

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

HANNAH FRAZIER,

Plaintiff,

v.

BREVILLE USA, INC.,

Defendant.

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**Civil Case No.
JURY DEMAND**

COMPLAINT

Plaintiff HANNAH FRAZIER, by and through the undersigned counsel, sets forth her claims against Defendant BREVILLE USA, INC., (“BREVILLE”) in this Complaint for Damages and Jury Trial Demand as follows:

I. NATURE OF THE CASE

1. This is a strict liability, negligence, and breach of warranty action to remedy the damages caused by latent safety defects present in the Breville “Fast Slow Cooker Pressure Cooker,” Model “BPR600XL” (“PRESSURE COOKER”):



2. BREVILLE designs, manufactures, markets, imports, distributes, and sells a wide range of consumer products, including the subject PRESSURE COOKER at issue in this case.

3. BREVILLE marketed its PRESSURE COOKER as having a safety locking lid that unlocks only once pressure is released. Despite BREVILLE'S claim of safety, it designed, manufactured, marketed, imported, distributed and sold, both directly and through third-party retailers, a product that suffers from serious and dangerous defects. These defects cause significant risk of bodily harm and injury to consumers.

4. Specifically, the lid of the PRESSURE COOKER is removable while its contents are still under pressure. When the lid is removed under such circumstances, the pressure trapped within the unit causes scalding hot contents to be projected from the unit and into the surrounding area, including onto the unsuspecting consumers or bystanders.

5. BREVILLE knew or should have known of this defect but has nevertheless put profit before safety by continuing to sell its PRESSURE COOKERS to consumers, failing to warn consumers of the serious risks posed by the defects.

6. BREVILLE ignored and/or concealed their knowledge of these defects in its PRESSURE COOKER from HANNAH FRAZIER, as well as the public in general, in order to continue generating a profit from the sale of the PRESSURE COOKER. BREVILLE therefore acted intentionally, fraudulently, maliciously, and recklessly when it knowingly designed, manufactured, and sold the dangerously defective PRESSURE COOKER.

7. The defective condition of the PRESSURE COOKER, known to BREVILLE but unknown to HANNAH FRAZIER, proximately caused permanent and debilitating injuries to HANNAH FRAZIER.

II. PARTIES

8. Plaintiff HANNAH FRAZIER is an adult citizen of the State of Tennessee and a resident of Robertson County, Tennessee. By filing this action, Plaintiff avails herself of the jurisdiction and venue of this Court.

9. Defendant BREVILLE is a California corporation with its principal place of business at 19400 S. Western Avenue, Torrance, CA 90501. BREVILLE may be served with legal process through its agent for service of process: Barbara Dirsa, 19400 S. Western Avenue, Torrance, CA 90501. At all relevant times BREVILLE was (and is) actively involved in the design, manufacture, marketing, import, distribution, and sale of consumer products in this state, including the PRESSURE COOKER. As a corporation doing business in California, jurisdiction is proper over BREVILLE.

III. JURISDICTION AND VENUE

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

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

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

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

IV. FACTUAL ALLEGATIONS

13. On June 5, 2022, HANNAH FRAZIER was using the PRESSURE COOKER to prepare a roast.

14. After the cooking cycle, HANNAH FRAZIER opened the pressure release valve and waited several minutes for the steam to release. HANNAH FRAZIER saw the steam was still releasing and manually released the steam via another button on the back of the PRESSURE COOKER.

15. HANNAH FRAZIER waited several more minutes until all of the steam was released. When HANNAH FRAZIER tried to open the lid, the PRESSURE COOKER exploded.

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

17. As it exploded, the PRESSURE COOKER sprayed super-heated liquid and steam across HANNAH FRAZIER'S body.

18. As a result of the design and manufacturing defects present in the PRESSURE COOKER, HANNAH FRAZIER has suffered permanent injuries to her abdomen.

19. The pain, suffering, and injuries suffered by HANNAH FRAZIER were proximately caused by the tortious acts and omissions of BREVILLE.

20. According to the PRESSURE COOKER'S Instruction Manual, "safety locking lid" keeps the lid of the PRESSURE COOKER from opening once pressurized. Specifically on page 8:

D. Safety Locking Lid
Can not be opened while pressure cooking. Not dishwasher safe.

This statement is unequivocally false. The design of the PRESSURE COOKER allowed HANNAH FRAZIER to remove the lid with built-up pressure still inside of the unit.

21. As a result, PRESSURE COOKERS are manufactured, assembled, sold, and distributed by BREVILLE with dangerous defects, and yet the Instruction Manual falsely represents the opposite.

22. BREVILLE marketed, promoted, advertised, sold, distributed, and/or approved of the PRESSURE COOKER.

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

24. The defective condition of the PRESSURE COOKER was present in the PRESSURE COOKER when it left the control of BREVILLE.

25. Upon and information and belief, BREVILLE was previously aware of other incidents of exploding PRESSURE COOKERS due to the identical design and manufacturing defects in the PRESSURE COOKER that maimed Plaintiff.

26. HANNAH FRAZIER brings this Complaint in good faith based on the facts of the subject incident and examination of the remains of the PRESSURE COOKER.

V. CAUSES OF ACTION

COUNT ONE
STRICT LIABILITY

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

28. The PRESSURE COOKER was designed, manufactured, marketed, imported, distributed, and sold by BREVILLE in a defective condition that rendered the product unreasonably and foreseeably dangerous in at least the following ways:

(a) The PRESSURE COOKER was designed *and* manufactured in such a manner that it was able to build heat and pressure without its lid being sufficiently secured or locked, causing it to fail and explode during normal use and operation. These design and manufacturing defects caused Plaintiff to suffer traumatic and permanent injuries from the ordinary use of the PRESSURE COOKER.

(b) The PRESSURE COOKER did not contain adequate warnings to consumers, including Plaintiff, of the unreasonable dangers and risks inherent in its design and manufacture. In fact, BREVILLE explicitly, affirmatively, and falsely represented that the PRESSURE COOKER'S defective condition *did not* exist. At a minimum, a PRESSURE COOKER that can explode and permanently injure consumers under normal and intended operation should be affixed with a permanent label on the product informing consumers that its ordinary use can lead to permanent injury and death. As a result of this warning defect, Plaintiff was caused to suffer traumatic injuries from the ordinary use of the PRESSURE COOKER.

29. The PRESSURE COOKER failed to perform as safely as an ordinary consumer would expect when used as intended and in a reasonably foreseeable manner, as it was here.

Further, the risk of harm presented by the PRESSURE COOKER, on balance, outweighs the benefits of the design of the PRESSURE COOKER. Due to this dangerous condition, no reasonable product manufacturer would put this product on the market.

30. BREVILLE'S conduct, including the distribution of dangerous PRESSURE COOKERS premised on the false representation that they are equipped with safety features they do not have, demonstrates a conscious disregard or indifference to the life, safety, and rights of consumers, and constitutes gross negligence.

31. BREVILLE'S PRESSURE COOKER was in the same or substantially similar condition at the time of the explosion as it was when it left the possession of BREVILLE.

32. Plaintiff did not misuse or materially alter her PRESSURE COOKER.

33. BREVILLE failed to properly market, design, manufacture, distribute, supply, and sell the PRESSURE COOKER despite having extensive knowledge that the aforementioned injuries could and did occur.

34. BREVILLE failed to adequately test the PRESSURE COOKER.

35. BREVILLE failed to market an economically feasible alternative design, despite the existence of the aforementioned economical, safer alternatives, that could have prevented Plaintiff's injuries and damages.

36. As a direct and proximate result of the design, manufacturing and/or warning defects in the PRESSURE COOKER for which BREVILLE is liable, Plaintiff suffered permanent physical, mental, and emotional injuries and damages, and she will continue to suffer these damages into the future.

37. Defendant BREVILLE is liable for all injuries and damages to Plaintiff related to this incident.

COUNT TWO
NEGLIGENCE

38. Plaintiff incorporates as if re-alleged paragraphs 1 through 37 above.

39. BREVILLE has a duty of reasonable care to design, manufacture, market, and sell a non-defective PRESSURE COOKER that is reasonably safe for their intended uses by consumers, such as Plaintiff.

40. BREVILLE breached its various duties of care in the following ways with respect to the explosion:

- a. Tortiously designing, manufacturing, marketing, promoting, advertising, and/or selling the PRESSURE COOKER such that a defect existed that allowed the PRESSURE COOKER to build dangerous pressure with an unsecure lid, causing Plaintiff to suffer catastrophic injury;
- b. Tortiously failing to warn at all, or to adequately warn, consumers of the PRESSURE COOKER, including Plaintiff, of the unreasonable dangers and risks inherent in its design and manufacture; and
- c. Tortiously failing to timely and effectively remedy, recall, or otherwise warn post-sale of the defective and dangerous condition known to exist in the PRESSURE COOKER so as to avoid suffering and catastrophic injury, such as occurred here.

41. BREVILLE failed to exercise ordinary care in the manufacture, sale, warning, quality assurance, quality control, distribution, advertising, promotion, sale, and marketing of its PRESSURE COOKER, thus creating a high risk of unreasonable harm to the Plaintiff and consumers alike. BREVILLE knew, or should have known, of these safety risks.

42. As a result of these negligent acts, the PRESSURE COOKER was sold and manufactured in a defective condition that was known, or should have been known, to BREVILLE.

43. BREVILLE'S conduct, including the distribution of dangerous PRESSURE COOKERS premised on the false representation that they are equipped with safety features they do not have, demonstrates a conscious disregard or indifference to the life, safety, and rights of consumers, and constitutes gross negligence.

44. As a direct and proximate result of the various breaches of BREVILLE'S duties, Plaintiff suffered grievous and permanent physical, mental, and emotional injuries and damages, and she will continue to suffer these damages into the future.

45. Defendant BREVILLE is liable for all injuries and damages to Plaintiff related to this incident.

COUNT THREE
BREACH OF WARRANTY

46. Plaintiff incorporates as if re-alleged paragraphs 1 through 45 above.

47. The PRESSURE COOKER is a "good" and at all times the PRESSURE COOKER was placed into the stream of commerce by BREVILLE, BREVILLE was a merchant with respect to goods of this kind.

48. At all times relevant, BREVILLE knew of the intended and reasonably foreseeable use of the PRESSURE COOKER and impliedly and expressly warranted the product to be of merchantable quality and safe and fit for its intended use and purpose.

49. Plaintiff reasonably relied upon BREVILLE'S knowledge and expertise as designers, manufacturers, marketers, distributors, and/or sellers of products and thus relied upon

its representations and warranties as to the merchantability, safety, and fitness of its PRESSURE COOKERS.

50. BREVILLE breached all provisions in regard to implied warranties, warranty of merchantability, and usage of trade as provided in T.C.A. § 47-2-314 and fitness for a particular purpose as provided in T.C.A. § 47-2-315.

51. BREVILLE breached all provisions in regard to express warranties as provided in T.C.A. § 47-2-313.

52. Plaintiff suffered severe and permanent injuries as a direct and proximate result of BREVILLE'S breaches of implied and express warranties.

VI. PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. That Defendant BREVILLE Answer this Complaint as provided by law;
2. That Plaintiff HANNAH FRAZIER have a trial by jury;
3. That Plaintiff recover all elements of compensatory damages against Defendant;
4. That Plaintiff recover all damages to which she is entitled to recover under Tennessee law, including but not limited to:
 - a. Damages for mental and physical suffering, loss of time, and necessary expenses resulting to Plaintiff as a result of the injuries she suffered;
 - b. Punitive damages sufficient to punish, penalize, and deter the tortious conduct outlined in this Complaint;
 - c. Reasonable and necessary medical expenses in the past for Plaintiff;
 - d. Reasonable and necessary medical expenses which will be incurred in the future by Plaintiff;

- e. Physical pain suffered in the past by Plaintiff;
 - f. Physical pain which will be suffered in the future by Plaintiff;
 - g. Mental anguish suffered in the past by Plaintiff;
 - h. Mental anguish which will be suffered in the future by Plaintiff;
 - i. Physical impairment in the past of Plaintiff;
 - j. Physical impairment which will be suffered in the future by Plaintiff;
 - k. Disfigurement sustained in the past by Plaintiff;
 - l. Disfigurement which will be sustained in the future by Plaintiff; and
 - m. Permanent injuries suffered by Plaintiff.
5. That Plaintiff recovers damages caused by Defendant's breach of warranties;
 6. That Plaintiff recover all prejudgment interest;
 7. That Plaintiff recovers all costs, including discretionary costs; and
 8. That the Court award all other and future relief as it deems proper.

Pursuant to T.C.A. § 29-28-107, Plaintiff demands a judgment in the amount of \$3,100,000.00 or an amount to be determined by the enlightened conscience of the jury.

JURY DEMAND

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

Respectfully submitted this 1st day of June, 2023.

CORY WATSON, P.C.

/s/ J. Curt Tanner

J. Curt Tanner (TN BPR No. 37976)

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