

David Woolf, Esquire
California Bar No. 306958
Woolf Legal
14500 Roscoe Blvd. 4th Floor
Van Nuys, CA 91402
Telephone: (323) 804-0730
Facsimile: (310) 943-3542
david@woolflegal.com

Jason Turchin, Esquire
Florida Bar No. 585300
Law Offices of Jason Turchin
2883 Executive Park Drive, Suite 103
Weston, Florida 33331
Telephone: (954) 515-5000
Facsimile: (954) 659-1380
Jason@victimaid.com

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JENNIFER TRUJILLO,

DOCKET NO.

Plaintiff,

COMPLAINT

v.

SENSIO COMPANY (US) INC.,
SENSIO INC., and
BELLHOUSEWARES.COM
INC.,
Defendants.

_____/

Plaintiff Jennifer Trujillo, through undersigned counsel, and pursuant to all applicable Federal Rules of Civil Procedure, hereby files this Complaint and alleges against Defendants, Sensio Company (US) Inc., Sensio Inc., and Bellahousewares.com Inc., and alleges as follows.

General Allegations

1
2 1. This Court has jurisdiction over the subject matter presented by this
3 Complaint pursuant to 28 U.S.C. 1332 (a)(1) because the amount in controversy
4 exceeds \$75,000.00, exclusive of interest and costs, and diversity of citizenship
5 exists between the parties.

6 2. Plaintiff, at all times material hereto is and was a citizen of the State of
7 California.

8 3. That at all times material hereto, Defendant Sensio Company (US) Inc.
9 (“Sensio US”) was and is a Delaware corporation incorporated under the laws of the
10 State of Delaware, with its principal place of business in New York, New York.

11 4. Defendant Sensio US is subject to the jurisdiction of this Court because it
12 operates, conducts, engages in, or carries on a business or business venture within
13 this State; caused injury to persons or property arising out of an act or omission it
14 committed in the State; manufactures, processes or services products or materials
15 which are used within this State in the ordinary course of commerce, trade, or use;
16 or engages in substantial and not isolated activity within this State.

17 5. That at all times material hereto, Defendant Sensio Inc. (“Sensio”) was and is
18 a Delaware corporation incorporated under the laws of Delaware with its principal
19 place of business in New York, New York.

1 6. Defendant Sensio is subject to the jurisdiction of the Court because it
2 operated, conducts, engages in, or carries on a business or business venture within
3 this State; caused injury to persons or property arising out of an act or omission it
4 committed in the State; manufactures, processes or services products or material
5 which are used within this State in the ordinary course of commerce, trade, or use;
6 or engages in substantial and not isolated activity within this State.

7 7. That at all time material hereto, Defendant Bellahousewares.com Inc.
8 (“Bellahousewares”) was and is a foreign corporation incorporated under the laws
9 of Canada with its principal place of business in Montreal, Canada.

10 8. Defendant Bellahousewares is subject to the jurisdiction of the Court because
11 it operated, conducts, engages in, or carries on a business or business venture within
12 this State; caused injury to persons or property arising out of an act or omission it
13 committed in the State; manufactures, processes or services products or material
14 which are used within this State in the ordinary course of commerce, trade, or use;
15 or engages in substantial and not isolated activity within this State.

16 9. Venue is proper under 28 U.S.C. § 1391 in that a substantial part of the events
17 or omissions giving rise to the claim occurred in the State of California.

18 **FACTUAL BACKGROUND**

19 10. On or about December 2018, Plaintiff was gifted a Bella 6 Quart 10 on 1 Multi
20 Cooker electric pressure cooker (“Pressure Cooker”).

11. Upon information and belief, at all relevant times, Defendant Sensio US is and was the designer, manufacturer, producer, distributor, vendor, seller of and/or marketing entity for the Pressure Cooker.

12. Upon information and belief, at all relevant times, Defendant Sensio is and was the designer, manufacturer, producer, distributor, vendor, seller of and/or marketing entity for the Pressure Cooker.

13. Upon information and belief, at all relevant times, Defendant Bellahousewares is and was the designer, manufacturer, producer, distributor, vendor, seller of and/or marketing entity for the Pressure Cooker.

14. Upon information and belief, at all relevant times, Defendants Sensio US and/or Sensio and/or Bellahousewares tested and/or inspected the Pressure Cooker in order to ensure that it was free from defects and safe for consumer use.

15. The Pressure Cooker is an electric kitchen appliance designed to be used for efficient preparation of food. The product is designed to prepare meals by cooking liquids inside a pot that produces steam, which is trapped inside of the Pressure Cooker to create pressure. The resulting temperatures produced are expected to cook meals more efficiently, while allegedly maintaining more nutrients than conventional cooking methods.

16. On or about November 13, 2019, Plaintiff was using the Pressure Cooker and followed instructions enclosed with the Pressure Cooker.

1 17. While using the Pressure Cooker to prepare a meal, it suddenly and without
2 warning exploded while Plaintiff was attempting to open it, causing scalding hot
3 liquid, contents, and steam to fly out of the Pressure Cooker and onto Plaintiff.

4 18. The Pressure Cooker had not been misused and had not been modified post-
5 sale before it failed.

6 19. As a direct and proximate result of the explosion of the Pressure Cooker and
7 the expulsion of scalding contents therefrom, Plaintiff suffered severely painful and
8 disfiguring burns to the body, and resulting pain and suffering, disability, mental
9 anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life,
10 and medical and nursing care and treatment. The injuries are either permanent or
11 continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

12 **COUNT I – PRODUCTS/STRICT LIABILITY AGAINST SENSIO US**

13 20. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
14 if fully set forth herein.

15 21. At all relevant times, Defendant Sensio US was in the business of designing,
16 manufacturing, inspecting, testing, distributing, selling and/or marketing pressure
17 cookers and did design, manufacture, inspect, test, distribute, sell and/or market the
18 Pressure Cooker giving rise to the subject Complaint.

19 22. The Pressure Cooker failed to perform in a manner reasonably expected in
20 light of its nature and intended function when it failed and caused severe injuries.

1 23. The Pressure Cooker had not been misused post-sale before it failed.

2 24. The Pressure Cooker was within its anticipated useful life when it failed.

3 25. The Pressure Cooker failure was such that would not have occurred in the
4 absence of a defect or unreasonably dangerous condition within it.

5 26. Specifically, the Pressure Cooker was unreasonably dangerous and/or
6 defective in that:

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

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

12 27. That unreasonably dangerous condition and/or defect proximately caused
13 severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain
14 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
15 capacity for the enjoyment of life, and medical and nursing care and treatment.

16 28. Therefore, Defendant Sensio US is liable to Plaintiff for the aforementioned
17 injuries caused by the defective Pressure Cooker.

18 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
19 Defendant, Sensio US, for compensatory damages, court costs, and such other and
20 additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST SENSIO US

29. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as if fully set forth herein.

30. Defendant Sensio US owed Plaintiff, as well as the public at large, the duty of reasonable care in designing, manufacturing, testing, inspecting, distributing, selling and/or marketing the Pressure Cooker, and/or to adequately warn of dangers presented by the product's design.

31. Defendant Sensio US knew, or in the existence of ordinary care, should have known, that the Pressure Cooker was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner for which it was intended to be used.

32. Alternatively, Defendant Sensio US knew, or in the exercise of ordinary care should have known, of the means of designing, manufacturing and/or marketing the Pressure Cooker such that the type of incident and resulting injuries and damages as described herein would have been prevented.

33. Alternatively, Defendant Sensio US had actual or constructive knowledge of the means of designing a pressure cooker that would not be inadequate and dangerous, and notwithstanding this knowledge, Defendant Sensio US failed to adequately design, equip and/or manufacture the Pressure Cooker.

1 34. Alternatively, Defendant Sensio US negligently failed to give adequate or
2 proper warnings or instructions, and/or failed to make appropriate post-marketing
3 efforts to prevent known incidents, such as the one included herein.

4 35. Alternatively, Defendant Sensio US failed to prudently design, manufacture,
5 test, inspect, market and/or sell the Pressure Cooker, and/or failed to include a
6 reasonable and safer alternative to the subject defective condition.

7 36. As a direct and proximate result of Defendant Sensio US' negligence, Plaintiff
8 suffered severely painful and disfiguring burns and other injury to Plaintiff's body,
9 and resulting pain and suffering, disability, mental anguish, embarrassment and
10 humiliation, loss of capacity for the enjoyment of life, and medical and nursing care
11 and treatment. The injuries are either permanent or continuing in nature, and Plaintiff
12 will suffer the losses and impairment in the future.

13 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
14 Defendant, Sensio US, for compensatory damages, court costs, and such other and
15 additional relief as this Court may deem appropriate.

16 **COUNT III – BREACH OF EXPRESS WARRANTY AGAINST SENSIO US**

17 37. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
18 if fully set forth herein.

19 38. Defendant Sensio US designed, manufactured, assembled, distributed,
20 inspected, tested and/or sold the Pressure Cooker.

1 39. Defendant Sensio US expressly warranted that the Pressure Cooker was safe
2 for ordinary use when used in compliance with the instructions provided.

3 40. Defendant Sensio US' affirmations regarding the safety of its product formed
4 a basis of the bargain for Plaintiff without which Plaintiff would not have purchased
5 and/or used the Pressure Cooker.

6 41. The Pressure Cooker did not conform to Defendant Sensio US' affirmations
7 regarding safety.

8 42. As a direct and proximate result of Defendant Sensio US' breach of express
9 warranties, Plaintiff suffered severely painful and disfiguring burns and other injury
10 to Plaintiff's body, and resulting pain and suffering, disability, mental anguish,
11 embarrassment and humiliation, loss of capacity for the enjoyment of life, and
12 medical and nursing care and treatment. The injuries are either permanent or
13 continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

14 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
15 Defendant, Sensio US, for compensatory damages, court costs, and such other and
16 additional relief as this Court may deem appropriate.

17 **COUNT IV – BREACH OF IMPLIED WARRANTY OF**
18 **MERCHANTABILITY AGAINST SENSIO US**
19

20 43. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
21 if fully set forth herein.

1 44. Defendant Sensio US at all relevant times designed, manufactured,
2 assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

3 45. Defendant Sensio US impliedly warranted that the Pressure Cooker was
4 merchantable, fit for the ordinary purpose for which it was sold or used, was of fair
5 average quality as to pass without objection in the trade, and conformed to
6 Defendant's own affirmations regarding the Pressure Cooker's safety features and
7 overall safe condition.

8 46. Defendant Sensio US breached their implied warranty of merchantability, as
9 the product did not conform to Defendant's affirmations regarding the safety
10 features and overall safe condition of the Pressure Cooker, the Pressure Cooker was
11 not fit for the ordinary purpose for which it was sold or used, and/or was not of fair
12 average quality so as to pass without objection in the trade.

13 47. As a direct and proximate result of Defendant Sensio US' breach of the
14 implied warranty of merchantability, Plaintiff suffered severely painful and
15 disfiguring burns and other injury to Plaintiff's body, and resulting pain and
16 suffering, disability, mental anguish, embarrassment and humiliation, loss of
17 capacity for the enjoyment of life, and medical and nursing care and treatment. The
18 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
19 losses and impairment in the future.

1 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
2 Defendant, Sensio US, for compensatory damages, court costs, and such other and
3 additional relief as this Court may deem appropriate.

4 **COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A**
5 **PARTICULAR PURPOSE AGAINST SENSIO US**
6

7 48. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
8 if fully set forth herein.

9 49. Defendant Sensio US designed, manufactured, assembled, tested, inspected,
10 distributed, marketed and/or sold the Pressure Cooker.

11 50. In selling the Pressure Cooker to Plaintiff, Defendant Sensio US, through its
12 agents, servants, employees, and apparent agents, acting within the scope of their
13 employment, authority, or apparent authority, made representations and promotions
14 concerning the particular purpose to which Plaintiff would put the Pressure Cooker
15 to use and knew or should have known of the particular purpose to which Plaintiff
16 would put the product to use. Defendant impliedly warranted that the product would
17 be fit for such particular purpose.

18 51. Defendant Sensio US breached its implied warranty of fitness for a particular
19 purpose, as the Pressure Cooker did not conform to Defendant Sensio US'
20 affirmations regarding its product being fit for such particular purpose. The Pressure

1 Cooker's malfunctioning safety features and overall unsafe condition rendered it
2 unfit for that purpose.

3 52. As a direct and proximate result of Defendant Sensio US' breach of the
4 implied warranty of fitness for a particular purpose, Plaintiff suffered severely
5 painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain
6 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
7 capacity for the enjoyment of life, and medical and nursing care and treatment. The
8 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
9 losses and impairment in the future.

10 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
11 Defendant, Sensio US, for compensatory damages, court costs, and such other and
12 additional relief as this Court may deem appropriate.

13 **COUNT VI – FAILURE TO WARN AGAINST SENSIO US**

14 53. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
15 if fully set forth herein.

16 54. Defendant Sensio US designed, manufactured, assembled, tested, inspected,
17 distributed, marketed and/or sold the Pressure Cooker.

18 55. On or about November 13, 2019, Plaintiff used the Pressure Cooker in the
19 manner intended and/or foreseeably intended, when the Pressure Cooker failed,
20 exploded and/or otherwise caused injury to Plaintiff.

1 56. Upon information and belief, the Pressure Cooker was manufactured in a
2 defective manner, was defectively designed, failed to have adequate and proper
3 warnings or instructions, was not safe to be used for the purposes intended, and/or
4 was inherently and/or unreasonably dangerous.

5 57. Defendant Sensio US knew or should have known of the dangerous nature of
6 the Pressure Cooker by virtue of its business, and/or knew or should have known of
7 the need to provide adequate warnings concerning the use of the Pressure Cooker.

8 58. Defendant Sensio US had a duty to provide reasonable warning of the danger
9 involved in the use of the Pressure Cooker and failed to provide the public, including
10 Plaintiff, notice of the danger involved.

11 59. As a direct and proximate result of the foregoing, Plaintiff suffered severely
12 painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain
13 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
14 capacity for the enjoyment of life, and medical and nursing care and treatment. The
15 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
16 losses and impairment in the future.

17 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
18 Defendant, Sensio US, for compensatory damages, court costs, and such other and
19 additional relief as this Court may deem appropriate.

20 **COUNT VII – PRODUCTS/STRICT LIABILITY AGAINST SENSIO**

1 60. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
2 if fully set forth herein.

3 61. At all relevant times, Defendant Sensio was in the business of designing,
4 manufacturing, inspecting, testing, distributing, selling and/or marketing pressure
5 cookers and did design, manufacture, inspect, test, distribute, sell and/or market the
6 Pressure Cooker giving rise to the subject Complaint.

7 62. The Pressure Cooker failed to perform in a manner reasonably expected in
8 light of its nature and intended function when it failed and caused severe injuries.

9 63. The Pressure Cooker had not been misused post-sale before it failed.

10 64. The Pressure Cooker was within its anticipated useful life when it failed.

11 65. The Pressure Cooker failure was such that would not have occurred in the
12 absence of a defect or unreasonably dangerous condition within it.

13 66. Specifically, the Pressure Cooker was unreasonably dangerous and/or
14 defective in that:

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

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

1 67. That unreasonably dangerous condition and/or defect proximately caused
2 severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain
3 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
4 capacity for the enjoyment of life, and medical and nursing care and treatment.

5 68. Therefore, Defendant Sensio is liable to Plaintiff for the aforementioned
6 injuries caused by the defective Pressure Cooker.

7 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
8 Defendant, Sensio, for compensatory damages, court costs, and such other and
9 additional relief as this Court may deem appropriate.

10 **COUNT VIII – NEGLIGENCE AGAINST SENSIO**

11 69. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
12 if fully set forth herein.

13 70. Defendant Sensio owed Plaintiff, as well as the public at large, the duty of
14 reasonable care in designing, manufacturing, testing, inspecting, distributing, selling
15 and/or marketing the Pressure Cooker, and/or to adequately warn of dangers
16 presented by the product's design.

17 71. Defendant Sensio knew, or in the existence of ordinary care, should have
18 known, that the Pressure Cooker was defective and unreasonably dangerous to those
19 persons likely to use the product for the purpose and in the manner for which it was
20 intended to be used.

72. Alternatively, Defendant Sensio knew, or in the exercise of ordinary care should have known, of the means of designing, manufacturing and/or marketing the Pressure Cooker such that the type of incident and resulting injuries and damages as described herein would have been prevented.

73. Alternatively, Defendant Sensio had actual or constructive knowledge of the means of designing a pressure cooker that would not be inadequate and dangerous, and notwithstanding this knowledge, Defendant Sensio failed to adequately design, equip and/or manufacture the Pressure Cooker.

74. Alternatively, Defendant Sensio negligently failed to give adequate or proper warnings or instructions, and/or failed to make appropriate post-marketing efforts to prevent known incidents, such as the one included herein.

75. Alternatively, Defendant Sensio failed to prudently design, manufacture, test, inspect, market and/or sell the Pressure Cooker, and/or failed to include a reasonable and safer alternative to the subject defective condition.

76. As a direct and proximate result of Defendant Sensio's negligence, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, 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. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

1 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
2 Defendant, Sensio, for compensatory damages, court costs, and such other and
3 additional relief as this Court may deem appropriate.

4 **COUNT IX – BREACH OF EXPRESS WARRANTY AGAINST SENSIO**

5 77. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
6 if fully set forth herein.

7 78. Defendant Sensio designed, manufactured, assembled, distributed, inspected,
8 tested and/or sold the Pressure Cooker.

9 79. Defendant Sensio expressly warranted that the Pressure Cooker was safe for
10 ordinary use when used in compliance with the instructions provided.

11 80. Defendant Sensio's affirmations regarding the safety of its product formed a
12 basis of the bargain for Plaintiff without which Plaintiff would not have purchased
13 and/or used the Pressure Cooker.

14 81. The Pressure Cooker did not conform to Defendant Sensio's affirmations
15 regarding safety.

16 82. As a direct and proximate result of Defendant Sensio's breach of express
17 warranties, Plaintiff suffered severely painful and disfiguring burns and other injury
18 to Plaintiff's body, and resulting pain and suffering, disability, mental anguish,
19 embarrassment and humiliation, loss of capacity for the enjoyment of life, and

1 medical and nursing care and treatment. The injuries are either permanent or
2 continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

3 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
4 Defendant, Sensio, for compensatory damages, court costs, and such other and
5 additional relief as this Court may deem appropriate.

6 **COUNT X – BREACH OF IMPLIED WARRANTY OF**
7 **MERCHANTABILITY AGAINST SENSIO**
8

9 83. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
10 if fully set forth herein.

11 84. Defendant Sensio at all relevant times designed, manufactured, assembled,
12 tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

13 85. Defendant Sensio impliedly warranted that the Pressure Cooker was
14 merchantable, fit for the ordinary purpose for which it was sold or used, was of fair
15 average quality as to pass without objection in the trade, and conformed to
16 Defendant's own affirmations regarding the Pressure Cooker's safety features and
17 overall safe condition.

18 86. Defendant Sensio breached their implied warranty of merchantability, as the
19 product did not conform to Defendant's affirmations regarding the safety features
20 and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit

1 for the ordinary purpose for which it was sold or used, and/or was not of fair average
2 quality so as to pass without objection in the trade.

3 87. As a direct and proximate result of Defendant Sensio's breach of the implied
4 warranty of merchantability, Plaintiff suffered severely painful and disfiguring burns
5 and other injury to Plaintiff's body, and resulting pain and suffering, disability,
6 mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment
7 of life, and medical and nursing care and treatment. The injuries are either permanent
8 or continuing in nature, and Plaintiff will suffer the losses and impairment in the
9 future.

10 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
11 Defendant, Sensio, for compensatory damages, court costs, and such other and
12 additional relief as this Court may deem appropriate.

13 **COUNT XI – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A**
14 **PARTICULAR PURPOSE AGAINST SENSIO**
15

16 88. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
17 if fully set forth herein.

18 89. Defendant Sensio designed, manufactured, assembled, tested, inspected,
19 distributed, marketed and/or sold the Pressure Cooker.

20 90. In selling the Pressure Cooker to Plaintiff, Defendant Sensio, through its
21 agents, servants, employees, and apparent agents, acting within the scope of their

1 employment, authority, or apparent authority, made representations and promotions
2 concerning the particular purpose to which Plaintiff would put the Pressure Cooker
3 to use and knew or should have known of the particular purpose to which Plaintiff
4 would put the product to use. Defendant impliedly warranted that the product would
5 be fit for such particular purpose.

6 91. Defendant Sensio breached its implied warranty of fitness for a particular
7 purpose, as the Pressure Cooker did not conform to Defendant Sensio's affirmations
8 regarding its product being fit for such particular purpose. The Pressure Cooker's
9 malfunctioning safety features and overall unsafe condition rendered it unfit for that
10 purpose.

11 92. As a direct and proximate result of Defendant Sensio's breach of the implied
12 warranty of fitness for a particular purpose, Plaintiff suffered severely painful and
13 disfiguring burns and other injury to Plaintiff's body, and resulting pain and
14 suffering, disability, mental anguish, embarrassment and humiliation, loss of
15 capacity for the enjoyment of life, and medical and nursing care and treatment. The
16 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
17 losses and impairment in the future.

18 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
19 Defendant, Sensio, for compensatory damages, court costs, and such other and
20 additional relief as this Court may deem appropriate.

COUNT XII– FAILURE TO WARN AGAINST SENSIO

93. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as if fully set forth herein.

94. Defendant Sensio designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

95. On or about November 13, 2019, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

96. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

97. Defendant Sensio knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

98. Defendant Sensio had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

99. As a direct and proximate result of the foregoing, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain

1 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
2 capacity for the enjoyment of life, and medical and nursing care and treatment. The
3 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
4 losses and impairment in the future.

5 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
6 Defendant, Sensio, for compensatory damages, court costs, and such other and
7 additional relief as this Court may deem appropriate.

8 **COUNT XIII – PRODUCTS/STRICT LIABILITY AGAINST**
9 **BELLAHOUSEWARES**
10

11 100. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
12 if fully set forth herein.

13 101. At all relevant times, Defendant Bellahousewares was in the business of
14 designing, manufacturing, inspecting, testing, distributing, selling and/or marketing
15 pressure cookers and did design, manufacture, inspect, test, distribute, sell and/or
16 market the Pressure Cooker giving rise to the subject Complaint.

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

19 103. The Pressure Cooker had not been misused post-sale before it failed.

20 104. The Pressure Cooker was within its anticipated useful life when it failed.

21 105. The Pressure Cooker failure was such that would not have occurred in the
22 absence of a defect or unreasonably dangerous condition within it.

1 106. Specifically, the Pressure Cooker was unreasonably dangerous and/or
2 defective in that:

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

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

8 107. That unreasonably dangerous condition and/or defect proximately caused
9 severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain
10 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
11 capacity for the enjoyment of life, and medical and nursing care and treatment.

12 108. Therefore, Defendant Bellahousewares is liable to Plaintiff for the
13 aforementioned injuries caused by the defective Pressure Cooker.

14 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
15 Defendant, Bellahousewares, for compensatory damages, court costs, and such other
16 and additional relief as this Court may deem appropriate.

17 **COUNT XIV – NEGLIGENCE AGAINST BELLAHOUSEWARES**

18 109. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
19 if fully set forth herein.

1 110. Defendant Bellahousewares owed Plaintiff, as well as the public at large, the
2 duty of reasonable care in designing, manufacturing, testing, inspecting, distributing,
3 selling and/or marketing the Pressure Cooker, and/or to adequately warn of dangers
4 presented by the product's design.

5 111. Defendant Bellahousewares knew, or in the existence of ordinary care, should
6 have known, that the Pressure Cooker was defective and unreasonably dangerous to
7 those persons likely to use the product for the purpose and in the manner for which
8 it was intended to be used.

9 112. Alternatively, Defendant Bellahousewares knew, or in the exercise of
10 ordinary care should have known, of the means of designing, manufacturing and/or
11 marketing the Pressure Cooker such that the type of incident and resulting injuries
12 and damages as described herein would have been prevented.

13 113. Alternatively, Defendant Bellahousewares had actual or constructive
14 knowledge of the means of designing a pressure cooker that would not be inadequate
15 and dangerous, and notwithstanding this knowledge, Defendant Bellahousewares
16 failed to adequately design, equip and/or manufacture the Pressure Cooker.

17 114. Alternatively, Defendant Bellahousewares negligently failed to give adequate
18 or proper warnings or instructions, and/or failed to make appropriate post-marketing
19 efforts to prevent known incidents, such as the one included herein.

1 115. Alternatively, Defendant Bellahousewares failed to prudently design,
2 manufacture, test, inspect, market and/or sell the Pressure Cooker, and/or failed to
3 include a reasonable and safer alternative to the subject defective condition.

4 116. As a direct and proximate result of Defendant Bellahousewares' negligence,
5 Plaintiff suffered severely painful and disfiguring burns and other injury to
6 Plaintiff's body, and resulting pain and suffering, disability, mental anguish,
7 embarrassment and humiliation, loss of capacity for the enjoyment of life, and
8 medical and nursing care and treatment. The injuries are either permanent or
9 continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

10 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
11 Defendant, Bellahousewares, for compensatory damages, court costs, and such other
12 and additional relief as this Court may deem appropriate.

13 **COUNT XV – BREACH OF EXPRESS WARRANTY AGAINST**
14 **BELLAHOUSEWARES**
15

16 117. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
17 if fully set forth herein.

18 118. Defendant Bellahousewares designed, manufactured, assembled, distributed,
19 inspected, tested and/or sold the Pressure Cooker.

20 119. Defendant Bellahousewares expressly warranted that the Pressure Cooker was
21 safe for ordinary use when used in compliance with the instructions provided.

1 120. Defendant Bellahousewares's affirmations regarding the safety of its product
2 formed a basis of the bargain for Plaintiff without which Plaintiff would not have
3 purchased and/or used the Pressure Cooker.

4 121. The Pressure Cooker did not conform to Defendant Bellahousewares'
5 affirmations regarding safety.

6 122. As a direct and proximate result of Defendant Bellahousewares' breach of
7 express warranties, Plaintiff suffered severely painful and disfiguring burns and
8 other injury to Plaintiff's body, and resulting pain and suffering, disability, mental
9 anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life,
10 and medical and nursing care and treatment. The injuries are either permanent or
11 continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

12 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
13 Defendant, Bellahousewares, for compensatory damages, court costs, and such other
14 and additional relief as this Court may deem appropriate.

15 **COUNT XVI – BREACH OF IMPLIED WARRANTY OF**
16 **MERCHANTABILITY AGAINST BELLAHOUSEWARES**
17

18 123. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
19 if fully set forth herein.

20 124. Defendant Bellahousewares at all relevant times designed, manufactured,
21 assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

1 125. Defendant Bellahousewares impliedly warranted that the Pressure Cooker
2 was merchantable, fit for the ordinary purpose for which it was sold or used, was of
3 fair average quality as to pass without objection in the trade, and conformed to
4 Defendant's own affirmations regarding the Pressure Cooker's safety features and
5 overall safe condition.

6 126. Defendant Bellahousewares breached their implied warranty of
7 merchantability, as the product did not conform to Defendant's affirmations
8 regarding the safety features and overall safe condition of the Pressure Cooker, the
9 Pressure Cooker was not fit for the ordinary purpose for which it was sold or used,
10 and/or was not of fair average quality so as to pass without objection in the trade.

11 127. As a direct and proximate result of Defendant Bellahousewares' breach of the
12 implied warranty of merchantability, Plaintiff suffered severely painful and
13 disfiguring burns and other injury to Plaintiff's body, and resulting pain and
14 suffering, disability, mental anguish, embarrassment and humiliation, loss of
15 capacity for the enjoyment of life, and medical and nursing care and treatment. The
16 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
17 losses and impairment in the future.

18 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
19 Defendant, Bellahousewares, for compensatory damages, court costs, and such other
20 and additional relief as this Court may deem appropriate.

COUNT XVII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST BELLAHOUSEWARES

128. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as if fully set forth herein.

129. Defendant Bellahousewares designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

130. In selling the Pressure Cooker to Plaintiff, Defendant Bellahousewares, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

131. Defendant Bellahousewares breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant Bellahousewares' affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

132. As a direct and proximate result of Defendant Bellahousewares' breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered severely

1 painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain
2 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
3 capacity for the enjoyment of life, and medical and nursing care and treatment. The
4 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
5 losses and impairment in the future.

6 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
7 Defendant, Bellahousewares, for compensatory damages, court costs, and such other
8 and additional relief as this Court may deem appropriate.

9 **COUNT XVIII – FAILURE TO WARN AGAINST BELLAHOUSEWARES**

10 133. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-19 as
11 if fully set forth herein.

12 134. Defendant Bellahousewares designed, manufactured, assembled, tested,
13 inspected, distributed, marketed and/or sold the Pressure Cooker.

14 135. On or about November 13, 2019, Plaintiff used the Pressure Cooker in the
15 manner intended and/or foreseeably intended, when the Pressure Cooker failed,
16 exploded and/or otherwise caused injury to Plaintiff.

17 136. Upon information and belief, the Pressure Cooker was manufactured in a
18 defective manner, was defectively designed, failed to have adequate and proper
19 warnings or instructions, was not safe to be used for the purposes intended, and/or
20 was inherently and/or unreasonably dangerous.

1 137. Defendant Bellahousewares knew or should have known of the dangerous
2 nature of the Pressure Cooker by virtue of its business, and/or knew or should have
3 known of the need to provide adequate warnings concerning the use of the Pressure
4 Cooker.

5 138. Defendant Bellahousewares had a duty to provide reasonable warning of the
6 danger involved in the use of the Pressure Cooker and failed to provide the public,
7 including Plaintiff, notice of the danger involved.

8 139. As a direct and proximate result of the foregoing, Plaintiff suffered severely
9 painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain
10 and suffering, disability, mental anguish, embarrassment and humiliation, loss of
11 capacity for the enjoyment of life, and medical and nursing care and treatment. The
12 injuries are either permanent or continuing in nature, and Plaintiff will suffer the
13 losses and impairment in the future.

14 WHEREFORE, Plaintiff, Jennifer Trujillo, demands judgment against
15 Defendant, Bellahousewares, for compensatory damages, court costs, and such other
16 and additional relief as this Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a jury trial for all issues so triable.

Signed on October 11, 2021.

WOOLF LEGAL

Attorney for Plaintiff
14500 Roscoe Blvd. 4th Floor
Van Nuys, CA 91402
Telephone: (323) 804-0730
Facsimile: (310) 943-3542

By: /s/ David Woolf, Esq.
DAVID WOOLF, ESQUIRE
California Bar No. 306958

LAW OFFICES OF JASON TURCHIN

Attorney for Plaintiff
2883 Executive Park Drive
Suite 103
Weston, Florida 33331
Telephone: (954) 515-5000
Facsimile: (954) 659-1380

By: /s/ Jason Turchin, Esq.
JASON TURCHIN, ESQUIRE
Florida Bar No. 585300