

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Jon Takasugi

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ATTORNEYS FOR PLAINTIFF SOUMIA SEDRATI

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

16 SOUMIA SEDRATI, an individual,
17
18 Plaintiff,

19 v.

20 TABLETOPS UNLIMITED, INC. d/b/a TTU,
21 a California corporation; and DOES 1 through
22 25, inclusive,
23
24 Defendants.

Case No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

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

25 Plaintiff **SOUMIA SEDRATI**, by and through her undersigned counsel, **JOHNSON**
26 **BECKER, PLLC** and **HARLAN LAW, PC** hereby submit the following Complaint and Demand
27 for Jury Trial:
28

1 **NATURE OF THE ACTION**

2 1. This is a product liability action seeking recovery for substantial personal injuries and
3 damages suffered by **Plaintiff Soumia Sedrati** (hereafter referred to as “Plaintiff”), after Plaintiff
4 was seriously injured by a “Philippe Richard Pressure Cooker” Model Number YPC 2055C
5 (hereafter generally referred to as “pressure cooker(s)”).

6 2. Defendant Tabletops Unlimited, Inc. d/b/a TTU (hereinafter generally referred to as
7 “Defendant TTU”) designs, manufactures, markets, imports, distributes and sells a wide-range of
8 consumer products, including the subject “Phillippe Richard Pressure Cooker,” which specifically
9 includes the aforementioned pressure cooker at issue in this case.

10 3. On or about September 24, 2017, Plaintiff suffered serious and substantial burn injuries as
11 the direct and proximate result of the pressure cooker’s lid suddenly and unexpectedly exploding
12 off the pressure cooker’s pot during the normal, directed use of the pressure cooker, allowing its
13 scalding hot contents to be forcefully ejected from the pressure cooker and onto Plaintiff.

14 4. As a direct and proximate result of Defendant TTU’s conduct, the Plaintiff in this case
15 incurred significant and painful bodily injuries, medical expenses, wage loss, physical pain, mental
16 anguish, and diminished enjoyment of life.

17 **PARTIES**

18 5. Plaintiff was, at all relevant times, a resident of the City of Lewis Center, County of
19 Delaware, State of Ohio.

20 6. Defendant TTU is a California Corporation, which has a headquarters and registered service
21 address of 23000 Avalon Blvd., Carson, CA 90745. Defendant TTU designs, manufacturers,
22 markets, imports, distributes and sells a variety of consumer products including pressure cookers,
23 cutlery, pots, and pans, amongst others.

24 7. Plaintiff is ignorant of the identities of defendants Does 1 through 25, inclusive, and
25 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
26 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that at all
27 times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant,
28 employee, co-venturer, and/or co-conspirator of each of the other Defendants and was at all times

1 mentioned, acting within the scope, purpose, consent, knowledge, ratification and authorization of
2 such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to
3 allege their true names and capacities when ascertained. Plaintiff is informed and believes and
4 thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner
5 for the occurrences herein alleged, and that Plaintiff's damages as herein alleged was proximately
6 caused by its conduct. Doe Defendants 1 through 25, and TTU are herein collectively referred to
7 as "Defendants."

8 **JURISDICTION & VENUE**

9 8. Venue is proper in this Court in that at all relevant times in that Defendant TTU resides in
10 Los Angeles County.

11 9. Jurisdiction in this Court is proper in that Defendant TTU is located and regularly conducts
12 business here and is subject to general and specific personal jurisdiction in this Court. Defendant
13 TTU's negligent and wrongful acts or omissions caused tortious injury in the State of California and
14 is subject to personal jurisdiction in this Court.

15 **FACTUAL ALLEGATIONS**

16 10. On or about September 24, 2017, Plaintiff was using the pressure cooker designed,
17 manufactured, marketed, imported, distributed and sold by Defendant TTU for its intended and
18 reasonably foreseeable purpose of cooking dinner.

19 11. While the pressure cooker was in use for cooking, Plaintiff turned around to clean her kitchen
20 when the pressure cooker's lid unexpectedly and suddenly blew off the pot in an explosive manner. The
21 contents of the pressure cooker were forcefully ejected out of the pot and onto Plaintiff, causing severe,
22 disfiguring burns to, *inter alia*, her back, buttocks, upper extremities and lower extremities that covered
23 20 to 25 percent of her total body surface area.

24 12. Following the incident, Plaintiff was taken via ambulance to The Ohio State University
25 Wexner medical to receive emergency medical treatment for her injuries, where she was
26 subsequently transferred to the hospitals burn unit and admitted for two days.

27 13. Plaintiff used her Pressure Cooker for its intended purpose of preparing meals for herself
28 and/or family and did so in a manner that was reasonable and foreseeable by Defendant TTU.

1 14. However, the aforementioned pressure cooker was defectively designed and manufactured
2 by Defendant TTU in that it failed to properly function as to prevent the lid explosively separating
3 from the pot while under pressure during the ordinary, foreseeable and proper use of cooking food
4 with the product; placing the Plaintiff, her family, and similar consumers in danger while using the
5 pressure cookers.

6 15. Defendant TTU's pressure cookers possess defects that make them unreasonably dangerous
7 for their intended use by consumers because they can spontaneously and unexpectedly explode
8 during their normal and directed use.

9 16. Economic, safer alternative designs were available that could have prevented the pressure
10 cooker's lid from explosively separating from the pot while under pressure.

11 17. Defendant TTU knew or should have known that its pressure cookers possessed defects that
12 pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendant TTU ignored and/or
13 concealed its knowledge of the pressure cookers' defects from the general public and generated a
14 substantial profit from the sale of its pressure cookers, demonstrating a callous, reckless, willful,
15 depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

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

20 19. Consequently, the Plaintiff in this case seeks compensatory damages resulting from the use
21 of Defendant TTU's pressure cooker as described above, which has caused the Plaintiff to suffer
22 from serious bodily injuries, medical expenses, lost wages, physical pain, mental anguish,
23 diminished enjoyment of life, and other damages.

24 **FIRST CAUSE OF ACTION**

25 **STRICT PRODUCTS LIABILITY**

26 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGANST TABLETOPS UNLIMITED,
27 INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGES AS FOLLOWS:

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

3 21. At the time of Plaintiff's injuries, Defendant TTU's pressure cookers were defective and
4 unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

5 22. Defendant TTU's pressure cookers were in the same or substantially similar condition as
6 when they left the possession of Defendant TTU.

7 23. Plaintiff did not misuse or materially alter the pressure cooker.

8 24. The pressure cooker did not perform as safely as an ordinary consumer would have expected
9 it to perform when used in a reasonably foreseeable way.

10 25. Further, a reasonable person would conclude that the possibility and serious of harm
11 outweighs the burden or cost of making the Pressure Cookers safe. Specifically:

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

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

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

18 d. Defendant TTU failed to warn and place adequate warnings and instructions on the
19 pressure cookers;

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

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

23 26. Defendant TTU knew or should have known that the lid could explosively separate from the
24 pot while under pressure during the normal, foreseeable and directed use of the pressure cooker.

25 27. Defendant TTU's actions and omissions were the direct and proximate cause of the
26 Plaintiff's injuries and damages.

27 28. Defendant TTU's conduct, as described above, was extreme and outrageous. Defendant TTU
28 risked the safety and well-being of the consumers and users of its pressure cookers, including the

1 plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this
2 knowledge from the public. Defendant TTU made conscious decisions not to redesign, warn or
3 inform the unsuspecting consuming public. Defendant TTU's outrageous conduct warrants an award
4 of punitive damages.

5 **SECOND CAUSE OF ACTION**

6 **NEGLIGENT PRODUCTS LIABILITY**

7 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST TABLETOPS
8 UNLIMITED, INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGES AS FOLLOWS:

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

11 30. Defendant TTU has a duty of reasonable care to design, manufacture, market, and sell non-
12 defective pressure cookers that are reasonably safe for their intended uses by consumers, such as
13 Plaintiff and her family.

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

18 32. Defendant TTU was negligent in the design, manufacture, advertising, warning, marketing
19 and sale of its Pressure Cookers in that, among other things, it:

- 20 a. Failed to use due care in designing and manufacturing the pressure cookers to avoid
21 the aforementioned risks to individuals;
- 22 b. Placed an unsafe product into the stream of commerce;
- 23 c. Aggressively over-promoted and marketed its pressure cookers through television,
24 social media, and other advertising outlets; and
- 25 d. Were otherwise careless or negligent.

26 33. Defendant TTU knew or should have known that the lid could explosively separate from the
27 pot during the normal, foreseeable and directed use of the pressure cooker.

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

1 35. Defendant TTU's conduct, as described above, was extreme and outrageous. Defendant TTU
2 risked the safety and well-being of the consumers and users of its Pressure Cookers, including the
3 Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this
4 knowledge from the public. Defendant TTU made conscious decisions not to redesign, warn or
5 inform the unsuspecting consuming public. Defendant TTU's outrageous conduct warrants an award
6 of punitive damages.

7 **THIRD CAUSE OF ACTION**

8 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

9 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST TABLETOPS UNLIMITED,
10 INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGES AS FOLLOWS:

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

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

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

18 39. Defendant TTU's pressure cookers were not merchantable and fit for their ordinary purpose,
19 because they had the propensity to lead to the serious personal injuries as described herein in this
20 Complaint.

21 40. The Plaintiff in this case and/or her family purchased and used the pressure cooker with the
22 reasonable expectation that it was properly designed and manufactured, free from defects of any
23 kind, and that it was safe for its intended, foreseeable use of cooking.

24 41. Defendant TTU's breach of implied warranty of merchantability was the direct and
25 proximate cause of Plaintiff's injury and damages.

26 42. Defendant TTU's conduct, as described above, was extreme and outrageous. Defendant TTU
27 risked the safety and well-being of the consumers and users of its Pressure Cookers, including the
28 Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this

1 knowledge from the public. Defendant TTU made conscious decisions not to redesign, warn or
2 inform the unsuspecting consuming public. Defendant TTU's outrageous conduct warrants an award
3 of punitive damages.

4 **FOURTH CAUSE OF ACTION**

5 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

6 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST TABLETOPS
7 UNLIMITED, INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGES AS FOLLOWS:

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

10 44. Defendant TTU manufactured, supplied, and sold its pressure cookers with an implied
11 warranty that they were fit for the particular purpose of cooking quickly, efficiently and safely.

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

14 46. Defendant TTU's pressure cookers were not fit for the particular purpose as a safe means of
15 cooking, due to the unreasonable risks of bodily injury associated with their use.

16 47. The Plaintiff in this case reasonably relied on Defendant TTU's representations that its
17 pressure cookers were a quick, effective and safe means of cooking.

18 48. Defendant TTU's breach of the implied warranty of fitness for a particular purpose was the
19 direct and proximate cause of Plaintiff's injuries and damages.

20 49. Defendant TTU's conduct, as described above, was extreme and outrageous. Defendant TTU
21 risked the safety and well-being of the consumers and users of its pressure cookers, including the
22 Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this
23 knowledge from the public. Defendant TTU made conscious decisions not to redesign, warn or
24 inform the unsuspecting consuming public. Defendant TTU's outrageous conduct warrants an award
25 of punitive damages.

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1 **FIFTH CAUSE OF ACTION**

2 **PUNITIVE DAMAGES**

3 PLAINTIFF, FOR A FIFTH CAUSE OF ACTION AGAINST TABLETOPS UNLIMITED,
4 INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGES AS FOLLOWS:

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

7 51. The acts, conduct, and omissions of Defendant TTU, as alleged throughout this Complaint,
8 were willful and malicious. It is unconscionable and outrageous that Defendant TTU would risk the
9 health, safety, and well-being of consumers, including the Plaintiff in this case. Despite its
10 knowledge that the lid could explosively separate from the pot during the normal, foreseeable and
11 directed use of the pressure cooker, Defendant TTU made conscious decisions not to redesign,
12 despite the existence of an economically feasible, safer alternative design, and not to adequately
13 label, warn or inform the unsuspecting consuming public about the dangers associated with the use
14 of its pressure cookers. Defendant TTU's outrageous conduct rises to the level that Plaintiff should
15 be awarded punitive damages to deter Defendant TTU from this type of outrageous conduct in the
16 future, as well as to discourage other Defendants from placing profits above the safety of consumers
17 in the United States of America.

18 52. Prior to and during the manufacturing, sale, and distribution of its pressure cookers,
19 Defendant TTU knew that said pressure cookers were in a defective condition as previously
20 described herein and knew that those who purchased and used its Pressure Cookers, including
21 Plaintiff, could experience severe physical, mental, and emotional injuries.

22 53. Further, Defendant TTU knew that its pressure cookers presented a substantial and
23 unreasonable risk of harm to the public, including Plaintiff, and as such, Defendant TTU
24 unreasonably subjected consumers of said pressure cookers to risk of serious and permanent injury
25 from their use.

26 54. Despite its knowledge, Defendant TTU, for the purpose of enhancing its profits, knowingly
27 and deliberately failed to remedy the known defects in its pressure cookers, and failed to warn the
28 public, including Plaintiff, of the extreme risk of injury occasioned by said defects inherent in them.

1 Defendant TTU intentionally proceeded with the manufacturing, sale, distribution and marketing of
2 its pressure cookers knowing these actions would expose consumers, such as the Plaintiff, to serious
3 danger in order to advance its pecuniary interest and monetary profits.

4 55. Defendant TTU's conduct was despicable and so contemptible that it would be looked down
5 upon and despised by ordinary decent people and was carried on by Defendant TTU with willful
6 and conscious disregard for the safety of the Plaintiff, her family, and consumers like them, entitling
7 the Plaintiff to punitive damages.

8 **INJURIES & DAMAGES**

9 56. As a direct and proximate result of Defendant TTU's negligence and wrongful misconduct
10 as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries
11 and damages including past, present, and future physical and emotional pain and suffering as a result
12 of the incident on or about September 24, 2017. Plaintiff is entitled to recover damages from
13 Defendant TTU for these injuries in an amount which shall be proven at trial.

14 57. As a direct and proximate result of Defendant TTU's negligence and wrongful misconduct,
15 as set forth herein, Plaintiff has incurred and will continue to incur lost wages as a result of the
16 incident on or about September 24, 2017. Plaintiff is entitled to recover past and future lost wages
17 from Defendant TTU in an amount which shall be proven at trial.

18 58. As a direct and proximate result of Defendant TTU's negligence and wrongful misconduct,
19 as set forth herein, Plaintiff has incurred and will continue to incur the loss of full enjoyment of life
20 and disfigurement as a result of the incident on or about September 24, 2017. Plaintiff is entitled to
21 recover damages for loss of the full enjoyment of life and disfigurement from Defendant TTU in an
22 amount to be proven at trial.

23 59. As a direct and proximate cause of Defendants' negligence and wrongful misconduct, as
24 set forth herein, Plaintiff has incurred medical treatment expenses in excess of \$15,000.00 and will
25 continue to incur expenses for medical care and treatment, as well as other expenses, as a result of
26 the severe burns she suffered as a result of the incident on or about September 24, 2017. Plaintiff is
27 entitled to recover damages from Defendant TTU for her past, present and future medical and other
28 expenses in an amount which shall be proven at trial.

1 **PRAYER FOR RELIEF**

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


- 3 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 4 B. That judgment be entered in favor of the Plaintiff and against Defendant TTU on all
- 5 of the aforementioned claims and issues;
- 6 C. That Plaintiff recover all damages against Defendant TTU, general damages and
- 7 special damages, including economic and non-economic, to compensate the Plaintiff
- 8 for her injuries and suffering sustained because of the use of the Defendant TTU's
- 9 defective pressure cooker;
- 10 D. That punitive or exemplary damages be awarded according to proof;
- 11 E. That all costs be taxed against Defendant TTU;
- 12 F. That prejudgment interest be awarded according to proof;
- 13 G. That Plaintiff be awarded attorney's fees to the extent permissible under California
- 14 law; and
- 15 H. That this Court awards any other relief that it may deem equitable and just, or that
- 16 may be available under the law of another forum to the extent the law of another
- 17 forum is applied, including but not limited to all reliefs prayed for in this Complaint
- 18 and in the foregoing Prayer for Relief.

19

20 **Dated: September 18, 2019**

HARLAN LAW, PC

21

22 By:  _____
Jordon R. Harlan, Esq.

23 ***In association with:***

24 **JOHNSON BECKER, PLLC**

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***ATTORNEYS FOR PLAINTIFF
SOUZIA SEDRATI***

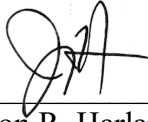
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DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on all issues raised in this Complaint.

Dated: September 18, 2019

HARLAN LAW, PC

By: 
Jordon R. Harlan, Esq.

In association with:

JOHNSON BECKER, PLLC

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