

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF ARKANSAS**

VANESSA LOFTIS,

Plaintiff,

CASE NO.: 5:23-cv-05228-TLB

v.

WALMART, INC f/k/a WAL-MART STORES,
INC.,

Defendant.

COMPLAINT

Plaintiff, **VANESSA LOFTIS** (hereafter referred to as “Plaintiff”), by and through her attorneys, **JOHNSON BECKER, PLLC** and **KEITH LAW GROUP**, hereby submits the following Complaint and Demand for Jury Trial against Defendant, **WALMART, INC f/k/a WAL-MART STORES, INC.**, and alleges the following upon personal knowledge and belief, and investigation of counsel:

NATURE OF THE CASE

1. Defendant Walmart markets, imports, distributes, and sells a wide-range of consumer products, including the subject “Instant Pot DUO 8-Quart Electric Pressure Cooker,” which specifically includes the DUO 80 V3 model (referred to hereafter as “pressure cooker(s)” or “subject pressure cooker”) that is at issue in this case.

2. Said pressure cookers are advertised as convenient and safe, and are touted for their supposed “safety”¹ features, which claim to prevent the units from being opened while in use. Despite these claims of “safety,” Defendant marketed, imported, distributed, and sold a product that suffers from serious and dangerous defects. Said defects cause significant risk of

¹ See generally, Instant Pot DUO V3 User Manual. A copy of the User Manual is attached hereto as “Exhibit A.”

bodily harm and injury to its consumers.

3. Specifically, said defects manifest themselves when, despite claims to the contrary, 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, their families, and other bystanders. In this case, the lid was able to be rotated, opened, and removed while the pressure cooker retained pressure, causing Plaintiff serious and substantial bodily injuries and damages.

4. On or about December 26, 2021, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the pressure cooker's lid suddenly and unexpectedly exploding off the pressure cooker's pot 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.

5. 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.

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

PLAINTIFF VANESSA LOFTIS

7. Plaintiff is a citizen and resident of the City of North Las Vegas, County of Clark, State of Nevada.

8. In or around April of 2021, Plaintiff purchased the subject pressure cooker from the Walmart located at 8060 West Tropicana Parkway in Las Vegas, Nevada.

9. On or about December 26, 2021, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the pressure cooker's lid being able to be rotated and opened while the pressure cooker was still under pressure, during the normal, directed use of the pressure cooker, allowing its scalding hot contents to be forcefully ejected from the pressure cooker and onto Plaintiff. The incident occurred as a result of the failure of the pressure cooker's supposed "safety mechanisms" and "pressure control features"² which purport to keep the consumer safe while using the pressure cooker.

DEFENDANT WALMART, INC f/k/a WAL-MART STORES, INC.,

10. Defendant Walmart, Inc. f/k/a Wal-Mart Stores, Inc. ("Walmart") markets, imports, distributes and sells a variety of consumer products, including the subject pressure cooker in this case.

11. Defendant Walmart is, and was at the time of Plaintiff's injury, a corporation organized and existing under the laws of the state of Delaware with its headquarters and principal place of business located in Arkansas. Walmart does business in all 50 states. Walmart is therefore deemed to be a resident and citizen of both the State of Delaware and the State of Arkansas for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

12. At all times relevant, Defendant Walmart substantially participated in the marketing, import, distribution and sale of the subject pressure cooker, which caused Plaintiff's injuries and damages.

JURISDICTION AND VENUE

² *Id.* at pgs. 22-29.

13. This Court has personal jurisdiction over Defendant Walmart because Walmart maintains its principal place of business in Arkansas, maintains its corporate headquarters in Arkansas, and maintains a registered agent in Arkansas, and is therefore “at home” in Arkansas and a resident of Arkansas.

14. 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.

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) in that Defendant maintains a principal place of business in this district and is deemed a citizen of this district for purposes of diversity pursuant to 28 U.S.C. § 1332.

16. Venue is also proper in this Court pursuant to 28 U.S.C. § 391 because Defendant has sufficient minimum contacts with the State of Arkansas and intentionally availed itself of the markets within the State of Arkansas through the promotion, sale, marketing, and distribution of its products.

FACTUAL BACKGROUND

17. Defendant is engaged in the business of marketing, importing, distributing, and selling a wide-range of consumer products, including the subject “Instant Pot DUO 8-Quart Electric Pressure Cooker,” which specifically includes the DUO 80 V3 model that is at issue in this case.

18. According to the Owner’s Manual accompanying each individual unit sold, the pressure cookers purport to be designed with “pressure control features” which are “integral part[s] of product safety,”³ misleading the consumer into believing that the pressure cookers are

³ Instant Pot DUO V3 User’s Manual, pgs. 21-27.

reasonably safe for their normal, intended use. Specifically, the Owner's Manual assures consumers that "[o]nce enough steam has built up inside the inner pot, the float valve pops up and locks the lid of the cooker in place for safe pressure cooking."⁴

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

20. On or about December 26, 2021, Plaintiff was using the pressure cooker marketed, imported, distributed and sold by Defendants for its intended and reasonably foreseeable purpose of cooking.

21. After the cooking cycle had completed and when Plaintiff believed all pressure and steam had been released, Plaintiff turned the pressure cooker's lid. Unbeknownst to Plaintiff, the pressure cooker was still pressurized, and the unit's lid unexpectedly and suddenly blew off the pot in an explosive manner. The contents of the pressure cooker were forcefully ejected out of the pot and onto Plaintiff, causing severe burns.

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

23. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured in that it failed to properly function as to prevent the lid from opening or being removed while the unit remained pressurized, 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.

⁴ Instant Pot DUO V3 User's Manual, pg. 30.

24. The subject 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.

25. 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.

26. Economic, safer alternative designs were available that could have prevented the pressure cooker's lid from opening or being removed while pressurized.

27. As a direct and proximate result of Defendant's concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, and its failure to remove a product with such defects from the stream of commerce, Plaintiff used an unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries.

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

CLAIMS FOR RELIEF

COUNT I **STRICT PRODUCTS LIABILITY**

29. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges

30. Defendant sold, distributed, marketed, imported, and supplied the subject pressure cooker, which was designed in a defective condition; defectively manufactured; contained inadequate and incomplete warnings for foreseeable consumers and users; and was otherwise unreasonably dangerous for its intended use by foreseeable consumers, including Plaintiff.

31. The subject pressure cooker was unreasonably dangerous in design and manufacture due to the lid of the pressure cooker being removable with built-up pressure, heat and steam still inside the unit.

32. Defendant failed to act reasonably in choosing to sell, distribute, market, import, and supply a pressure cooker designed in such a way that it failed to prevent the lid from being able to be rotated and opened while the pressure cooker was still pressurized.

33. Defendants could have and should have used a safer alternative design and/or ensured the pressure cooker was adequately tested to make sure it was UL compliant and would not allow the lid to be removed while the cooker was still pressurized.

34. At the time the subject pressure cookers were sold, distributed, marketed, imported, and supplied by Defendant they were defective, unsafe, and unreasonably dangerous for their intended and foreseeable use(s) by consumers, including Plaintiff, due to these defects or omissions by Defendant.

35. The defects of the subject pressure cooker allowed the lid of the pressure cooker to be removed with built-up pressure, heat, and steam still inside the unit, leading to serious personal injuries like those described herein in this Complaint.

36. Defendant failed to conduct adequate safety testing and inspection of the subject pressure cooker and/or failed to ensure adequate safety testing and inspection had taken place before choosing to carry said pressure cooker.

37. The subject pressure cooker did not contain adequate warnings or instructions for use, making it defective and unreasonably dangerous to consumers and foreseeable users of the subject pressure cooker, including Plaintiff.

38. Defendant failed to warn foreseeable users and consumers, including Plaintiff, of any specific risk of harm, including that the subject pressure cooker lid could suddenly and

unexpectedly explosively separate from the unit during its normal directed use.

39. The subject pressure cooker was expected to reach and did reach the intended consumers, including Plaintiff, without substantial change in the condition in which it was manufactured.

40. A reasonable consumer, including Plaintiff, would not have reason to expect that the lid of the subject pressure cooker could suddenly and unexpectedly explosively separate from the unit during its normal directed use; especially given the marketing and owner's manual statements to the contrary.

41. Plaintiff did not misuse or materially alter the subject pressure cooker and is unaware as to how she could have avoided the incident.

42. At the time it was sold, Defendant knew or should have known that the lid of the subject pressure cooker could suddenly and unexpectedly explosively separate from the unit during its normal directed use.

43. The design and/or manufacturing defects contained within the subject pressure cooker, as well as Defendant's inadequate warnings and instructions for the use of the subject pressure cooker, were the proximate causes of, directly resulted in, and/or substantially contributed to the injuries sustained by Plaintiff and her resulting damages, for which the Defendant in this case is liable.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend her Complaint to include a claim for punitive damages, according to proof.

COUNT II

NEGLIGENCE

44. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

45. Defendant, including its officers, employees, and agents, had a duty of reasonable care to market and sell non-defective pressure cookers, including the subject pressure cooker, that were reasonably safe for their intended uses by consumers.

46. Defendant failed to exercise the ordinary care required by reasonably prudent retailers and/or distributors in the design, manufacture, marketing, distribution, sale, and advertising of the pressure cookers, including the subject pressure cooker, in that Defendant knew or should have known that the pressure cookers created an unreasonable risk of substantial harm to Plaintiff and other consumers alike.

47. Defendant was negligent in advertising, marketing, distributing, importing, and selling the subject pressure cooker in that, among other things, they:

- a. Failed to use due care in selecting, importing, marketing, advertising, distributing, and selling the pressure cooker to avoid the aforementioned risks to individuals;
- b. Placed an unsafe product into the stream of commerce; and
- c. Were otherwise careless or negligent.

48. Defendant's negligence was the proximate cause of, directly resulted in, and/or substantially contributed to the injuries sustained by Plaintiff and her resulting damages, for which the Defendant in this case is liable.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend her Complaint to include a claim for punitive damages, according to proof.

COUNT III

NEGLIGENT MANUFACTURING DEFECT

49. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

50. At all times material to the allegations in this Complaint, Defendant was in the business of marketing, certifying, supplying, selling, importing and distributing the subject pressure cooker, which was negligently manufactured.

51. Defendant failed to exercise reasonable care in inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting the pressure cookers, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiff.

52. As a result, the subject pressure cooker contained defects, which rendered it unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant. The defect in the manufacturing process allowed the lid of the subject pressure cooker to be removed while still retaining pressure.

53. Prior to and at the time of the incident at issue in this lawsuit, the subject pressure cooker was not materially changed from the condition in which was manufactured.

54. Even though Defendant knew or should have known that the pressure cookers could retain pressure despite the appearance that all pressure had been released, Defendant continued to market and sell these pressure cookers, including the subject pressure cooker, to the general public.

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

WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend her Complaint to include a claim for punitive damages,

according to proof.

COUNT IV

NEGLIGENT DESIGN DEFECT

56. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

57. At all times material to the allegations in this Complaint, Defendant was in the business of marketing, certifying, supplying, selling, importing and distributing the subject pressure cooker, which was negligently designed.

58. Defendant failed to exercise reasonable care in inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting the pressure cookers, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiff.

59. As a result, the subject pressure cooker contained defects in its design, which rendered it unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant. The defects in its design allowed the lid of the subject pressure cooker to be removed while still retaining pressure.

60. Prior to and at the time of the incident at issue in this lawsuit, the subject pressure cooker was not materially changed from the condition in which was manufactured.

61. Even though Defendant knew or should have known that the pressure cookers could retain pressure despite the appearance that all pressure had been released, Defendant continued to market and sell these pressure cookers, including the subject pressure cooker, to the general public.

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

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend her Complaint to include a claim for punitive damages, according to proof.

COUNT V

NEGLIGENT INFORMATION DEFECT

63. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

64. At all times material to the allegations in this Complaint, Defendant knew or had reason to know that the pressure cookers, including the subject pressure cooker, were dangerous and created an unreasonable risk of harm to consumers, including the Plaintiff.

65. Defendant had a duty to exercise reasonable care to warn consumers of the dangerous conditions or the facts that made the pressure cookers likely to be dangerous.

66. Even though Defendant knew or should have known that the pressure cookers could retain pressure despite the appearance that all pressure had been released, Defendant continued to market and sell these pressure cookers, including the subject pressure cooker, to the general public.

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

WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend her Complaint to include a claim for punitive damages, according to proof.

COUNT VI

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

68. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges:

69. Defendant marketed, distributed, imported, supplied, and sold pressure cookers with an implied warranty that they were merchantable and fit for the ordinary purposes for which they were intended.

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

71. The subject pressure cookers were not merchantable and fit for the ordinary purposes for which they were intended as a safe means of cooking meals due to the lid of the pressure cooker being removable with built-up pressure, heat, and steam still inside the unit.

72. The subject pressure cooker was purchased 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 use of cooking meals.

73. Defendant's breach of implied warranty was the direct and proximate cause of the Plaintiffs' injuries and damages.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend her Complaint to include a claim for punitive damages, according to proof.

INJURIES & DAMAGES

74. As a direct and proximate result of Defendant's negligence and wrongful conduct as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries and damages including past, present, and future physical and emotional pain and

suffering as a result of the incident. Plaintiff is entitled to recover damages from Defendant for these injuries in an amount which shall be proven at trial.

75. As a direct and proximate result of Defendant's negligence and wrongful conduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full enjoyment of life and disfigurement as a result of the incident. Plaintiff is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendant in an amount to be proven at trial.

76. As a direct and proximate cause of Defendant's negligence and wrongful conduct, as set forth herein, Plaintiff has incurred medical treatment expenses and will continue to incur expenses for medical care and treatment, as well as other expenses, as a result of the severe burns she suffered from the incident. Plaintiff is entitled to recover damages from Defendant for her past, present and future medical and other expenses in an amount which shall be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

- A. That Plaintiff has a trial by jury on all of the claims and issues;
- B. That judgment be entered in favor of the Plaintiff and against Defendant on all of the aforementioned claims and issues;
- C. That Plaintiff recover all damages against Defendant, general damages and special damages, including economic and non-economic, to compensate the Plaintiff for her injuries and suffering sustained because of the use of the defective pressure cooker;
- D. That all costs be taxed against Defendant;
- E. That pre-judgment and post-judgment interest be awarded according to proof;
- F. That she be allowed leave to amend her Complaint to include a claim for punitive damages, according to proof; and
- G. That this Court award any other relief that it 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,

THE KEITH LAW GROUP

Dated: December 12, 2023

/s/ Sean T. Keith

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