

1 Jordon Harlan, Esq. (CA #273978)
2 **HARLAN LAW, P.C.**
3 2404 Broadway, 2nd Floor
4 San Diego, CA 92102
5 Telephone: (619) 870-0802
6 Fax: (619) 870-0815
7 Email: jordon@harlanpc.com

8 Kenneth W. Pearson, Esq. (MN #016088X)
9 *Pro Hac Vice to be filed*
10 Adam J. Kress, Esq. (MN #0397289)
11 *Pro Hac Vice to be filed*
12 **JOHNSON BECKER, PLLC**
13 444 Cedar Street, Suite 1800
14 St. Paul, MN 55101
15 Telephone: (612) 436-1800
16 Fax: (612) 436-1801
17 Email: kpearson@johnsonbecker.com
18 Email: akress@johnsonbecker.com

19 *Attorneys for Plaintiff Jillian Clanton*

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

22 **JILLIAN ELIZABETH CLANTON,**
23 **an individual,**

24 **Plaintiff,**

25 **v.**

26 **INSTANT BRANDS, INC., a**
27 **Canadian 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, **JILLIAN ELIZABETH CLANTON** (hereafter referred to as
2 “Plaintiff”), by and through her undersigned counsel, **JOHNSON BECKER, PLLC**
3 and **HARLAN LAW, P.C.**, hereby submits the following Complaint and Demand for
4 Jury Trial against Defendant **INSTANT BRANDS, INC.** (hereafter referred to as
5 “Defendant Instant Brands“ or “Defendant”) alleges the following upon personal
6 knowledge and belief, and investigation of counsel:

7 **NATURE OF THE CASE**

8 1. Defendant Instant Brands designs, manufactures, markets, imports,
9 distributes and sells a wide-range of consumer kitchen products, including the subject
10 “Instant Pot Programmable Electric Pressure Cooker,” which specifically includes the
11 Ultra (referred to hereafter as “pressure cooker(s)” of “Subject Pressure Cooker”) that
12 is at issue in this case.

13 2. Defendant touts the “safety”¹ of its pressure cookers, and states that they
14 cannot be opened while in use. Despite Defendant’s claims of “safety,” it designed,
15 manufactured, marketed, imported, distributed and sold, both directly and through
16 third-party retailers, a product that suffers from serious and dangerous defects. Said
17 defects cause significant risk of bodily harm and injury to its consumers.

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

26
27
28

¹ See, e.g. Instant Pot Ultra Owner’s manual, pg. 20. (“As a safety feature, until the float valve drops down the lid is locked and cannot be opened.”). A copy of the Owner’s manual is attached hereto as “Exhibit A”.

1 16. Defendant aggressively warrants, markets, advertises and sells its
2 pressure cookers as “Convenient, Dependable and Safe,” allowing consumers to cook
3 “healthy, tasty dishes.”

4 17. For instance, the Defendant claims that the Ultra comes equipped with a
5 “Quick Release Button” that “ensures the safer handling of the steam release after
6 cooking is completed.”⁴

7 18. To further propagate its message, Defendant has, and continues to utilize
8 numerous media outlets including, but not limited to, infomercials, social media
9 websites such as YouTube, and third-party retailers. For example, the following can
10 be found at <https://www.hippressurecooking.com/instant-pot-ultra-review/>:

11 a. “While all the other Instant Pot models have 10 safety systems, the
12 ULTRA claims to have 11!”

- 13 i. Primary Safety Release Valve – will release pressure if the internal
14 pressure exceeds 15.23psi or 105kpa
- 15 ii. Anti-Blockage Vent – prevents food debris from blocking the vent.
- 16 iii. Safety Lid Lock – prevents accidental opening of the cooker while
17 it is pressurized – even without electricity.
- 18 iv. Lid Position Detection– monitors whether the lid in an unsafe zone
19 for pressure cooking.
- 20 v. Temperature Sensor– monitor the cooking temperature and
21 ensures that it remains in a safe range.
- 22 vi. Burn Protection – high-temperature monitoring during heat-up,
23 saute’, keep warm and other programs, avoids burning food.
- 24 vii. Pressure Sensor – keeps pressure always in the safe range.
- 25 viii. Electrical current and temperature fuse – cuts off power if the
26 current or internal temperature exceeds safety limits.

27
28

⁴ See <https://instantpot.com/portfolio-item/ultra/> (last accessed November 8, 2021)

- ix. Encapsulated last-resort pressure release – Should the primary pressure regulating valve fail, the excess pressure is released into the body of the unit (between the outer lining and the inner pot).
 - x. Leaky lid detection – Detects when the pressure cooker has run dry which is likely due to a leaky lid
 - xi. Quick Release Button – Automatically puts the valve in locking position.
- b. “I asked Instant Pot how this was a safety system and they told me it was a mechanism “to reset the steam release to the Sealing position when the lid is closed or opened”. Which, according to them, eliminates the common error of leaving the vent open during cooking.”⁵

19. By reason of the forgoing acts or omissions, the above-named Plaintiff 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.

20. Plaintiff used the 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 Defendant.

21. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured by the Defendant 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 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
27

⁵ See, e.g. <https://www.hippressurecooking.com/instant-pot-ultra-review/> (last accessed November 10, 2021)

1 29. Defendant's pressure cookers were in the same or substantially similar
2 condition as when they left the possession of the Defendant.

3 30. Plaintiff and her family did not misuse or materially alter the pressure
4 cooker.

5 31. The pressure cookers did not perform as safely as an ordinary consumer
6 would have expected them to perform when used in a reasonably foreseeable way.

7 32. Further, a reasonable person would conclude that the possibility and
8 serious of harm outweighs the burden or cost of making the pressure cookers safe.

9 Specifically:

10 a. The pressure cookers designed, manufactured, sold, and supplied by
11 Defendant were defectively designed and placed into the stream of
12 commerce in a defective and unreasonably dangerous condition for
13 consumers;

14 b. The seriousness of the potential burn injuries resulting from the product
15 drastically outweighs any benefit that could be derived from its normal,
16 intended use;

17 c. Defendant failed to properly market, design, manufacture, distribute,
18 supply, and sell the pressure cookers, despite having extensive knowledge
19 that the aforementioned injuries could and did occur;

20 d. Defendant failed to warn and place adequate warnings and instructions
21 on the pressure cookers;

22 e. Defendant failed to adequately test the pressure cookers; and

23 f. Defendant failed to market an economically feasible alternative design,
24 despite the existence of economical, safer alternatives, that could have
25 prevented the Plaintiff's injuries and damages.

26 33. At the time of Plaintiff's injuries, Defendants' pressure cookers were
27 defective and unreasonably dangerous for use by foreseeable consumers, including
28 Plaintiff.

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

3 **WHEREFORE**, Plaintiff demands judgment against Defendant for and
4 punitive damages according to proof, together with interest, costs of suit, attorneys'
5 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right
6 to amend the complaint to seek punitive damages if and when evidence or facts
7 supporting such allegations are discovered.

8 **SECOND CAUSE OF ACTION**

9 **NEGLIGENT PRODUCTS LIABILITY**

10 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST INSTANT
11 BRANDS, INC., ALLEGES AS FOLLOWS:

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

14 36. Defendant had a duty of reasonable care to design, manufacture, market,
15 and sell non-defective pressure cookers that are reasonably safe for its intended uses
16 by consumers, such as Plaintiff and her family.

17 37. Defendant failed to exercise ordinary care in the manufacture, sale,
18 warnings, quality assurance, quality control, distribution, advertising, promotion, sale
19 and marketing of its pressure cookers in that Defendant knew or should have known
20 that said pressure cookers created a high risk of unreasonable harm to the Plaintiff
21 and consumers alike.

22 38. Defendant was negligent in the design, manufacture, advertising,
23 warning, marketing and sale of its pressure cookers in that, among other things, it:

- 24 a. Failed to use due care in designing and manufacturing the pressure
25 cookers to avoid the aforementioned risks to individuals;
- 26 b. Placed an unsafe product into the stream of commerce;
- 27 c. Aggressively over-promoted and marketed its pressure cookers through
28 television, social media, and other advertising outlets; and

1 d. Were otherwise careless or negligent.

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

6 **WHEREFORE**, Plaintiff demands judgment against Defendant for and
7 punitive damages according to proof, together with interest, costs of suit, attorneys'
8 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right
9 to amend the complaint to seek punitive damages if and when evidence or facts
10 supporting such allegations are discovered.

11 **THIRD CAUSE OF ACTION**

12 **BREACH OF EXPRESS WARRANTY**

13 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST INSTANT
14 BRANDS, INC., ALLEGES AS FOLLOWS:

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

17 41. Defendant expressly warranted that its pressure cookers were safe and
18 effective to members of the consuming public, including Plaintiff and her family.
19 Moreover, Defendant expressly warranted that the lid of the Pressure Cooker could
20 not be removed while the unit remained pressurized. Specifically:

21 a. "As a safety feature, the lid is locked and won't open until the float valve
22 drops down."⁶

23 b. "Instant Pot® has a safety feature to disable the cooker and the display
24 will flash "Lid" if the lid is not positioned correctly."⁷

25
26
27 _____
28 ⁶ *Id.* at pg. 9.

⁷ *Id.* at 10.

1 c. “Once the lid is locked, and the contents are under pressure, there’s no
2 way to open the pressure cooker.”⁸

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

5 43. Defendant marketed, promoted and sold its pressure cookers as a safe
6 product, complete with “safety measures.”

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

11 45. Defendant breached its express warranties in one or more of the following
12 ways:

13 a. The pressure cookers as designed, manufactured, sold and/or supplied by
14 the Defendant were defectively designed and placed into the stream of
15 commerce by Defendant in a defective and unreasonably dangerous
16 condition;

17 b. Defendant failed to warn and/or place adequate warnings and
18 instructions on its pressure cookers;

19 c. Defendant failed to adequately test its pressure cookers; and

20 d. Defendant failed to provide timely and adequate post-marketing
21 warnings and instructions after they knew the risk of injury from its
22 pressure cookers.

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

26
27
28

⁸ See <https://www.youtube.com/watch?v=bVA2EqPf0s0> at 1:22 – 143.

1 47. Plaintiff's injuries were the direct and proximate result of Defendant's
2 breach of its express warranties.

3 **WHEREFORE**, Plaintiff demands judgment against Defendant for and
4 punitive damages according to proof, together with interest, costs of suit, attorneys'
5 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right
6 to amend the complaint to seek punitive damages if and when evidence or facts
7 supporting such allegations are discovered.

8 **FOURTH CAUSE OF ACTION**

9 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

10 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST INSTANT
11 BRANDS, INC., ALLEGES AS FOLLOWS:

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

14 49. At the time Defendant marketed, distributed and sold its pressure
15 cookers to the Plaintiff in this case, Defendant warranted that its pressure cookers
16 were merchantable and fit for the ordinary purposes for which they were intended.

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

19 51. Plaintiff reasonably relied on Defendant's representations that its
20 pressure cookers were a quick, effective and safe means of cooking.

21 52. Defendant's pressure cookers were not merchantable because they had
22 the propensity to lead to the serious personal injuries as described herein in this
23 Complaint.

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

27 54. Defendant's breach of implied warranty of merchantability was the direct
28 and proximate cause of Plaintiff's injury and damages.

1 to amend the complaint to seek punitive damages if and when evidence or facts
2 supporting such allegations are discovered.

3 **INJURIES & DAMAGES**

4 61. As a direct and proximate result of Defendant's negligence and wrongful
5 misconduct as described herein, Plaintiff has suffered and will continue to suffer
6 physical and emotional injuries and damages including past, present, and future
7 physical and emotional pain and suffering as a result of the incident. Plaintiff is
8 entitled to recover damages from Defendant for these injuries in an amount which
9 shall be proven at trial.

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

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

21 **PRAYER FOR RELIEF**

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

- 23 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 24 B. That judgment be entered in favor of the Plaintiff and against Defendant on
25 all of the aforementioned claims and issues;
- 26 C. That Plaintiff recover all damages against Defendant, general damages and
27 special damages, including economic and non-economic, to compensate the
28

1 Plaintiff for her injuries and suffering sustained because of the use of the
2 Defendants' defective pressure cooker;

3 D. That all costs be taxed against Defendant;

4 E. That prejudgment interest be awarded according to proof;

5 F. That Plaintiff be awarded attorney's fees to the extent permissible under
6 Federal and California law; and

7 G. That this Court awards any other relief that it may deem equitable and just,
8 or that may be available under the law of another forum to the extent the
9 law of another forum is applied, including but not limited to all reliefs prayed
10 for in this Complaint and in the foregoing Prayer for Relief.

11 **HARLAN LAW, P.C**

12
13 Dated: November 11, 2021

/s/ Jordon Harlan
Jordon Harlan, Esq. (CA #273978).
2404 Broadway, 2nd Floor
San Diego, CA 92102
Telephone: (619) 870-0802
Fax: (619) 870-0815
Email: jordon@harlanpc.com

17
18 *In association with:*

19 **JOHNSON BECKER, PLLC**

20 Kenneth W. Pearson, Esq.
(MN #016088X)
Pro Hac Vice to be filed
Adam J. Kress, Esq. (MN #0397289)
Pro Hac Vice to be filed
444 Cedar Street, Suite 1800
St. Paul, MN 55101
Telephone: (612) 436-1800
Fax: (612) 436-1801
Email: kpearson@johnsonbecker.com
Email: akress@johnsonbecker.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

HARLAN LAW, P.C

Dated: November 11, 2021

/s/ Jordon Harlan
Jordon Harlan, Esq.