



Case No. N19C-09-236 F WW
SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

COUNTY: **NEW CASTLE** Kent Sussex

CIVIL ACTION NUMBER:

<p>CAPTION:</p> <hr/> <p>LORI LYNN WEBB, Plaintiff,</p> <hr/> <p>v.</p> <hr/> <p>INSTANT BRANDS, INC., a Canadian Corporation, and DOUBLE INSIGHT, INC. d/b/a INSTANT POT COMPANY, a Canadian Corporation, Defendants.</p> <hr/>	<p>CIVIL CASE CODE: CPIN</p> <p>CIVIL CASE TYPE: Personal Injury</p> <p>MANDATORY NON-BINDING ARBITRATION (MNA): No</p> <p>NAME AND STATUS OF PARTY FILING DOCUMENTS: Lori Lynn Webb, Plaintiff</p> <p>DOCUMENT TYPE: (e.g., Complaint; Answer with Counterclaim) Complaint</p> <p>JURY DEMAND YES <u> X </u> NO <u> </u></p>
<p>ATTORNEY NAME(S):</p> <p>ATTORNEY ID(S):</p> <p>FIRM NAME:</p> <p>ADDRESS:</p> <p>TELEPHONE NUMBER:</p> <p>FAX NUMBER:</p> <p>E-MAIL ADDRESS:</p>	<p>IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS</p> <hr/> <hr/> <p>EXPLAIN THE RELATIONSHIP(S):</p> <hr/> <hr/> <p>OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:</p> <hr/> <hr/>



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

LORI LYNN WEBB, an individual,

Plaintiff,

v.

INSTANT BRANDS, INC., a Canadian
Corporation, and DOUBLE INSIGHT, INC.
d/b/a INSTANT POT COMPANY, a Canadian
Corporation,

Defendants.

C.A. No.

TRIAL BY JURY DEMANDED

PRAECIPE

To: Office of the Prothonotary
Superior Court, New Castle County
Leonard L. Williams Justice Center
400 North King Street
Wilmington, DE 19801

DIRECTIONS TO PLAINTIFF'S COUNSEL:

PLEASE ISSUE a Summons for service of the Complaint and Form 30 Interrogatories to Plaintiff's counsel of record commanding Plaintiff's counsel to summon and direct the Defendant **Instant Brands, Inc.**, a Canadian corporation, to answer the Complaint by serving the Defendant Instant Brands, Inc. with the summons and copy of the Complaint and Form 30 Interrogatories at the Defendant's principal place of business at 135 Michael Cowpland Drive, Suite 120, Kanata, ON, K2M 2E9, Canada and a mailing address of Suite 383, 11-300 Earl Grey Drie, Ottawa, Ontario, K2T 1C1, Canada, in accordance with 10 Del.C. §3104.

PLEASE ISSUE a Summons for service of the Complaint and Form 30 Interrogatories to Plaintiff's counsel of record commanding Plaintiff's counsel to summon and direct the Defendant **Double Insight, Inc. d/b/a Instant Pot Company**, a Canadian corporation, to answer the Complaint by serving the Defendant Double Insight, Inc. d/b/a Instant Pot Company with the

summons and copy of the Complaint and Form 30 Interrogatories at the Defendant's principal place of business at 135 Michael Cowpland Drive, Suite 120, Kanata, ON, K2M 2E9, Canada and a mailing address of Suite 383, 11-300 Earl Grey Drive, Ottawa, Ontario, K2T 1C1, Canada, in accordance with 10 Del.C. §3104.

[REDACTED]

BY: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

DATE: 9/23/19



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

LORI LYNN WEBB, an individual,

Plaintiff,

v.

INSTANT BRANDS, INC., a Canadian
Corporation, and DOUBLE INSIGHT, INC.
d/b/a INSTANT POT COMPANY, a Canadian
Corporation,

Defendants.

C.A. No.

TRIAL BY JURY DEMANDED

SUMMONS

**THE STATE OF DELAWARE,
TO PLAINTIFF'S COUNSEL:
YOU ARE COMMANDED:**

To summon the above named defendant so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon Joseph W. Weik, Esquire, plaintiffs' attorney, whose address is 305 North Union Street, Second Floor, P. O. Box 2324, Wilmington, Delaware 19899, an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense).

To serve upon defendant a copy hereof and of the complaint (and of the affidavit of demand if any has been filed by plaintiffs).

Dated:

[Redacted Signature]

Prothonotary

Per Deputy

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiffs attorney named above an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the complaint (or in the affidavit of demand, if any).

[Redacted Signature]

Prothonotary

Per Deputy



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

LORI LYNN WEBB, an individual,

Plaintiff,

v.

INSTANT BRANDS, INC., a Canadian Corporation, and DOUBLE INSIGHT, INC. d/b/a INSTANT POT COMPANY, a Canadian Corporation,

Defendants.

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C.A. No.

TRIAL BY JURY DEMANDED

COMPLAINT

NATURE OF THE CASE

1. Defendants Instant Brands, Inc. (hereinafter generally referred to as “Defendant Instant Brands”) and Defendant Double Insight, Inc. (hereinafter generally referred to as “Defendant Double Insight”) (collectively referred to as “Defendants”) design, manufacture, market, import, distribute and sell a wide-range of consumer kitchen products, including the subject “Instant Pot Programmable Electric Pressure Cooker,” which specifically includes the Model Number IP-DUO60 V2 (referred to hereafter as “pressure cooker(s)”) that is at issue in this case.

2. Defendants tout the “safety”¹ of their pressure cookers, and states that they cannot be opened while in use. Despite Defendants’ claims of “safety,” they designed, manufactured, marketed, imported, distributed and sold, both directly and through third-party retailers, a

¹ See, e.g. Instant Pot IP-DUO60/80 Owner’s manual, pgs. 4, 10. A copy of the Owner’s manual is attached hereto as “Exhibit 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 Defendants' 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, their 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 including, but not limited to, 2nd degree burns to her abdomen.

4. Defendants 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. Defendants ignored and/or concealed their 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 Defendants' collective 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 LORI LYNN WEBB

7. Plaintiff Lori Lynn Webb is a resident and citizen of the city of Milford, County of Sussex, State of Delaware.

8. On or about December 26, 2016, Plaintiff purchased a new pressure cooker, Model No. IP-DUO60 V2.

9. On or about September 27, 2017, 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,"² which purport to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as the result of Defendants' failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

DEFENDANTS INSTANT BRANDS, INC. AND DOUBLE INSIGHT, INC.

10. Defendants design, manufacturer, market, import, distribute and sell a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others.

11. Defendants boast 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"³ with it's "main goal" to provide "best kitchen experience by offering unsurpassed user interface design and connected technologies."⁴

² *Id.* at pg. 4.

³ See <https://instantpot.com/about-instant-brands-inc-instant-pot/> (last accessed September 19, 2019)

⁴ *Id.*

12. Defendant Instant Brands is a Canadian corporation with its principal place of business at 135 Michael Cowpland Drive, Suite 120, Kanata, ON, K2M 2E9, Canada, and a mailing address of Suite 383, 11-300 Earl Grey Drive, Ottawa, Ontario, K2T 1C1, Canada, and as such is deemed to be a citizen of the Country of Canada.

13. Defendant Double Insight is a Canadian corporation with its principal place of business at 135 Michael Cowpland Drive, Suite 120, Kanata, ON, K2M 2E9, Canada, and a mailing address of Suite 383, 11-300 Earl Grey Drive, Ottawa, Ontario, K2T 1C1, Canada, and as such is deemed to be a citizen of the Country of Canada.

14. Upon information and belief, Defendant Instant Brands and Defendant Double Insight are parent and subsidiary, or successor and predecessor, or the same corporate entity, as both Instant Brands, Inc, and Double Insight, Inc., have each held themselves out as the designer, manufacturer, and/or distributor of the Instant Pot, and as doing business as Instant Pot Company.

JURISDICTION AND VENUE

15. Venue in this is Court is proper because the incident giving rise to this action occurred in Delaware.

16. This Court has personal jurisdiction over Defendants pursuant to Del. Code. Ann. Tit. 3, § 3104 *et. seq.* because Defendants, *inter alia*, regularly transact business in the State of Delaware and has derived substantial revenue from such business and have caused tortious injury in the State of Delaware through their acts and/or omissions.

FACTUAL BACKGROUND

17. Defendants are engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing and selling the pressure cookers at issue in this litigation.

18. Defendants aggressively warrant, market, advertise and sell its pressure cookers as “safe, convenient and dependable,”⁵ allowing consumers to cook “nutritious healthy food in a convenient and consistent fashion.”⁶

19. For instance, the Defendants claim that its pressure cookers include a “safety feature to disable the cooker” and display light that “flashes ‘Lid’ if the lid is not positioned correctly.”⁷

20. To further propagate its message, Defendant have, and continue 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 on Defendants’ YouTube webpage entitled “Getting to Know Your New Instant Pot IP-DUO”:

- a. “The first thing you need to know about your IP-DUO is that *you don’t need to be afraid of it*, as many people are afraid of stovetop pressure cookers.”⁸
- b. “With 10 safety features built in, you can use your Instant Pot with confidence, *knowing that it is not going to explode.*”⁹
- c. “In addition, keep in mind that your Instant Pot operates at relatively low pressures of 11 to 12 psi or lower, depending on the pressure setting that you use.”¹⁰

21. In a similar video entitled “Introducing Instant Pot IP-DUO series electric pressure cooker,” spokesperson Laura Pazzaglia, founder of the website “Hip Pressure

⁵ See <https://instantpot.com/portfolio-item/duo-6-quart/> (last accessed September 19, 2019).

⁶ *Id.*

⁷ *Id.* at pg. 10.

⁸ <https://www.youtube.com/watch?v=w1RKj9E8TY0> (video with a runtime of 11:26) at 0:42 – 0:46 (last accessed September 19, 2019)

⁹ *Id.* at 0:47 – 0:55.

¹⁰ *Id.* 0:56 – 1:08. This apparently suggests that even if the lid is opened while the unit is still pressurized, it will not harm you.

Cooking”¹¹ boasts of the pressure cookers “10 safety features,”¹² stating that this “new model detects the position of the lid”¹³ and “and once the lid is locked, and the contents are under pressure, *there’s no way to open the pressure cooker.*”¹⁴

22. According to the Owner’s Manual accompanying each individual unit sold, the pressure cookers purport to be designed with “10 proven safety mechanisms and patented technologies,”¹⁵ misleading the consumer into believing that the pressure cookers are reasonably safe for their normal, intended use. Said “safety mechanisms” include, but are not limited to: 1) safety lid lock; 2) pressure regulator; 3) leaky lid smart detection; 4) anti-blockage vent; 5) magnetic sensor for lid position detection; 6) auto pressure control; 7) excess pressure protection; 8) auto temperature control; 9) high temperature monitoring; and 10) power fuse cut off.¹⁶

23. 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.

24. 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 Defendants.

25. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured by the Defendants 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

¹¹ See <https://www.hippressurecooking.com/> (last accessed September 19, 2019)

¹² See <https://www.youtube.com/watch?v=bVA2EqPf0s0> at 1:22 – 143. (last accessed September 19, 2019)

¹³ *Id.* at 2:26

¹⁴ *Id.* at 6:40

¹⁵ See Instant Pot IP-DUO60/80 Owner’s manual, pg. 4.

¹⁶ *Id.*

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.

26. 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.

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

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

29. Defendants knew or should have known that its pressure cookers possessed defects that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendants continue to 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 their pressure cookers, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

30. As a direct and proximate result of Defendants 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.

31. Consequently, the Plaintiff in this case seeks compensatory damages resulting from the use of Defendants 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 **NEGLIGENCE**

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

33. Defendants 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.

34. Defendants 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 Defendants knew or should have known that said pressure cookers created a high risk of unreasonable harm to the Plaintiff and consumers alike.

35. Defendants were negligent in the design, manufacture, advertising, warning, marketing and sale of its pressure cookers in that, among other things, they:

- 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.

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

37. Defendants conduct, as described above, was extreme and outrageous. Defendants 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. Defendants made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendants' outrageous conduct warrants an award of punitive damages.

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

COUNT II
NEGLIGENT DESIGN DEFECT

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

39. Defendants are the manufacturers, sellers, distributors, marketers, and suppliers of the subject pressure cookers, which were negligently designed.

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

41. As a result, the subject pressure cookers, including Plaintiff's pressure cooker, contain defects in their design which render them unreasonably dangerous to consumers, such as

the Plaintiff, when used as intended or as reasonably foreseeable to Defendants. The defect in the design allows consumers such as Plaintiff to open the lid while the unit remains pressurized, despite the appearance that all the pressure has been released from the unit, and causes an unreasonable increased risk of injury, including, but not limited to, first, second and third-degree scald burns.

42. Plaintiff in this case used her pressure cooker in a reasonably foreseeable manner and did so as substantially intended by Defendants.

43. The subject Pressure Cooker was not materially altered or modified after being manufactured by Defendants and before being used by Plaintiff.

44. The design defects allowing the lid to open while the unit was still pressurized directly rendered the pressure cookers defective and were the direct and proximate result of Defendants' negligence and failure to use reasonable care in designing, testing, manufacturing, and promoting the pressure cookers.

45. As a direct and proximate result of Defendant' negligent design of its pressure cookers, the Plaintiff in this case suffered injuries and damages described herein.

46. Despite the fact that Defendants knew or should have known that the plaintiff and consumers like her were able to remove the lid while the pressure cookers were still pressurized, Defendants continued to market its pressure cookers to the general public (and continue to do so).

47. Defendants' conduct, as described above, was extreme and outrageous. Defendants 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. Defendants made conscious decisions not to

redesign, despite the existence of economically feasible, safer alternative designs, warn or inform the unsuspecting consuming public. Defendants' outrageous conduct warrants an award of punitive damages.

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

COUNT III
NEGLIGENT FAILURE TO WARN

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

49. At the time in which the pressure cooker was purchased, up through the time Plaintiff was injured, Defendants knew or had reason to know that its pressure cookers were dangerous and created an unreasonable risk of harm to consumers.

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

51. As a direct and proximate result of Defendants' failure to warn of the dangers of its pressure cookers, the Plaintiff in this case suffered injuries and damages described herein.

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

53. Defendants' conduct, as described above, was extreme and outrageous. Defendants 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. Defendants made conscious decisions

not to redesign, warn or inform the unsuspecting consuming public. Defendants' outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, 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 EXPRESS WARRANTY

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

55. Defendants expressly warranted that its pressure cookers were safe and effective to members of the consuming public, including Plaintiff. Moreover, Defendants expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained pressurized. Specifically:

- a. "As a safety feature, the lid is locked and won't open until the float valve drops down."¹⁷
"
- b. "Instant Pot® has a safety feature to disable the cooker and the display flashes "Lid" if the lid is not positioned correctly."¹⁸
- c. "Once the lid is locked, and the contents are under pressure, there's no way to open the pressure cooker."¹⁹

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

57. Defendants marketed, promoted and sold its pressure cookers as a safe product, complete with "safety measures."

¹⁷ *Id.* at pg. 9.

¹⁸ *Id.* at 10.

¹⁹ See <https://www.youtube.com/watch?v=bVA2EqPf0s0> at 1:22 – 143.

58. Defendants' pressure cookers do not conform to these express representations 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.

59. Defendants breached their express warranties in one or more of the following ways:

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

60. 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.

61. Plaintiff's injuries were the direct and proximate result of Defendants' breach of their express warranties.

62. Defendants' conduct, as described above, was extreme and outrageous. Defendants 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. Defendants made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendants' outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory, treble, 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 FITNESS
FOR A PARTICULAR PURPOSE

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

64. Defendants 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.

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

66. Defendants' 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 in violation of 6 Del.C. §2-315.

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

68. Defendants' breach of the implied warranty of fitness for a particular purpose was the direct and proximate cause of Plaintiff's injuries and damages.

69. Defendants' conduct, as described above, was extreme and outrageous. Defendants 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. Defendants made conscious decisions not to

redesign, warn or inform the unsuspecting consuming public. Defendants' outrageous conduct warrants an award of punitive damages.

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

COUNT VI
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

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

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

73. Defendants' 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 in violation of 6 Del.C. §2-314.

74. 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.

75. Defendants' breach of implied warranty of merchantability was the direct and proximate cause of Plaintiff's injury and damages.

76. Defendants' conduct, as described above, was extreme and outrageous. Defendants 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. Defendants 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 Defendants for compensatory, treble, and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT VII
VIOLATION OF THE DELAWARE DECEPTIVE TRADE PRACTICES ACT
6 Del. Code §§2531 et. seq.

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

78. The Delaware Deceptive Trade Practices Act ("DTPA"), 6 Del. Code §§2531 *et seq.*, was enacted to "address unfair or deceptive trade practices that interfere with the promotion and conduct of another's business." *Grand Ventures, Inc. v. Whaley*, 632 A.2d 63, 65 (Del. 1993).

79. At all times material herein, Defendants warranted and represented that their pressure cookers were safe and free of defects in materials and workmanship and that they possessed certain "safety mechanisms", including "safety lid lock" and an "magnetic sensor for lid position detection."

80. Defendants warranties and representations that their pressure cookers were safe and free from defects, including that they possessed "safety mechanisms," would influence a reasonable consumer's decision whether to purchase the pressure cookers.

81. Defendants' 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.

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

83. 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 Defendants are liable.

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

COUNT VIII
PUNITIVE DAMAGES

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

85. The acts, conduct, and omissions of Defendants, as alleged throughout this Complaint, were willful and malicious. It is unconscionable and outrageous that Defendants would risk the health, safety, and well-being of consumers, including the Plaintiff in this case. Despite their knowledge that the lid could be prematurely removed while the unit remained

pressurized, Defendants 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. Defendants' outrageous conduct rises to the level that Plaintiff should be awarded punitive damages to deter Defendants from this type of outrageous conduct in the future, as well as to discourage other Defendants from placing profits above the safety of consumers in the United States of America.

86. Prior to and during the manufacturing, sale, and distribution of their pressure cookers, Defendants 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.

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

88. Despite their knowledge, Defendants, for the purpose of enhancing their profits, knowingly and deliberately failed to remedy the known defects in their pressure cookers, and failed to warn the public, including Plaintiff, of the extreme risk of injury occasioned by said defects inherent in them. Defendants intentionally proceeded with the manufacturing, sale, distribution and marketing of their 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.

89. Defendants' conduct was despicable and so contemptible that it would be looked down upon and despised by ordinary decent people and was carried on by Defendants 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 Defendants for compensatory, treble, 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 Defendants jointly and severally 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 Defendants;
- b. damages to compensate Plaintiff for her injuries, economic losses and pain and suffering sustained as a result of the use of the Defendants' pressure cookers;
- c. pre and post judgment interest at the lawful rate;
- d. exemplary, punitive, and treble 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,

[Redacted signature]

Date: 9/23/19

BY:

[Redacted signature]

In association with:

[Redacted signature]

[Redacted signature]

Attorneys for Plaintiff