

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

RALPH L. BOLLIG, JR.,)	Case No.: <u>2:21-cv-02404-DCN</u>
)	
Plaintiff,)	
)	
vs.)	
)	COMPLAINT
SUNBEAM PRODUCTS, INC.)	<i>(Jury Trial Demanded)</i>
d/b/a Jarden Consumer Solutions,)	
and NEWELL BRANDS, INC.,)	
)	
Defendant.)	
_____)	

COMES NOW the Plaintiff, Ralph L. Bollig, Jr., by and through undersigned counsel, complaining of the Defendants, Sunbeam Products, Inc. and Newell Brands, Inc., and alleges as follows:

NATURE OF ACTION

1. This action is brought against Defendants Sunbeam Products, Inc. (“Sunbeam”) and Newell Brands, Inc. (“Newell”) (hereinafter further referred to as “Defendants” to mean “Sunbeam” and/or “Newell”) based on its defective and dangerous Crock-Pot Pressure Cookers which explode their hot contents during normal use due to dangerous design and manufacturing defects, and is also based on misstatements and omissions Defendants made about the quality of their products and its safety features.

2. Sunbeam designs, manufactures, markets, and sells a wide range of consumer products, including the Crock-Pot brand of kitchen appliances.

3. Defendants introduced the Crock-Pot Express Pressure Cooker (hereinafter, the "Pressure Cooker") to capitalize on the history of their "iconic" and trusted slow cooker brand. To do so, Defendants labeled and marketed their new Pressure Cooker as "TRUSTED," proclaiming

"the Crock-Pot brand is a leader in one pot cooking" and "features a locking, air-tight lid that stays sealed under pressure for a total peace-of-mind."

4. Defendants emphasized the Pressure Cooker's safety features in their Owner's Guide, including that the "[a]irtight lid stays locked until pressure is released."

5. Moreover, in marketing materials delivered to retailers, Defendants made similar claims: "Designed with an airtight locking lid stays sealed under pressure for added safety."

6. Moreover, the Defendants engaged in additional substantial online, print and other mass media marketing efforts to inform potential users and/or purchasers of the Pressure Cooker that it was trusted, safe and useful.

7. Despite Defendants' claimed dedication to quality manufacturing and implementing alleged safety protection features, Defendants instead designed, manufactured, marketed, and sold online and through third-party retailers the Pressure Cooker that suffers from serious and dangerous design and manufacturing defects.

8. Specifically, during ordinary and routine operation, the Pressure Cooker generates extreme heat and steam. When the defect manifests itself, however, the built-up pressure and steam trapped inside the Pressure Cooker causes its scalding hot contents to burst and erupt from the appliance when the lid is opened by the consumer, resulting in significant and painful personal injury to the consumer.

9. The defect includes, without limitation, a defective pressure release valve that inaccurately indicates that the built-up pressure has escaped the appliance, a misaligned locking arrow indicator, a locking pin which is too short and/or inadequate to prevent the lid from opening while under pressure, a strike plate made of material inadequate and/or insufficient to prevent the lid from opening while under pressure, a faulty gasket that allows the lid to open despite the presence of significant built-up pressure, inadequate warnings, and/or failures of other purported

built-in safety feature(s) designed to prevent the lid from opening until all the pressure is released (hereinafter, "Defect").

10. The Pressure Cooker at issue is a Crock-Pot Express Pressure Cooker model sold by Defendants, Model Number SCCPPC600-V 1.

11. At all relevant times, Defendants knew or should have known of the Defect but nevertheless sold the Pressure Cooker to Plaintiff, failed to warn Plaintiff of the serious safety risk posed by the Defect and instead represented safety features would prevent the Defect from manifesting, and failed to adequately recall the dangerously defective Pressure Cooker despite the risk of significant injuries to consumers as well as the failure of the product.

12. As a direct and proximate result of Defendants' concealment of the Defect, failure to warn Plaintiff of the Defect, misrepresentations about its safety features, the inherent safety risk posed by the Pressure Cooker, the failure to remove the defective Pressure Cooker from the stream of commerce, and failure to recall or remedy the Defect, Plaintiff purchased Defendants' defective and unsafe Pressure Cooker when he otherwise would not have.

13. The Pressure Cooker at issue failed as a result of the Defect when Plaintiff opened/turned the lid to his Pressure Cooker, causing scalding hot contents to erupt from the appliance, and resulting in significant and painful personal injuries to him.

14. The Defects at issue posed and continue to pose a substantial safety risk to consumers and the public, including Plaintiff.

PARTIES, VENUE & JURISDICTION

15. In or around December of 2018, Plaintiff acquired a new Pressure Cooker (Model Number SCCPPC600-VI). The Pressure Cooker was in its original unopened packaging and had not been modified in any fashion. The Package contained Defendants' instruction manual, which

Plaintiff read prior to its use and followed all instructions therein. Plaintiff suffered substantial and painful injuries when his Pressure Cooker failed during normal use as a result of the Defect.

16. Upon information and belief, Defendant Sunbeam is a corporation, organized and existing pursuant to the laws of the State of Delaware with its principal place of business in Boca Raton, Florida and does business in the County of Dorchester, State of South Carolina.

17. Upon information and belief, Defendant Newell is a corporation, organized and existing pursuant to the laws of the State of Delaware with its principal place of business in Hoboken, New Jersey and does business in the County of Dorchester, State of South Carolina.

18. That the Plaintiff is a citizen and resident of the County of Dorchester, State of South Carolina.

19. That the injury giving rise to this action occurred in the County of Dorchester, State of South Carolina on or about November 17, 2019 and the most substantial part of the acts and omissions giving rise to this action occurred in the County of Dorchester, State of South Carolina

20. That the defective product at issue was marketed in the State of South Carolina and that the Defendants' marketing was received by Plaintiff in the State of South Carolina.

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

FACTUAL ALLEGATIONS

22. The preceding paragraphs are hereby reincorporated herein by this reference as if set forth herein verbatim.

23. On or about November 17, 2019, after acquiring the Pressure Cooker, Plaintiff used it to prepare a meal and followed instructions enclosed with the Pressure Cooker.

24. After the Pressure Cooker indicated it had finished cooking the meal and was no longer under pressure, and that it was safe to open or otherwise operate, it suddenly and without warning exploded, causing scalding hot liquid, contents, and steam to fly out of the Pressure Cooker and onto Plaintiff.

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

26. As a direct and proximate result of the explosion of the Pressure Cooker and the expulsion of scalding contents therefrom, Plaintiff suffered severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, 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.

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

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

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

30. 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.

31. Other consumers reported similar horrific experiences as Plaintiff to Defendants prior to Plaintiff's incident. However, Defendant still allowed the Defect to exist and failed to issue any warnings.

COUNT I – PRODUCTS / STRICT LIABILITY AGAINST SUNBEAM

32. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

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

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

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

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

37. Defendants' Pressure Cooker reached Plaintiff in the same condition as when it left Defendant's control.

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

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

- a. it was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases and/or uses it, with the ordinary knowledge

common to the community as to its characteristics; and/or

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

40. That the unreasonably dangerous condition and/or defect proximately caused severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, and medical and nursing care and treatment, all of which, upon information and belief, will continue in the future

41. Defendant could and should have implemented or adopted reasonable and feasible alternative designs, materials, and/or manufacturing methods to remedy the Defect but failed to do so.

42. Therefore, Defendant Sunbeam is liable to Plaintiff for the aforementioned injuries caused by the defective Pressure Cooker.

43. Defendant Sunbeam's conduct, acts and/or omissions were willful, wanton and/or reckless such that Plaintiff is entitled to a judgment that includes punitive damages, in addition to Plaintiff's actual and compensatory damages.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, punitive damages, attorney's fees and costs, and such other and additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST SUNBEAM

44. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

45. Defendant Sunbeam 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.

46. Defendant Sunbeam 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.

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

48. Defendant Sunbeam 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 Sunbeam failed to adequately design, equip and/or manufacture the Pressure Cooker.

49. Defendant Sunbeam 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.

50. Defendant Sunbeam 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.

51. That Defendant Sunbeam breached its duty to Plaintiff and other similarly situated individuals by failing to act as a reasonable and prudent business would have under the same or similar circumstances, including but not limited to breaching those duties and acting in a negligent manner as set forth in paragraphs 44 to 50 above.

52. As a direct and proximate result of Defendant Sunbeam'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, lost wages, 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.

53. Defendant Sunbeam's conduct, acts and/or omissions were willful, wanton and/or reckless such that Plaintiff is entitled to a judgment that includes punitive damages, in addition to Plaintiff's actual and compensatory damages.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, punitive damages, attorney's fees and costs, and such other and additional relief as this Court may deem appropriate.

COUNT III – BREACH OF EXPRESS WARRANTY AGAINST SUNBEAM

54. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

55. Defendant Sunbeam designed, manufactured, assembled, distributed, inspected, tested and/or sold the Pressure Cooker.

56. Defendant Sunbeam expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

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

58. That Plaintiff detrimentally relied upon the material false and misleading representations of Defendant.

59. The Pressure Cooker did not conform to Defendant Sunbeam's affirmations regarding safety.

60. As a direct and proximate result of Defendant Sunbeam's breach of express warranties, 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, lost wages, 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.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, and such other and additional relief as this Court may deem appropriate.

**COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
AGAINST SUNBEAM**

61. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

62. Defendant Sunbeam at all relevant times designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

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

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

the trade.

65. As a direct and proximate result of Defendant Sunbeam's breach of the implied warranty of merchantability, 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, lost wages, 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.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, and such other and additional relief as this Court may deem appropriate.

COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST SUNBEAM

66. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

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

68. In selling the Pressure Cooker to Plaintiff, Defendant Sunbeam, 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.

69. Defendant Sunbeam breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant Sunbeam's 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.

70. As a direct and proximate result of Defendant Sunbeam's breach of the implied warranty of fitness for a particular purpose, 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, lost wages, 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.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, and such other and additional relief as this Court may deem appropriate.

COUNT VI – FAILURE TO WARN AGAINST SUNBEAM

71. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

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

73. On or about November 17, 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.

74. 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.

75. Defendant Sunbeam 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.

76. Defendant Sunbeam 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.

77. 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 and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, 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.

78. Defendant Sunbeam's conduct, acts and/or omissions were willful, wanton and/or reckless such that Plaintiff is entitled to a judgment that includes punitive damages, in addition to Plaintiff's actual and compensatory damages.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, punitive damages, and such other and additional relief as this Court may deem appropriate.

COUNT VII – UNFAIR TRADE PRACTICES ACT AGAINST SUNBEAM

79. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

80. By and through their direct acts and omissions and the acts and omissions of its employees , agents, assigns, servants, and representatives, as previously alleged, Defendant Sunbeam committed unfair and deceptive trade practices or acts in the following particulars: (a) in failing to disclose to, or warn, users of the Pressure Cooker, including but not limited to the Plaintiff, of hazards and dangers associated with the Defect(s) when the Defendant knew or should have known that the Pressure Cooker was dangerous and defective; (b) in making the

representations set forth in the preceding paragraphs and counts/causes of action when it knew or should have known they were false; (c) in utilizing the false representations to justify the Defendant's failure to conduct appropriate investigations and proper remedial efforts into claims of hazards or defects and to deny knowledge of other claims of failure or defects with the Pressure Cookers; (d) in failing to implement appropriate policies and procedures to ensure that unfair and deceptive acts, practices, or omissions would not occur; and (e) in such other and further particulars as may be shown at the trial of this case.

81. Upon information and belief, the aforementioned acts, omissions and practices of the Defendant constitute unlawful, unfair and deceptive trade acts or practices in trade or commerce in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. Section 39-5- 10, *et. seq.*, as Amended.

82. Upon information and belief, the Defendant's unfair and deceptive acts or practices as stated above occurred in the conduct of trade or commerce and were made with the intent of the Plaintiff to rely on the same.

83. 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 and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, 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.

84. Upon information and belief, the Defendant's acts or omissions as described above were the direct and proximate cause of damages sustained by Plaintiff.

85. Upon information and belief, the acts or omissions of Defendant are capable of repetition, have an adverse impact on the public, and are willful, wanton and reckless, thereby entitling the Plaintiff to treble actual damages and attorney's fees and costs.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Sunbeam Products, Inc., for compensatory and actual damages, attorney's fees and costs, treble damages, exemplary damages, punitive damages, and such other and additional relief as this Court may deem appropriate.

COUNT IIX – PRODUCTS / STRICT LIABILITY AGAINST NEWELL

86. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

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

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

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

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

91. The Defendants' Pressure Cooker reached Plaintiff in the same condition as when it left Defendant's control.

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

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

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

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

94. That unreasonably dangerous condition and/or defect proximately caused severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, and medical and nursing care and treatment, all of which, upon information and belief, will continue in the future.

95. Defendant could and should have implemented or adopted reasonable and feasible alternative designs, materials, and/or manufacturing methods to remedy the Defect but failed to do so.

96. Therefore, Defendant Newell is liable to Plaintiff for the aforementioned injuries caused by the defective Pressure Cooker.

97. Defendant Newell's conduct, acts and/or omissions were willful, wanton and/or reckless such that Plaintiff is entitled to a judgement that includes punitive damages, in addition to Plaintiff's actual and compensatory damages.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, punitive damages, and such other and additional relief as this Court may deem appropriate.

COUNT IX – NEGLIGENCE AGAINST NEWELL

98. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

99. Defendant Newell 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.

100. Defendant Newell 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.

101. Defendant Newell 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.

102. Defendant Newell 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 Newell failed to adequately design, equip and/or manufacture the Pressure Cooker.

103. Defendant Newell 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.

104. Defendant Newell 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.

105. That Defendant Newell breached its duty to Plaintiff and other similarly situated individuals by failing to act as a reasonable and prudent business would have under the same or similar circumstances, including but not limited to breaching those duties and acting in a negligent manner as set forth in paragraphs 98 to 104 above.

106. As a direct and proximate result of Defendant Newell'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, lost wages, 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.

107. Defendant Newell's conduct, acts and/or omissions were willful, wanton and/or reckless such that Plaintiff is entitled to a judgment that includes punitive damages, in addition to Plaintiff's actual and compensatory damages.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, punitive damages, and such other and additional relief as this Court may deem appropriate.

COUNT X – BREACH OF EXPRESS WARRANTY AGAINST NEWELL

108. Plaintiff realleges and reasserts all preceding allegations contained in all preceding paragraphs as if fully set forth herein.

109. Defendant Newell designed, manufactured, assembled, distributed, inspected, tested and/or sold the Pressure Cooker.

110. Defendant Newell expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

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

112. That Plaintiff detrimentally relied upon the material false and misleading representations of Defendant.

113. The Pressure Cooker did not conform to Defendant Newell's affirmations regarding safety.

114. As a direct and proximate result of Defendant Newell's breach of express

warranties, 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, lost wages, 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.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr, demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, and such other and additional relief as this Court may deem appropriate.

**COUNT XI – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
AGAINST NEWELL**

115. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

116. Defendant Newell at all relevant times designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

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

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

119. As a direct and proximate result of Defendant Newell's breach of the implied warranty of merchantability, 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, lost wages, 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.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, and such other and additional relief as this Court may deem appropriate.

COUNT XII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST NEWELL

120. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

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

122. In selling the Pressure Cooker to Plaintiff, Defendant Newell, 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 Newell impliedly warranted that the product would be fit for such particular purpose.

123. Defendant Newell breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant Sunbeam's 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.

124. As a direct and proximate result of Defendant Newell's breach of the implied warranty of fitness for a particular purpose, 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, lost wages, 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.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, exemplary damages, and such other and additional relief as this Court may deem appropriate.

COUNT XIII – FAILURE TO WARN AGAINST NEWELL

125. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

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

127. On or about November 17, 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.

128. 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.

129. Defendant Newell 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.

130. Defendant Newell 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.

131. 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 and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, 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.

132. Defendant Newell's conduct, acts and/or omissions were willful, wanton and/or reckless such that Plaintiff is entitled to a judgment that includes punitive damages, in addition to Plaintiff's actual and compensatory damages.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, punitive damages, and such other and additional relief as this Court may deem appropriate.

COUNT XIV – UNFAIR TRADE PRACTICES ACT AGAINST NEWELL

133. Plaintiff realleges and readopts all preceding allegations set forth in all preceding paragraphs as if fully set forth herein.

134. By and through their direct acts and omissions and the acts and omissions of its employees, agents, assigns, servants, and representatives, as previously alleged, Defendant Newell committed unfair and deceptive trade practices or acts in the following particulars: (a) in failing to disclose to, or warn, users of the Pressure Cooker, including but not limited to the Plaintiff, of hazards and dangers associated with the Defect(s) when the Defendant knew or should have known that the Pressure Cooker was dangerous and defective; (b) in making the representations set forth in the preceding paragraphs and counts/causes of action when it knew or should have known they were false; (c) in utilizing the false representations to justify the Defendant's failure to conduct appropriate investigations and proper remedial efforts into claims of hazards or defects and to deny

knowledge of other claims of failure or defects with the Pressure Cookers; (d) in failing to implement appropriate policies and procedures to ensure that unfair and deceptive acts, practices, or omissions would not occur; and (e) in such other and further particulars as may be shown at the trial of this case.

135. Upon information and belief, the aforementioned acts, omissions and practices of the Defendant constitute unlawful, unfair and deceptive trade acts or practices in trade or commerce in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. Section 39-5- 10, *et.seq.*, as Amended.

136. Upon information and belief, the Defendant's unfair and deceptive acts or practices as stated above occurred in the conduct of trade or commerce and were made with the intent of the Plaintiff to rely on the same.

137. 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 and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, lost wages, 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.

138. Upon information and belief, the Defendant's acts or omissions as described above were the direct and proximate cause of damages sustained by Plaintiff.

139. Upon information and belief, the acts or omissions of Defendant are capable of repetition, have an adverse impact on the public, and are willful, wanton and reckless, thereby entitling the Plaintiff to treble actual damages and attorney's fees and costs.

WHEREFORE, Plaintiff, Ralph L. Bollig, Jr., demands judgment against Defendant, Newell Brands Inc., for compensatory and actual damages, attorney's fees and costs, treble damages, exemplary damages, punitive damages, and such other and additional relief as this Court

may deem appropriate.

PRAYER FOR RELIEF & DEMAND FOR TRIAL BY JURY

WHEREFORE, Plaintiff prays for judgment against the Defendants for actual, punitive, and treble damages, for attorney's fees, for the costs of this Action, for a trial by jury for all issues so triable, and for such other and further relief that this Court deems just and proper.

JOHN PRICE LAW FIRM, LLC

3045 Ashley Phosphate Rd.

N. Charleston, SC 29418

Telephone: (843) 552-6011

Email: matthewdouglas@johnpricelawfirm.com

By: /s/ Matthew T. Douglas

MATTHEW T. DOUGLAS, ESQ.

LAW OFFICES OF JASON TURCHIN

2883 Executive Park Drive

Suite 103

Weston, Florida 33331

Telephone: (954) 515-5000

Facsimile: (954) 659-1380

Email: jason@victimaids.com

By: /s/ Jason Turchin, Esq.

JASON TURCHIN, ESQUIRE

(admission to this Court pending)

ATTORNEYS FOR PLAINTIFF