Са	se 8:20-cv-02443-JDE Document 1 Filed	d 12/30/20 Page 1 of 13 Page ID #:1	
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13	Attorneys for Plaintiff		
14	UNITED STATES DISTRICT COURT		
15	CENTRAL DISTRICT OF CALIFORNIA		
16	GARY CRAIG SMITH, an individual, Case No.:		
17	Plaintiff, COMPLAINT AND DEMAND FOR JURY		
18	V.	TRIAL	
19		1. Strict Products Liability	
20	CONAIR CORPORATION d/b/a	2. Negligent Products Liability	
21	CUISINART, a Connecticut Corporation;	3. Breach of Express Warranty	
22	Defendant.	4. Breach of Implied Warranty of Merchantability	
23		5. Breach of Implied Warranty of Fitness for a Particular Purpose	
24		Finices for a randonal rupose	
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	<u></u>	EMAND FOR JURY TRIAL	
	COMPLAINT AND D	EMAND FOR JURY TRIAL	

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

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#### **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.

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

3. Specifically, said defects manifest themselves when, despite Defendant's 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. Plaintiff in this case was able to
remove the lid while the pressure cooker retained pressure, causing him serious and substantial
bodily injuries and damages.

4. Defendant 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 him.

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<sup>28 &</sup>lt;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".

5. Defendant ignored and/or concealed its 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.

6. As a direct and proximate result of Defendant's 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.

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#### PLAINTIFF GARY CRAIG SMITH

8 7. Plaintiff is a resident and citizen of the city of Huntington Beach, County of Orange,
9 State of California.

10 8. On or about January 6, 2019, 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 11 12while the pressure cooker was still under pressure, during the normal, directed use of the Pressure 13Cooker, 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 14features,"<sup>2</sup> which purport to keep the consumer safe while using the pressure cooker. In addition, 15the incident occurred as the result of Defendant's failure to redesign the pressure cooker, despite the 1617existence of economical, safer alternative designs.

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## DEFENDANT CONAIR CORPORATION d/b/a CUISINART

9. Defendant Cuisinart designs, manufactured, markets, imports, distributes and sells a
variety of consumer kitchen products including pressure cookers, juicers, coffee makers, and airfryers, amongst others.

10. Defendant Cuisinart is a Delaware Corporation, with a principal business located at
One Cummings Point Road, Stamford, CT 06902, and does business in all 50 states. At all times
relevant, Cuisinart substantially participated in the design, manufacture, marketing, distribution and
sale of the subject pressure cooker, which caused Plaintiffs' injuries and damages.

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 $^{2}$  *Id.* at pgs. 6 & 7.

 $1 \|$ 

## 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	5 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	7 Said "Safety System" includes, but is not limited to, the following:		
18	a. <b>Open-and-Close Lid Safety Device:</b> The appliance will not start pressurizing until		
19	the lid is closed and locked properly. <u>The lid cannot be opened if the appliance is</u>		
20	<u>filled with pressure.</u>		
21	b. Pressure Control Device: The correct pressure level is automatically maintained		
22	during the cooking cycle.		
23	c. <b>Pressure Limit Valve:</b> 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.		
27			
28	$^{3}$ Id.		
	4		
	COMPLAINT AND DEMAND FOR JURY TRIAL		

e. Pressure Relief Device: When the pressure cooker reaches the maximum allowable 1  $\mathbf{2}$ pressure and temperature, the cooking pot will move down until lid separates from 3 the sealing ring, releasing air pressure. Thermostat: The power will automatically shut off when the cooking pot f. 4 temperature reaches the preset value, or the pressure cooker is heating without any  $\mathbf{5}$ food inside. 6 Thermal Fuse: The circuit will be opened when the pressure cooker reaches the 7 g. maximum temperature. 8 (emphasis added). 9 1016. By reason of the forgoing acts or omissions, the above-named Plaintiff had the reasonable expectation that the pressure cooker was properly designed and manufactured, free from 11 defects of any kind, and that it was safe for its intended, foreseeable use of cooking. 1213 17. Plaintiff used the pressure cooker for its intended purpose of preparing meals and did so in a manner that was reasonable and foreseeable by the Defendant. 141518. 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 16lid from being removed with normal force while the unit remained pressurized, despite the 17appearance that all the pressure had been released, during the ordinary, foreseeable and proper use 18of cooking food with the product; placing the Plaintiff and similar consumers in danger while using 19the pressure cookers. 202119. Defendant's 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 2223unit remains pressurized. 20. 24Further, Defendant's representations about "safety" are not just misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly in harm's way. 252621. Economic, safer alternative designs were available that could have prevented the Pressure Cooker's lid from being rotated and opened while pressurized. 2728

22. As a direct and proximate result of Defendant's 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.

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

10 FIRST CAUSE OF ACTION 11 STRICT PRODUCTS LIABILITY PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGANST CONAIR CORPORATION 1213 D/B/A CUISINART, ALLEGES AS FOLLOWS: 24. Plaintiff incorporates by reference each preceding and succeeding paragraph as 1415though set forth fully at length herein. 25. At the time of Plaintiff's injuries, Defendant's pressure cookers were defective and 1617unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

18 26. Defendant's pressure cookers were in the same or substantially similar condition as19 when they left the possession of the Defendant.

27. Plaintiff and his family did not misuse or materially alter the pressure cooker.

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

23 29. Further, a reasonable person would conclude that the possibility and serious of harm
24 outweighs the burden or cost of making the pressure cookers safe. Specifically:

- a. The pressure cookers designed, manufactured, sold, and supplied by Defendant were
   defectively designed and placed into the stream of commerce in a defective and
   unreasonably dangerous condition for consumers;
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1	b. The seriousness of the potential burn injuries resulting from the product drastically	
2	outweighs any benefit that could be derived from its normal, intended use;	
3	c. Defendant failed to properly market, design, manufacture, distribute, supply, and sell	
4	the pressure cookers, despite having extensive knowledge that the aforementioned	
5	injuries could and did occur;	
6	d. Defendant failed to warn and place adequate warnings and instructions on the	
7	pressure cookers;	
8	e. Defendant failed to adequately test the pressure cookers; and	
9	f. Defendant failed to market an economically feasible alternative design, despite the	
10	existence of economical, safer alternatives, that could have prevented the Plaintiff's	
11	injuries and damages.	
12	30. Defendant's actions and omissions were the direct and proximate cause of the	
13	Plaintiff's injuries and damages.	
14	31. Defendant's conduct, as described above, was extreme and outrageous. Defendant	
15	is risked the safety and well-being of the consumers and users of its pressure cookers, including the	
16	B Plaintiff to this action, with the knowledge of the safety and efficacy problems.	
17	WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with	
18	interest, costs of suit, and all such other relief as the Court deems proper.	
19	SECOND CAUSE OF ACTION	
20	NEGLIGENT PRODUCTS LIABILITY	
21	PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGANST CONAIR	
22	CORPORATION D/B/A CUISINART, ALLEGES AS FOLLOWS:	
23	32. Plaintiff incorporates by reference each preceding and succeeding paragraph as	
24	though set forth fully at length herein.	
25	33. Defendant had a duty of reasonable care to design, manufacture, market, and self	
26	non-defective pressure cookers that are reasonably safe for its intended uses by consumers, such as	
27	Plaintiff and his family.	
28		
	7 COMPLAINT AND DEMAND FOR JURY TRIAL	

1	34. Defendant failed to exercise ordinary care in the manufacture, sale, warnings, quality	
2	assurance, quality control, distribution, advertising, promotion, sale and marketing of its pressure	
3	cookers in that Defendant knew or should have known that said pressure cookers created a high risk	
4	of unreasonable harm to the Plaintiff and consumers alike.	
<b>5</b>	35. Defendant was negligent in the design, manufacture, advertising, warning, marketing	
6	and sale of its pressure cookers in that, among other things, they:	
7	a. Failed to use due care in designing and manufacturing the pressure cookers to avoid	
8	the aforementioned risks to individuals;	
9	b. Placed an unsafe product into the stream of commerce;	
10	c. Aggressively over-promoted and marketed its pressure cookers through television,	
11	social media, and other advertising outlets; and	
12	d. Were otherwise careless or negligent.	
13	36. Despite the fact that Defendant knew or should have known that consumers were	
14	able to remove the lid while the pressure cookers were still pressurized, Defendant continued to	
15	market (and continue to do so) its pressure cookers to the general public.	
16	37. Defendant's conduct, as described above, was extreme and outrageous. Defendant	
17	risked the safety and well-being of the consumers and users of its pressure cookers, including the	
18	Plaintiff to this action, with the knowledge of the safety and efficacy problems.	
19	WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with	
20	) interest, costs of suit, and all such other relief as the Court deems proper.	
21	THIRD CAUSE OF ACTION	
22	BREACH OF EXPRESS WARRANTY	
23	PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGANST CONAIR CORPORATION	
24	D/B/A CUISINART, ALLEGES AS FOLLOWS:	
25	38. Plaintiff incorporates by reference each preceding and succeeding paragraph as	
26	though set forth fully at length herein.	
27	39. Defendant expressly warranted that its pressure cookers were safe and effective to	
28	members of the consuming public, including Plaintiff and his family. Moreover, Defendant	
	8	
	COMPLAINT AND DEMAND FOR JURY TRIAL	

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

3 a. "Open-and-Close Lid Safety Device: The appliance will not start pressurizing until the lid is closed and locked properly. The lid cannot be opened if the 4 appliance is filled with pressure.<sup>4</sup>  $\mathbf{5}$ 40. Members of the consuming public, including consumers such as the Plaintiff, were 6 the intended third-party beneficiaries of the warranty. 7 8 41. Defendant marketed, promoted and sold its pressure cookers as a safe product, complete with "safety features." 9 42. 10 Defendant's 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 11 appearance that the pressure has been released, making the pressure cookers not safe for use by 1213 consumers. Defendant breached its express warranties in one or more of the following ways: 43. 14The pressure cookers as designed, manufactured, sold and/or supplied by the 15a. Defendant were defectively designed and placed into the stream of commerce by 16Defendant in a defective and unreasonably dangerous condition; 17b. Defendant failed to warn and/or place adequate warnings and instructions on its 18pressure cookers; 1920Defendant failed to adequately test its pressure cookers; and c. 21d. Defendant failed to provide timely and adequate post-marketing warnings and instructions after they knew the risk of injury from its pressure cookers. 222344. Plaintiff used the pressure cooker with the reasonable expectation that it was properly 24designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of cooking. 25262728<sup>4</sup> *Id*.

45. Plaintiff's injuries were the direct and proximate result of Defendant's breach of its 1  $\mathbf{2}$ express warranties. 3 46. Defendant's conduct, as described above, was extreme and outrageous. Defendant risked the safety and well-being of the consumers and users of its pressure cookers, including the 4 Plaintiff to this action, with the knowledge of the safety and efficacy problems.  $\mathbf{5}$ 6 WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. 7 8 FOURTH CAUSE OF ACTION

#### BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

10PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGANST CONAIR11CORPORATION D/B/A CUISINART, ALLEGES AS FOLLOWS:

12 47. Plaintiff incorporates by reference each preceding and succeeding paragraph as13 though set forth fully at length herein.

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

49. Members of the consuming public, including consumers such as Plaintiff, wereintended third-party beneficiaries of the warranty.

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

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

52. Plaintiff 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.

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

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1	54. Defendant's conduct, as described above, was extreme and outrageous. Defendant	
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.	
4	WHEREFORE, Plaintiff demands judgment against Defendant for damages, together with	
5	interest, costs of suit, and all such other relief as the Court deems proper.	
6	FIFTH CAUSE OF ACTION	
7	BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE	
8	PLAINTIFF, FOR A FIFTH CAUSE OF ACTION AGANST CONAIR CORPORATION	
9	D/B/A CUISINART, ALLEGES AS FOLLOWS:	
10	55. Plaintiff incorporates by reference each preceding and succeeding paragraph as	
11	though set forth fully at length herein.	
12	56. Defendant manufactured, supplied, and sold its pressure cookers with an implied	
13	warranty that they were fit for the particular purpose of cooking quickly, efficiently and safely.	
14	57. Members of the consuming public, including consumers such as Plaintiff, were the	
15	intended third-party beneficiaries of the warranty.	
16	58. Defendant's pressure cookers were not fit for the particular purpose as a safe means	
17	of cooking, due to the unreasonable risks of bodily injury associated with its use.	
18	59. Plaintiff reasonably relied on Defendant's representations that its pressure cookers	
19	were a quick, effective and safe means of cooking.	
20	60. Defendant's breach of the implied warranty of fitness for a particular purpose was	
21	the direct and proximate cause of Plaintiff's injuries and damages.	
22	61. Defendant's conduct, as described above, was extreme and outrageous. Defendant	
23	risked the safety and well-being of the consumers and users of its pressure cookers, including the	
24	Plaintiff to this action, with the knowledge of the safety and efficacy problems.	
25	WHEREFORE, Plaintiff demands judgment against Defendant for, together with interest,	
26	costs of suit, and all such other relief as the Court deems proper.	
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#### **INJURIES & DAMAGES**

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

63. As a direct and proximate result of Defendant's negligence and wrongful
misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full
enjoyment of life and disfigurement as a result of the incident on or about January 6, 2019. Plaintiff
is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendant
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.

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#### PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

A. That Plaintiff has a trial by jury on all of the claims and iss	sues;
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21B.That judgment be entered in favor of the Plaintiff and against Defendant on all of the22aforementioned claims and issues;

C. That Plaintiff recover all damages against Defendant, general damages and special
damages, including economic and non-economic, to compensate the Plaintiff for his
injuries and suffering sustained because of the use of the Defendant' defective
pressure cooker;

D. That all costs be taxed against Defendant;

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

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1	F. That this Court awards any other	relief that it may deem equitable and just, or that	
2	2 may be available under the law of	of another forum to the extent the law of another	
3	forum is applied, including but no	t limited to all reliefs prayed for in this Complaint	
4	and in the foregoing Prayer for Re	elief.	
5			
6	Bated: December 30, 2020	HARLAN LAW, PC	
7	7	By: /s/ Jordon R. Harlan, Esq.	
8	3	Jordon R. Harlan, Esq. (CA #273978)	
9	)	In association with:	
10		JOHNSON BECKER, PLLC	
11		Kenneth W. Pearson, Esq. (MN #016088X)	
12		<i>Pro Hac Vice to be filed</i> Adam J. Kress, Esq. (MN #0397289)	
13		<i>Pro Hac Vice to be filed</i> 444 Cedar Street, Suite 1800	
14	St. Paul, MN 55101 Telephone: (612) 436-1800 Fax: (612) 436-1801 Email: kpearson@johnsonbecker.com		
15			
16		Email: akress@johnsonbecker.com	
17 18			
10 19			
10 20	DEMAND FO	R JURY TRIAL	
<b>-</b> 0 21			
22	Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.		
23		HARLAN LAW, P.C.	
24			
25	5		
26	3	<u>/s/ Jordon R. Harlan, Esq.</u> Jordon R. Harlan, Esq. (CA #273978)	
27	7		
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	COMPLAINT AND DEM	AND FOR JURY TRIAL	

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# EXHIBIT A

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# Cuisinart INSTRUCTION BOOKLET

Recipe Booklet Reverse Side



## Cuisinart<sup>™</sup> Electric Pressure Cooker CPC-600 Series

For your safety and continued enjoyment of this product, always read the instruction book carefully before using.

IB-7077

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## IMPORTANT SAFEGUARDS

When using electrical appliances, basic safety precautions should always be followed including the following:

#### 1. Read all instructions.

- 2. Do not touch hot surfaces of pressure cooker. Use handles only.
- 3. Close supervision is necessary when the pressure cooker is used near children. It is not intended for use by children.
- 4. NEVER ATTEMPT TO OPEN LID WHILE THE UNIT IS OPERATING. Do not open the pressure cooker until the unit has cooled and all internal pressure has been released. If lid is difficult to rotate, this indicates that the cooker is still pressurized. Do not force it to open. Any pressure in the cooker can be hazardous. See Operating Instructions, page 5.
- 5. Do not place the pressure cooker in a heated oven or on any stovetop.
- 6. Extreme caution must be used when moving a pressure cooker containing hot liquids or foods.
- 7. Do not use the pressure cooker for other than intended use.
- This appliance cooks under pressure. Improper use may result in scalding injury. Make certain unit is properly closed before operating. See Operating Instructions, page 5.
- 9. Do not fill unit over ⅔ full. When cooking foods that expand during cooking, such as dried vegetables, legumes, beans, and grains, do not fill the unit over ½ full. Overfilling may cause a risk of clogging the pressure limit valve and developing excess pressure.
- To protect against electrical shock, do not immerse cord, plugs, or outer vessel in water or other liquids.
- Unplug from outlet when not in use and before cleaning. Allow to cool before putting on or removing parts.

- 12. Do not operate any appliance with a damaged cord or plug or after the appliance malfunctions or has been damaged in any manner.
- Do not let cord hang over edge of table or counter, or touch hot surfaces.
- 14. Use of accessories not specifically recommended by Cuisinart may cause damage to unit.
- 15. Do not use outdoors.
- 16. Do not use under hanging cabinets; steam from pressure release may cause damage.
- 17. Always attach plug to appliance first, before plugging into wall outlet. To disconnect, turn control to "off", then remove plug from outlet.
- 18. Be aware that certain foods, such as applesauce, cranberries, pearl barley, oatmeal and other cereals, split peas, noodles, macaroni, rhubarb, or spaghetti can foam, froth and sputter, and clog the pressure release devices. These foods should not be cooked in a pressure cooker unless following a Cuisinart<sup>™</sup> Electric Pressure Cooker recipe.
- 19. Always check the pressure release devices for clogging before use.
- 20. Do not use this pressure cooker for pressure frying oil.

## SAVE THESE INSTRUCTIONS FOR HOUSEHOLD USE ONLY SPECIAL CORD SET INSTRUCTIONS

A short power-supply cord is provided to reduce the risks resulting from becoming entangled in or tripping over a longer cord.

Longer extension cords are available and may be used if care is exercised in their use. If a long extension cord is used, the marked electrical rating of the extension cord must be at least as great as the electrical rating of the appliance, and the longer cord should be arranged so that it will not drape over the or tabletop where it can be pulled on by children or tripped over.

## CONTENTS

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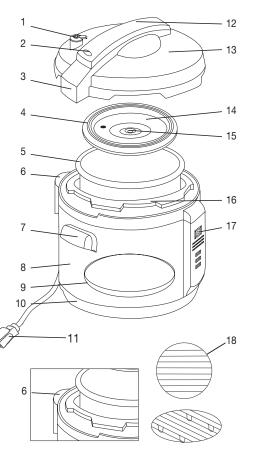
## INTRODUCTION

You're about to experience a better, faster, and healthier way of cooking. Your Cuisinart<sup>™</sup> Electric Pressure Cooker seals in steam to cook hotter and faster, and it seals in nutrients as well. Cook in less water and experience textures and tastes that are simply sensational. Features easy touch-button settings, a countdown timer, and a cooking pot big enough for a pot roast with all the fixings. Enjoy!

## PARTS AND FEATURES

- 1. Pressure Limit Valve
- 2. Red Float Valve (Pressure Indicator)
- 3. Push Rod
- 4. Sealing Ring
- 5. Cooking Pot
- 6. Condensation Collector
- 7. Handle
- 8. Outer Body
- 9. Heating Plate
- 10. Base

- 11. Power Cord
- 12. Lid Handle
- 13. Lid
- 14. Sealing Ring Supporting Cover
- 15. Rubber Grommet
- 16. Upper Ring
- 17. Control Panel
- 18. Trivet Used for some recipes such as desserts. See Recipe Booklet.



## **BEFORE FIRST USE**

Remove any packaging materials and promotional labels from your electric pressure cooker.

Be sure all parts have been included before discarding any packaging materials. You may want to keep the box and packing materials for use at a later date.

Before using your Cuisinart<sup>™</sup> Electric Pressure Cooker for the first time, remove any dust from shipping by wiping clean with a damp cloth. Thoroughly clean the lid and the cooking pot. The cooking pot can be cleaned in the dishwasher or with warm soapy water. Rinse with clean water, towel or air dry, and place into the pressure cooker.

- 1. Place the pressure cooker on a clean, flat surface where you intend to cook.
- 2. Place the condensation collector in rear of the unit until it clicks into place (as shown below; also see #6 on diagram, page 3).



3. Place the pressure limit valve on the lid, as shown in figures 5 and 5a. **Note**: The pressure limit valve does not click or lock into place. Even though it will have a loose fit, it is safely secured.

## INSTRUCTIONS FOR USE

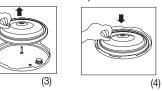
Once the pressure cooker is assembled properly, you are ready to begin pressure cooking.

- 1. To remove lid, grasp handle, turn clockwise and lift.
- 2. Remove cooking pot from pressure cooker and add food and liquids as the recipe directs. **Note**: The total

volume of food and liquid must not exceed 60% of the capacity of the cooking pot (figure 1). For foods such as dried vegetables and beans, or rice and grains, the total volume must not exceed 50% capacity (figure 2). Always use at least ½ cup liquid when pressure cooking.

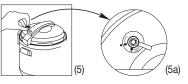


3. To lock the lid in place, remove any food residue from upper rim of cooking pot to ensure a proper seal. Make sure sealing ring is securely in place on sealing ring supporting cover (figure 3). Hold knob on sealing ring supporting cover and press firmly over the center post of inner lid to secure (figure 4). Place lid on pressure cooker and turn it counterclockwise into position.



**Note**: When placing lid on pressure cooker, the float valve should be facing the left.

4. Position the pressure limit valve as directed in figure 5 and 5a, ensuring it is set to the ● position. Note: The pressure limit valve does not click or lock into place. Even though it will have a loose fit, it is safely secured. The float in handle must be fully down to properly seal the pot before cooking.



## OPERATING INSTRUCTIONS

With the unit on and the LED displayed, press the MENU button to select the desired cooking function. The function light will flash.

Select Low or High Pressure setting.

Press TIME to select number of minutes needed for pressure cooking. Time increases in 1-minute increments up to 40 minutes. Time increases in 5-minute increments from 40 to 99 minutes.

Press START/CANCEL to start cooking. The pressure cooker will begin to heat. The red float will rise as pressure builds. When the selected pressure level is reached, the light in lower right-hand corner of LED will stop flashing and remain lit. At this point pressure cooking begins and the timer will start to count down. The timer will not begin to count down until full pressure is reached, which may be several minutes after the red float has fully risen.

**Note:** When cooking under pressure, the red float will rise. The lid is double locked and cannot be opened. NEVER ATTEMPT TO OPEN THE LID WHILE PRESSURE COOKING.

#### Automatic Keep Warm Feature

When LED display reaches [II], the pressure cooker automatically shifts to Keep Warm temperature. The Keep Warm light will turn on and unit will beep to indicate cooking is complete.

**NOTE:** The Keep Warm setting should not be used for more than 12 hours. The quality or texture of the food will begin to change after 1 hour on Keep Warm. In the Keep Warm setting, a little condensation in the upper ring is normal.

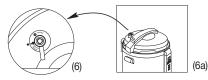
#### To Reset or Cancel

Users can reset the function or cancel the timing setup anytime by pressing the START/CANCEL button.

#### To Remove Lid

When pressure cooking cycle is finished, the unit will automatically switch to the Keep Warm position. At this point you may choose to release pressure in 1 of 3 ways – Natural Pressure Release, Quick Pressure Release, or a combination of both. The choice will be dictated by the particular food being cooked and indications in the recipe. If adapting your own recipe for pressure cooking, find a similar recipe in our recipe booklet and use that as a guide.

- Natural Pressure Release Following pressure cooking, allow the unit to remain on Keep Warm. The pressure will begin to drop – time for pressure to drop will depend on the amount of liquid in the pressure cooker and the length of time that pressure was maintained. Natural Pressure Release will take from 12 to 30 minutes. During this time cooking continues, so it is recommended for certain cuts of meats, and some desserts. When pressure is fully released, the float (pressure indicator) will drop and the lid will unlock to open.
- 2. Quick Pressure Release Following pressure cooking you will hear a series of beeps indicating the process is finished. Turn off and pull the handle of the pressure limit valve forward (see figures 6 and 6a). Do not touch with your hand. Use tongs or another tool.



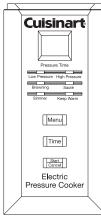
Steam will immediately begin to release through the valve. Keep face and hands away from steam as it is released, and do not release pressure under hanging cabinets, which can be damaged by steam. When pressure is fully released, the pressure indicator will drop and the lid will unlock to open. Using Quick Pressure Release stops the pressure cooking immediately. If further cooking is necessary, the unit may be returned to Pressure, or the food may be further cooked on the Simmer Setting.  Combination Natural Pressure Release and Quick Pressure Release

 For some recipes, we have chosen to use a combination of Natural Pressure Release and Quick Pressure Release. Allow Natural Pressure Release for the time indicated in the recipe (food will continue to cook slightly) followed by Quick Pressure Release.

#### WARNING: USE EXTREME CAUTION WHEN RELEASING PRESSURE. USE TONGS OR SIMILAR UTENSIL TO PULL HANDLE OF PRESSURE LIMIT VALVE FORWARD.

When the red float is completely down, turn the lid clockwise and lift to remove.

## PRESSURE COOKER SETTINGS



1. Low Pressure 2. High Pressure 3. Browning – This preset temperature allows cooking over high heat, without the lid, before pressure cooking. Browning foods in a small amount of fat in this way seals the outer surfaces of meats and vegetables,

visually appealing, flavorful exterior with a moist, tender interior.

- 4. **Sauté** The preset temperature, done prior to pressure cooking with lid removed, allows you to quickly soften vegetables in a small amount of fat or liquid without browning, and to cook items such as rice (Arborio, brown, Carnaroli, white, etc.) for pilafs and risottos.
- Simmer This preset temperature allows you to cook liquids at a lower temperature. It is primarily used to finish cooking some items, i.e. to add ingredients to a risotto, sauce, or

stew or to continue cooking process to achieve preferred texture.

 Keep Warm – Holds and keeps cooked food warm for up to 12 hours (see next page).

## SAFETY VALVES

There are seven safety devices installed in the pressure cooker to assure its reliability.

1. **Open-and-Close Lid Safety Device** The appliance will not start pressurizing until the lid is closed and locked properly.

The lid cannot be opened if the appliance is filled with pressure.

- 2. **Pressure Control Device** The correct pressure level is automatically maintained during the cooking cycle.
- Pressure Limit Valve
   The pressure limit valve will release
   air automatically when the pressure
   inside exceeds the preset
   temperature.
- Anti-Block Cover
   Prevents any food material from blocking the pressure limit valve.
- 5. Pressure Relief Device

When the pressure cooker reaches the maximum allowable pressure and temperature, the cooking pot will move down until lid separates from the sealing ring, releasing air pressure.

6. Thermostat

The power will automatically shut off when the cooking pot temperature reaches the preset value, or the pressure cooker is heating without any food inside.

7. Thermal Fuse

The circuit will be opened when the pressure cooker reaches the maximum temperature.

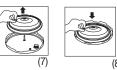
## CLEANING

- 1. Unplug the power cord before cleaning.
- Clean the outer body with a soft cloth such as a paper towel or microfiber cloth. Do not immerse the outer body in water or pour water into it.
- 3. Rinse with warm water the underside of the lid including the sealing ring, pressure limit valve, anti-block cover, air escape and float valve. Dry completely.
- 4. Clean area under upper ring with dampened cloth or micro fiber cloth. Do not use chemical cleaners.
- Cooking pot is dishwasher-safe. To hand-clean the cooking pot, use a soft cloth or sponge and wipe. Be careful not to damage the inside coating. Never use harsh chemicals or scouring pads.
- To clean sealing ring, hold the knob on the sealing ring supporting cover and pull the sealing ring up. After cleaning, put the sealing ring supporting cover back.

## TROUBLESHOOTING

Symptom Possible Reasons		Solutions
	The ring is not properly installed	Reinstall the ring
Lid does not lock	The float is seized by the push rod	Push the rod with hands
Cannot open the lid after air exhaust	The float is still up	Press the float down
	No sealing ring was installed	Install the sealing ring
Air escapes from the rim of	Food residue on sealing ring	Clean sealing ring
the lid	Sealing ring worn out	Replace the sealing ring
	Lid not locked properly	Rotate lid fully
Air escapes from the float	Food stuck on the sealing ring of the float valve	Clean the sealing ring
	The sealing ring on the float wore out	Replace the sealing ring
	The pressure limit valve is not placed properly	Place the device to Pressure
The float will not rise	Not enough food and water	Check recipe for proper quantity
	Air escaping from the rim of the lid and the pressure limit valve	Call our Consumer Service Center toll free at 1-800-726-0190

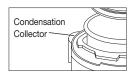
**Note:** The side with the knob should face outward. Do not put it upside down (figures 7 and 8).



- 7. To clean rubber grommet located in center of sealing ring supporting cover, carefully remove the sealing ring supporting cover and clean the grommet, then replace it.
- 8. To clean the pressure limit valve, remove and rinse it with water, then replace it (figure 9).

(9)

 To clean the condensation collector, remove and clean it with warm soapy water, then reinstall it.



## WARRANTY LIMITED THREE-YEAR WARRANTY

This warranty is available to consumers only. You are a consumer if you own a Cuisinart<sup>™</sup> Electric Pressure Cooker that was purchased at retail for personal, family or household use. Except as otherwise required under applicable law, this warranty is not available to retailers or other commercial purchasers or owners.

We warrant that your Cuisinart<sup>™</sup> Electric Pressure Cooker will be free of defects in materials and workmanship under normal home use for 3 years from the date of original purchase.

We suggest you complete and return the enclosed product registration card promptly to facilitate verification of the date of original purchase. However, return of the product registration card does not eliminate the need for the consumer to maintain the original proof of purchase in order to obtain the warranty benefits. In the event that you do not have proof of purchase date, the purchase date for purposes of this warranty will be the date of manufacture.

If your Cuisinart<sup>™</sup> Electric Pressure Cooker should prove to be defective within the warranty period, we will repair it, or if we think necessary, replace it. To obtain warranty service, simply call our toll-free number 1-800-726-0190 for additional information from our Customer Service Representatives, or send the defective product to Customer Service at Cuisinart, 150 Milford Road, East Windsor, NJ 08520.

To facilitate the speed and accuracy of your return, please enclose \$10.00 for shipping and handling of the product.

Please pay by check or money order (California residents need only supply proof of purchase and should call 1-800-726-0190 for shipping instructions).

NOTE: For added protection and secure handling of any Cuisinart<sup>®</sup> product that is being returned, we recommend you use a traceable, insured delivery service. Cuisinart cannot be held responsible for in-transit damage or for packages that are not delivered to us. Lost and/or damaged products are not covered under warranty. Please be sure to include your return address, daytime phone number, description of the product defect, product model number (located on bottom of product), original date of purchase, and any other information pertinent to the product's return. Your Cuisinart<sup>™</sup> Electric Pressure Cooker has been manufactured to the strictest specifications and has been designed for use with the authorized accessories and replacement parts.

This warranty expressly excludes any defects or damages caused by accessories, replacement parts, or repair service other than those that have been authorized by Cuisinart.

This warranty does not cover any damage caused by accident, misuse, shipment or other ordinary household use.

This warranty excludes all incidental or consequential damages. Some states do not allow the exclusion or limitation of these damages, so they may not apply to you.

CALIFORNIA RESIDENTS ONLY:

California law provides that for In-Warranty Service, California residents have the option of returning a nonconforming product (A) to the store where it was purchased or (B) to another retail store which sells Cuisinart products of the same type.

The retail store shall then, at its discretion, either repair the product, refer the consumer to an independent repair facility, replace the product, or refund the purchase price less the amount directly attributable to the consumer's prior usage of the product. If the above two options do not result in the appropriate relief to the consumer, the consumer may then take the product to an independent repair facility if service or repair can be economically accomplished. Cuisinart and not the consumer will be responsible for the reasonable cost of such service, repair, replacement, or refund for nonconforming products under warranty.

California residents may also, according to their preference, return nonconforming products directly to Cuisinart for repair, or if necessary, replacement, by calling our Consumer Service Center toll-free at 1-800-726-0190.

Cuisinart will be responsible for the cost of the repair, replacement, and shipping and handling for such products under warranty.

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