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20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 **GARY CRAIG SMITH**, an individual,  
23  
24 Plaintiff,

25 v.

26 **CONAIR CORPORATION d/b/a**  
27 **CUISINART**, a Connecticut Corporation;  
28 Defendant.

Case No.:

**COMPLAINT AND DEMAND FOR JURY TRIAL**

1. Strict Products Liability
2. Negligent Products Liability
3. Breach of Express Warranty
4. Breach of Implied Warranty of Merchantability
5. Breach of Implied Warranty of Fitness for a Particular Purpose

1 Plaintiff, **GARY CRAIG SMITH** (hereafter referred to as “Plaintiff”), by and through his  
2 undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW, P.C.**, hereby submits  
3 the following Complaint and Demand for Jury Trial against Defendant **CONAIR**  
4 **CORPORATION d/b/a CUISINART** (hereafter referred to as “Defendant Cuisinart” or  
5 “Defendant”) alleges the following upon personal knowledge and belief, and investigation of  
6 counsel:

7 **NATURE OF THE CASE**

8 1. Defendant designs, manufactures, markets, imports, distributes and sells consumer  
9 kitchen products, including the subject “Cuisinart Electric Pressure Cooker,” which specifically  
10 includes the Model Number CPC-600 (referred to hereafter as “pressure cooker(s)”) that is at issue  
11 in this case.

12 2. Defendant touts the “safety”<sup>1</sup> of its pressure cookers, and states that they cannot be  
13 opened while in use. Despite Defendant’s claims of “safety,” they designed, manufactured,  
14 marketed, imported, distributed and sold a product that suffers from serious and dangerous defects.  
15 Said defects cause significant risk of bodily harm and injury to consumers.

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

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

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28 <sup>1</sup> See, e.g. Cuisinart Pressure Cooker Owner’s manual, pgs. 6 and 7. A copy of the Owner’s manual  
is attached hereto as “Exhibit A”.



1 **JURISDICTION AND VENUE**

2 11. This Court has subject matter jurisdiction over this case pursuant to diversity  
3 jurisdiction prescribed by 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or  
4 value of \$75,000, exclusive of interest and costs, and there is complete diversity between the parties.

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

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

11 **FACTUAL BACKGROUND**

12 14. Defendant are engaged in the business of designing, manufacturing, warranting,  
13 marketing, importing, distributing and selling the pressure cookers at issue in this litigation.

14 15. According to the Owner’s Manual accompanying each individual unit sold, the  
15 pressure cookers purport to be designed with a “Safety System,”<sup>3</sup> which includes the misleading the  
16 consumer into believing that the pressure cookers are reasonably safe for their normal, intended use.  
17 Said “Safety System” includes, but is not limited to, the following:

- 18 a. **Open-and-Close Lid Safety Device:** The appliance will not start pressurizing until  
19 the lid is closed and locked properly. **The lid cannot be opened if the appliance is**  
20 **filled with pressure.**
- 21 b. **Pressure Control Device:** The correct pressure level is automatically maintained  
22 during the cooking cycle.
- 23 c. **Pressure Limit Valve:** The pressure limit valve will release air automatically when  
24 the pressure inside exceeds the preset temperature.
- 25 d. **Anti-Block Cover:** Prevents any food material from blocking the pressure limit  
26 valve.

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<sup>3</sup> *Id.*

- 1 e. **Pressure Relief Device:** When the pressure cooker reaches the maximum allowable  
2 pressure and temperature, the cooking pot will move down until lid separates from  
3 the sealing ring, releasing air pressure.
- 4 f. **Thermostat:** The power will automatically shut off when the cooking pot  
5 temperature reaches the preset value, or the pressure cooker is heating without any  
6 food inside.
- 7 g. **Thermal Fuse:** The circuit will be opened when the pressure cooker reaches the  
8 maximum temperature.

9 (emphasis added).

10 16. By reason of the forgoing acts or omissions, the above-named Plaintiff had the  
11 reasonable expectation that the pressure cooker was properly designed and manufactured, free from  
12 defects of any kind, and that it was safe for its intended, foreseeable use of cooking.

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

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

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

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

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

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1 expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained  
2 pressurized. Specifically:

- 3           a. **“Open-and-Close Lid Safety Device:** The appliance will not start pressurizing  
4           until the lid is closed and locked properly. *The lid cannot be opened if the*  
5           *appliance is filled with pressure.*<sup>4</sup>

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

8           41. Defendant marketed, promoted and sold its pressure cookers as a safe product,  
9 complete with “safety features.”

10          42. Defendant’s pressure cookers do not conform to these express representations  
11 because the lid can be removed using normal force while the units remain pressurized, despite the  
12 appearance that the pressure has been released, making the pressure cookers not safe for use by  
13 consumers.

14          43. Defendant breached its express warranties in one or more of the following ways:

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

23          44. Plaintiff used the pressure cooker with the reasonable expectation that it was properly  
24 designed and manufactured, free from defects of any kind, and that it was safe for its intended,  
25 foreseeable use of cooking.

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<sup>4</sup> *Id.*





1 **INJURIES & DAMAGES**

2 62. As a direct and proximate result of Defendant’s negligence and wrongful misconduct  
3 as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries  
4 and damages including past, present, and future physical and emotional pain and suffering as a result  
5 of the incident on or about January 6, 2019. Plaintiff is entitled to recover damages from Defendant  
6 for these injuries in an amount which shall be proven at trial.

7 63. As a direct and proximate result of Defendant’s negligence and wrongful  
8 misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full  
9 enjoyment of life and disfigurement as a result of the incident on or about January 6, 2019. Plaintiff  
10 is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendant  
11 in an amount to be proven at trial.

12 64. As a direct and proximate cause of Defendant’s negligence and wrongful  
13 misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for medical care  
14 and treatment, as well as other expenses, as a result of the severe burns she suffered as a result of  
15 the incident on or about January 6, 2019. Plaintiff is entitled to recover damages from Defendant  
16 for her past, present and future medical and other expenses in an amount which shall be proven at  
17 trial.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff demands judgment against the Defendant as follows:

- 20 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 21 B. That judgment be entered in favor of the Plaintiff and against Defendant on all of the  
22 aforementioned claims and issues;
- 23 C. That Plaintiff recover all damages against Defendant, general damages and special  
24 damages, including economic and non-economic, to compensate the Plaintiff for his  
25 injuries and suffering sustained because of the use of the Defendant’ defective  
26 pressure cooker;
- 27 D. That all costs be taxed against Defendant;
- 28 E. That prejudgment interest be awarded according to proof; and

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F. That this Court awards 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.

**Dated: December 30, 2020**

**HARLAN LAW, PC**

By: /s/ Jordon R. Harlan, Esq.  
Jordon R. Harlan, Esq. (CA #273978)

*In association with:*

**JOHNSON BECKER, PLLC**

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.

**Dated: December 30, 2020**

**HARLAN LAW, P.C.**

/s/ Jordon R. Harlan, Esq.  
Jordon R. Harlan, Esq. (CA #273978)