

2. The defective condition of the PRESSURE COOKER, known to Defendants but unknown to Plaintiff, caused permanent and debilitating injuries to BOBBIE SULLIVAN.

PARTIES

3. Plaintiff BOBBIE SULLIVAN is an adult citizen of the State of Louisiana and a resident of Iberia Parish, Louisiana. By filing this action, Plaintiff avails herself of the jurisdiction and venue of this Court.

4. Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc. (“WALMART”) is incorporated in the State of Delaware and has a principal place of business located at 702 SW 8th St., Bentonville, Arkansas 72716. WALMART may be served with legal process through its agent for service of process: CT Corporation System, 124 West Capitol Avenue, Suite 1900, Little Rock, Arkansas 72201.

5. At all relevant times, WALMART was actively involved in the design, manufacture, marketing, import, distribution, and sale of the PRESSURE COOKER. WALMART labeled the PRESSURE COOKER as its own under its own “Farberware” brand, holds itself out to be the manufacturer of the product, and exercised control over the design, construction, and quality of the PRESSURE COOKER.

6. Defendant Midea America Corp. (“MIDEA CORP”) is a foreign profit corporation in the State of New Jersey and has a principal place of business located at 300 Kimball Dr, Suite 201, Parsippany, NJ 07054. MIDEA CORP may be served with legal process through its agent for service of process: Corporation Service Company, Princeton South Corporate Center, 100 Charles Ewing Blvd., Suite 160, Ewing, New Jersey 08628.

7. At all relevant times, MIDEA CORP was actively involved in the design, manufacture, marketing, import, distribution, and sale of the PRESSURE COOKER. MIDEA

CORP exercised control over the design, construction, and quality of the PRESSURE COOKER. Further, MIDEA CORP is the alter ego of an alien manufacturer of the PRESSURE COOKER and was at all relevant times in the business of importing and distributing the PRESSURE COOKER for resale in the United States and in Louisiana.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(3) because this action is between a citizen of the State of Louisiana, a citizen of the State of Arkansas and a citizen of the State of New Jersey, and the amount in controversy is in excess of \$75,000.00 exclusive of interest and costs.

9. This Court has personal jurisdiction over Defendant WALMART. Under Louisiana's long arm-statute, an appropriate basis exists for service of process on WALMART because WALMART has purposefully availed itself of the privilege of conducting business in the State of Louisiana. WALMART conducts business in Louisiana, in that it causes the consumer products it designs, tests, manufacturers, markets, distributes, and/or sells to be marketed, distributed, sold, and used within the State of Louisiana in its stores located in Louisiana. Through its actions, WALMART has consented to the jurisdiction of this Court and should reasonably anticipate being hailed into a Louisiana court.

10. This Court has personal jurisdiction over Defendant MIDEA CORP. Under Louisiana's long arm-statute, an appropriate basis exists for service of process on MIDEA CORP because MIDEA CORP has purposefully availed itself of the privilege of conducting business in the State of Louisiana. MIDEA CORP conducts business in Louisiana, in that it causes the consumer products it designs, tests, manufacturers, markets, distributes, and/or sells to be marketed, distributed, sold, and used within the State of Louisiana. Through its actions, MIDEA

CORP has consented to the jurisdiction of this Court and should reasonably anticipate being hailed into a Louisiana court.

11. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred within this Judicial District, Iberia Parish, Louisiana.

FACTUAL ALLEGATIONS

12. On October 7, 2022, Plaintiff BOBBIE SULLIVAN was using the PRESSURE COOKER to prepare shrimp.

13. After the cooking cycle, BOBBIE SULLIVAN released the pressure release valve. When BOBBIE SULLIVAN next went to remove the lid, the PRESSURE COOKER exploded.

14. Despite the failsafe devices supposedly integrated as part of the design of the PRESSURE COOKER, the PRESSURE COOKER’S lid blew off with extreme force.

15. As it exploded, the PRESSURE COOKER sprayed super-heated liquid and steam across BOBBIE SULLIVAN’S body.

16. The PRESSURE COOKER’S Owner’s Manual, under the section “OPERATION – Protection Features,” represents the following:

Lid (22)	Mechanical safety feature that locks the lid in place with the inner ring, once enough pressure builds up in the appliance	Lid can only be removed once pressure level lowers to required levels
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This statement is unequivocally false. The lid of the PRESSURE COOKER was in fact removed with dangerous built-up pressure still inside the unit.

17. As a result, the PRESSURE COOKER was manufactured, assembled, sold, and distributed by Defendants with dangerous defects, and yet the Owner’s Manual falsely represents the opposite.

18. Upon information and belief, Defendants designed, manufactured, purchased, tested, marketed, promoted, advertised, sold, distributed, and/or approved of the PRESSURE COOKER in Louisiana.

19. But for the negligent and defective design of the PRESSURE COOKER, BOBBIE SULLIVAN would not have suffered the injuries she incurred as a result of this incident.

20. The defective condition of the PRESSURE COOKER was present in the PRESSURE COOKER when it left the control of Defendants.

21. Defendants' 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. This unreasonably dangerous characteristic is contrary to the COOKERS' certification under UL 136 as represented by Defendants.

22. Economic, safer alternative designs were available that could have prevented the PRESSURE COOKER'S lid from being rotated and opened while pressurized.

23. Upon information and belief, Defendants were previously aware of other incidents of exploding PRESSURE COOKERS due to the identical design, manufacturing, and warning defects in the PRESSURE COOKER that maimed BOBBIE SULLIVAN, yet Defendants failed to recall and remedy the defects in the PRESSURE COOKER or adequately warn BOBBIE SULLIVAN of the latent danger caused by those known defects.

24. As a direct and proximate result of Defendants' intentional concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentation, its failure to remove a product with such defects from the stream of commerce, and its negligent design of such products, BOBBIE SULLIVAN used an unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries.

25. Consequently, BOBBIE SULLIVAN seeks compensatory damages resulting from the use of Defendants' PRESSURE COOKER, which has caused Plaintiff to suffer from serious and permanent bodily injuries, medical expenses, lost wages, physical pain, mental anguish, diminished enjoyment of life, and other damages.

CAUSES OF ACTIONS

**COUNT 1
PURSUANT TO THE LOUISIANA PRODUCTS LIABILITY ACT
(LA R.S. § 9:2800.52, *ET SEQ.*)**

26. Plaintiff incorporates as if re-alleged paragraphs 1 through 25 above.

27. At the time the PRESSURE COOKER left the control of each Defendant, the PRESSURE COOKER was defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff, in the following ways:

- a. The PRESSURE COOKER was unreasonably dangerous in its construction or composition because its safety features deviated in a material way from the Defendants' specifications or performance standards, including Defendants' certification of the PRESSURE COOKER under applicable safety standards such as "UL 136."
- b. The PRESSURE COOKER was unreasonably dangerous in its design in that it was allowed to heat and pressurize without its lid being sufficiently locked and secured, and that as designed it was able to open under significant pressure. Alternative designs were readily available to prevent these safety hazards that would not have placed any additional burden on Defendants or in any way diminished the utility of the PRESSURE COOKER.

- c. The PRESSURE COOKER was unreasonably dangerous in that it left Defendants' control without any adequate warning that the PRESSURE COOKER could heat without being secured, or that it could open under pressure, all in violation of relevant safety standards and certifications including UL 136. Defendants failed to use reasonable care to provide adequate warnings of these dangers.
- d. The PRESSURE COOKER was unreasonably dangerous in that it failed to conform to an express warranty of Defendants in that, contrary to Defendants' express representations in both its user manual and its label of the COOKER'S compliance with UL safety standards, the lid of the PRESSURE COOKER in fact could and did open under dangerous amounts of pressure. These false representations about the PRESSURE COOKER's safety induced Plaintiff to use the PRESSURE COOKER, causing her injuries.

28. After the manufacture of the PRESSURE COOKER, Defendants acquired knowledge of these dangerous defects in the PRESSURE COOKER, including from other incidents of exploding cookers, but failed to act as a reasonably prudent manufacturer to provide warnings to Plaintiff and other consumers, La. R.S. § 9:2800.57.

29. Further, At the time of the making of the respective express warranties, Defendants knew or should have known of the purpose for which the subject products were to be used and warranted the same to be, in all respects, fit, safe, and effective and proper for such purposes. The PRESSURE COOKER was unreasonably dangerous because it failed to conform to an express warranty of the respective Defendants as provided by La. R.S. § 9:2800.58.

30. Defendants' actions and omissions were the direct and proximate result of the Plaintiff's injuries and damages.

31. Defendants, under all applicable laws including, but not limited to, the Louisiana Products Liability Act, LSA-R.S. 9:2800.52 *et seq.*, are liable unto Plaintiff for her injuries and damages for designing, manufacturing, assembling, marketing, distributing, and/or selling the PRESSURE COOKER that was unreasonably dangerous in its construction or composition, in its design, because inadequate warnings about the product had not been provided, and/or because the pressure cooker did not conform to the implied and express warranties of the manufacturer about this product.

COUNT 2
PURSUANT TO LOUISIANA'S REHDIBITION LAW
(LA C.C. ART. 2520, *ET SEQ.*)

32. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint for Damages and Demand for Jury as if fully set forth herein.

33. Defendants' respective subject products, PRESSURE COOKER, which were utilized by Plaintiff, Bonnie Sullivan, and caused his injuries and resulting damages contained a vice or defect which effectively renders them useless or their use so inconvenient or dangerous that buyers would not have purchased them.

34. Defendants respectively manufactured, sold, and promoted the PRESSURE COOKER which Defendants respectively placed into the stream of commerce. Under Louisiana law, the seller warrants the buyer against redhibitory defects, or vices, in the thing sold. La. C.C. art. 2520. The subject products, respectively sold and promoted by Defendants, possess a redhibitory defect because they were not manufactured and marketed in accordance with industry standards and/or are unreasonably dangerous, as described above, which renders the subject

products useless or so inconvenient that it must be presumed that a buyer would not have bought the subject products had s/he known of the defect. Pursuant to La. C.C. Art. 2520.

35. Defendants are liable as bad faith sellers for selling the subject defective products with knowledge of the defects, and thus, are liable to Plaintiffs for the price of the subject products, with interest from the purchase date, as well as reasonable expenses occasioned by the sale of the subject products, and attorneys' fees. As the manufacturers of the subject products, under Louisiana law, Defendants are deemed to know that their respective subject products, PRESSURE COOKER, possessed redhibitory defects. La. C.C. art. 2545.

36. As a result of the Defendants' respective subject-products' redhibitory defects, Plaintiffs suffered and incurred damages, including medical expenses and other economic and noneconomic damages, including loss of consortium and other damages as outlined herein.

37. By reason of the foregoing, Plaintiffs suffered injuries and damages as alleged herein and incurred attorneys' fees which they are entitled to recover from Defendants.

PRAYER

WHEREFORE, Plaintiff prays for the following relief,

38. That proper process be issued upon Defendants and that Defendants be required to answer this Complaint within the time period allotted by law.

39. That this Court enter an Order granting Plaintiff a judgment against Defendants for compensatory damages, together with interest and costs, in an amount to be determined at trial.

40. That this Court enter an Order granting Plaintiff a judgment for special and general damages, costs, attorney's fees, expert fees, pre-judgment and post-judgment interest, and such other and further relief as the Court deems just and equitable.

41. That Plaintiff be granted a trial by jury on all issues.

42. For such other, further, special, extraordinary and general relief to which Plaintiff is entitled under the circumstances of this cause.

JURY DEMAND

43. Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

IRPINO, AVIN & HAWKINS LAW FIRM



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CITATIONS ISSUED TO:

WALMART INC.

Through their Registered Agent:

CT Corporation System

3867 Plaza Tower Dr.

Baton Rouge, LA 70816

MIDEA AMERICA, CORP.

Through their Registered Agent:

Corporation Service Company

Princeton South Corporate Center

100 Charles Ewing Blvd, Suite 160

Ewing, New Jersey 08628