Harlan, Esq. (CA #273978)
27
28