

opened while in use. Despite Defendant's claims of "safety," it designed, manufactured, marketed, imported, distributed and sold, both directly and through third-party retailers, a product that suffers from serious and dangerous defects. Said defects cause significant risk of bodily harm and injury to its consumers.

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

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

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, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

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 SONDRASUE DEIEN

7. Plaintiff is a resident and citizen of the city of Marine, County of Madison, State of Illinois.

8. On or about July 18 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 "Built-In Safety Features," 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 INSTANT BRANDS, INC.

9. Defendant designs, manufactures, markets, imports, distributes and sell a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others.

10. Defendant boasts that "[t]he Instant Pot line of products are truly tools for a new lifestyle and especially cater to the needs of health-minded individuals" with its "main goal" to provide "best kitchen experience by offering unsurpassed user interface design and connected technologies."

11. Defendant Instant Brands is a Canadian corporation with is principal place of business at 495 March Road, Suite 200, Kanata, ON, Canada K2K 3G1, and as such is deemed to be a citizen of the Country of Canada.

JURISDICTION AND VENUE

12. 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.

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

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

FACTUAL BACKGROUND

15. Defendant is engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing and selling the pressure cooker at issue in this litigation. Defendant aggressively warrants, markets, advertises and sells its pressure cookers as “safe, convenient and depend able,”² allowing consumers to cook “healthy and tasty meals.”³

16. Defendant touts the “safety” of its pressure cookers, and states that they cannot be opened while in use. For example, Defendant claims that “[A]s a safety feature, until the float valve drops down the lid is locked and **cannot be opened**.”⁴

17. To further propagate its message, Defendant has, and continues to utilize numerous media outlets including, but not limited to, infomercials, social media websites such as YouTube, and third-party retailers. For example, the following can be found at <https://www.youtube.com/watch?v=n-yN4lyz1Ck>

- a. “There are how many safety features? 10 built-in safety features, because we know some people are a little...*we don’t want you worry at all! We’ve done everything for you to make your life much easier!*”⁵

² *Id.* at Owner’s Manual Introduction

³ *Id.*

⁴ *Id.* at pg. 20. (emphasis supplied).

⁵ See <https://www.youtube.com/watch?v=n-yN4lyz1Ck> (2:24 – 2:37)

18. By reason of the forgoing acts or omissions, the above-named Plaintiff and/or her family purchased 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.

19. Plaintiff used her pressure cooker for its intended purpose of preparing meals for herself and/or family and did so in a manner that was reasonable and foreseeable by the Defendant.

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

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

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

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

24. Defendant knew or should have known that its pressure cookers possessed defects that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendant continues ignore and/or conceal its knowledge of the pressure cookers' defects from the general public and continues to generate a substantial profit from the sale of its pressure cookers, demonstrating a

callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

25. As a direct and proximate result of Defendant's intentional concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, 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 pressure cooker, which resulted in significant and painful bodily injuries upon Plaintiff's simple removal of the lid of the Pressure Cooker.

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

CLAIMS FOR RELIEF

COUNT I **STRICT LIABILITY**

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

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

29. Defendant Instant Brands' pressure cookers were in the same or substantially similar condition as when they left the possession of Defendant Instant Brands.

30. Plaintiff did not misuse or materially alter the pressure cooker.

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

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

- a. The pressure cookers designed, manufactured, sold, and supplied by Defendant Instant Brands 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 Instant Brands failed to properly market, design, manufacture, distribute, supply, and sell the pressure cookers, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendant Instant Brands failed to warn and place adequate warnings and instructions on the pressure cookers;
- e. Defendant Instant Brands failed to adequately test the pressure cookers; and
- f. Defendant Instant Brands failed to market an economically feasible alternative design, despite the existence of economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

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

34. Defendant Instant Brands conduct, as described above, was extreme and outrageous. Defendant Instant Brands risked the safety and well-being of the consumers and users of their pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public. Defendant Instant Brands made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Instant Brands's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT II
NEGLIGENCE

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

36. Defendant Instant Brands had a duty of reasonable care to design, manufacture, market, and sell non-defective pressure cookers that are reasonably safe for their intended uses by consumers, such as Plaintiff and her family.

37. Defendant Instant Brands 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 Instant Brands knew or should have known that said pressure cookers created a high risk of unreasonable harm to the Plaintiff and consumers alike.

38. Defendant Instant Brands was negligent in the design, manufacture, advertising, warning, marketing and sale of its pressure cookers in that, among other things, it:

- 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.

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

40. Defendant Instant Brands' conduct, as described above, was extreme and outrageous. Defendant Instant Brands risked the safety and well-being of the consumers and users of their pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public. Defendant Instant Brands made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Instant Brands's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT III
BREACH OF EXPRESS WARRANTY

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

42. Defendant Instant Brands expressly warranted that its pressure cookers were safe and effective to members of the consuming public, including Plaintiff. Moreover, Defendant Instant Brands expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained pressurized. For example:

- a. As a safety feature, until the float valve drops down the lid is locked and cannot be opened.⁶

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

⁶ Instant Pot Viva Series Owner's manual, pg. 20.

44. Defendant Instant Brands marketed, promoted and sold its pressure cookers as a safe product, complete with “Safety Features.”

45. Defendant Instant Brands’ pressure cookers do not conform to this express representation because the lid can be removed using normal force while the units remain pressurized, despite the appearance that the pressure has been released, making the pressure cookers not safe for use by consumers.

46. Defendant Instant Brands breached its express warranties in one or more of the following ways:

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

47. The Plaintiff in this case and/or her family purchased and 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.

48. Plaintiff’s injuries were the direct and proximate result of Defendant Instant Brands’ breach of its express warranties.

49. Defendant Instant Brands’ conduct, as described above, was extreme and outrageous. Defendant Instant Brands 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 and suppressed this knowledge from the public. Defendant Instant Brands made

conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Instant Brands's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT IV
BREACH OF IMPLIED WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE

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

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

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

53. Defendant Instant Brands' 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 their use as described herein in this Complaint.

54. The Plaintiff in this case reasonably relied on Defendant Instant Brands' representations that its pressure cookers were a quick, effective and safe means of cooking.

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

56. Defendant Instant Brands's conduct, as described above, was extreme and outrageous. Defendant Instant Brands 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 and suppressed this knowledge from the public. Defendant Instant Brands made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Instant Brands' outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT V
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

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

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

60. Defendant Instant Brands' pressure cookers were not merchantable and fit for their ordinary purpose, because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.

61. The Plaintiff in this case and/or her family purchased and 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.

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

63. Defendant Instant Brands' conduct, as described above, was extreme and outrageous. Defendant Instant Brands risked the safety and well-being of the consumers and users of their pressure cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public. Defendant Instant Brands made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Sunbeam's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT VI
VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS
PRACTICES ACT
815 ILCS 505/1 et. seq..

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

65. At all times material herein, Defendant Instant Brands warranted and represented that its pressure cookers were safe and free of defects in materials and workmanship and that they possessed certain "safety features".

66. Defendant Instant Brands warranties and representations that their pressure cookers were safe and free from defects, including that they possessed certain "safety features," would influence a reasonable consumer's decision whether to purchase the pressure cookers.

67. Defendant Instant Brands' failure to warn of its pressure cookers defects was a material omission that would influence a reasonable consumer's decision whether to purchase its pressure cookers.

68. Plaintiff and/or her family relied on the truth of Defendant Instant Brands' warranties and representations concerning the pressure cookers, and Plaintiff suffered personal damages as result of this reliance.

69. Had Plaintiff and/or her family been adequately warned concerning the likelihood that the pressure cooker's lid could be removed while pressurized, they would have taken steps to avoid damages by not purchasing this product. As a result of these violations of consumer protection laws, the Plaintiff in this case has incurred and will incur: serious physical injury, pain, suffering, loss of income, loss of opportunity, loss of family and social relationships, and medical and hospital expenses and other expense related to the diagnosis and treatment thereof, for which the Defendant Instant Brands are liable.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT VII
PUNITIVE DAMAGES

70. Plaintiff incorporates by reference each of the allegations set forth in this Complaint as though fully set forth herein.

71. The acts, conduct, and omissions of Defendant Instant Brands, as alleged throughout this Complaint, were willful and malicious. It is unconscionable and outrageous that Defendant Instant Brands would risk the health, safety, and well-being of consumers, including the Plaintiff in this case. Despite its knowledge that the lid could be prematurely removed while the unit remained pressurized, Defendant Instant Brands made conscious decisions not to redesign, despite the existence of an economically feasible, safer alternative design, and not to adequately label, warn or inform the unsuspecting consuming public about the dangers associated with the

use of its pressure cookers. Defendant Instant Brands' outrageous conduct rises to the level that Plaintiff should be awarded punitive damages to deter Defendant Instant Brands from this type of outrageous conduct in the future, as well as to discourage other Defendant Instant Brands from placing profits above the safety of consumers in the United States of America.

72. Prior to and during the manufacturing, sale, and distribution of their pressure cookers, Defendant Instant Brands knew that said pressure cookers were in a defective condition as previously described herein and knew that those who purchased and used their pressure cookers, including Plaintiff, could experience severe physical, mental, and emotional injuries.

73. Further, Defendant Instant Brands knew that its pressure cookers presented a substantial and unreasonable risk of harm to the public, including Plaintiff, and as such, Defendant Instant Brands unreasonably subjected consumers of said pressure cookers to risk of serious and permanent injury from their use.

74. Despite its knowledge, Defendant Instant Brands, for the purpose of enhancing its profits, knowingly and deliberately failed to remedy the known defects in its pressure cookers, and failed to warn the public, including Plaintiff, of the extreme risk of injury occasioned by said defects inherent in them. Defendant Instant Brands intentionally proceeded with the manufacturing, sale, distribution and marketing of its pressure cookers knowing these actions would expose consumers, such as the Plaintiff, to serious danger in order to advance its pecuniary interest and monetary profits.

75. Defendant Instant Brands' conduct was despicable and so contemptible that it would be looked down upon and despised by ordinary decent people and was carried on by Defendant Instant Brands with willful and conscious disregard for the safety of the Plaintiff, her family, and consumers like them, entitling the Plaintiff to punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Instant Brands for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendant Instant Brands 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 Instant Brands;
- b. damages to compensate Plaintiff for her injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant Instant Brands' pressure cookers;
- c. pre and post judgment interest at the lawful rate;
- d. punitive damages on all applicable Counts as permitted by the law;
- e. a trial by jury on all issues of the case;
- f. an award of attorneys' fees; and
- g. 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.

Respectfully submitted,

Date: July 16, 2021

BY: /s/ Loren Legorreta
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EXHIBIT A
Instant Pot Viva Series Pressure Cooker
Owner's Manual

