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17 ***Attorneys for Plaintiff***

18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA**

20 **DESARAE CHAVARRIA**, an
21 individual,

22 Plaintiff,

23 v.

24 **SENSIO, INC. dba BELLA**
25 **HOUSEWARES**, a Canadian
26 Corporation,

27 Defendant.

Case Number:

**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

28 Plaintiff, **DESARAE CHAVARRIA** (hereafter referred to as "Plaintiff"),
by and through her undersigned counsel, **JOHNSON BECKER, PLLC** and

Join the hundreds of people holding manufacturers accountable for defective and unsafe pressure cookers by asserting your pressure cooker personal injury claim.

Pressure cooker manufacturers market their products as a quick, healthy and safe way to cook. However, the reality is that many of the pressure cookers on the market have serious design flaws that can lead to severe malfunctions. These malfunctions can cause steam and scalding hot liquids and food to explode out of the pressure cooker, burning the user and anyone nearby.

The pressure cooker litigation team at Johnson Becker is experienced at holding manufacturers responsible for defective products. Over the last four years, Johnson Becker has represented over 500 people in more than 40 states who have been burned by exploding pressure cookers. In addition, we have handled pressure cooker cases against virtually all of the major name-brand manufacturers.

Each pressure cooker lawsuit is dependent on its own unique facts, but our firm continues to successfully file lawsuits against the manufacturers of defective pressure cookers and obtain settlements for our clients. We believe that holding manufacturers responsible for our clients' injuries not only helps our clients, but prevents future injuries by forcing manufacturers to evaluate and improve the safety of their products.

What Our Clients Say About Us . . .

“Johnson Becker was so helpful and easy to work with. They were always immediately available to answer my questions and they kept me up to date every step of the way. All the staff were extremely compassionate and professional. If you need a firm to handle your litigation, I highly recommend Johnson Becker.” -*Sandy F.*

“My experience with Johnson and Becker especially working with Mr Adam and Mr Mike has been beyond explainable. They are an amazing team. Mr Adam has been in touch with me throughout the whole process, never left me wondering. This law firm has worked with me to get the best results and . . . everything they said they would do, they did it. I would highly recommend them to anyone who needs a great law firm.” -*Brenika L.*

“The service we received from Adam Kress and his team was outstanding. We came away feeling like we had a new friend. Our biggest surprise was that this company not only works on getting money for their clients, they actually care about getting unsafe products off the market. Thanks Johnson and Becker for making us feel like we helped make the world a little safer!” -*Ken C.*

Meet Our Pressure Cooker Attorneys:

Combined, they have over 55 years of experience holding manufacturers accountable when they choose to put profits over safety.

Michael Johnson

is a founding partner of Johnson Becker and the Co-Chair of its Consumer Products and Mass Tort Departments. Michael exclusively represents



individuals across the country injured by defective and dangerous products, with an emphasis on consumer goods. Michael has battled major product manufacturers at trial, in the appellate courts, and all the way to the U.S. Supreme Court.

Kenneth Pearson

is a partner at Johnson Becker. A graduate of Harvard Law School, Ken began his career representing product manufacturers.

He now draws on that experience to exclusively represent individuals seeking recovery for product-related personal injuries in state and federal courts nationwide.



Adam Kress

began his career at Johnson Becker in 2013, and has exclusively represented plaintiffs in product liability, personal injury and wrongful death claims. Adam co-chairs the firm's Consumer Products Department.



1 **HARLAN LAW, P.C.**, hereby submits the following Complaint and Demand for
2 Jury Trial against Defendant **SENSIO, INC. dba BELLA HOUSEWARES**,
3 alleges the following upon personal knowledge and belief, and investigation of
4 counsel:

5 **NATURE OF THE CASE**

6 1. Defendant Sensio, Inc. d/b/a Bella (“Defendant Bella”) designs,
7 manufactures, markets, imports, distributes and sells consumer kitchen
8 products, including the subject “Bella 8qt 10 in 1 Multicooker,” which
9 specifically includes the Model Number M-80B23G (referred to hereafter as
10 “pressure cooker(s)”) that is at issue in this case.

11 2. Defendant Bella boasts that its pressure cookers feature a “[s]afety
12 locking lid [that] unlocks only once pressure is released.”¹ Despite Defendant’s
13 claims of “safety,”² it designed, manufactured, marketed, imported, distributed
14 and sold, both directly and through third-party retailers, a product that suffers
15 from serious and dangerous defects. Said defects cause significant risk of bodily
16 harm and injury to its consumers.

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

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27 ¹ See <https://bellahousewares.com/products-bella/6qt-pressure-cooker-touch-pad/> (last
accessed February 21, 2022)

28 ² See Bella 6qt 10 in 1 Multicooker Model Number M-60B23G Owner’s Manual, pg.4,
attached hereto as Exhibit A an incorporated by reference.

1 retained pressure, causing her serious and substantial bodily injuries and
2 damages.

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

8 5. As a direct and proximate result of Defendant Bella's conduct, the
9 Plaintiff in this case incurred significant and painful bodily injuries, medical
10 expenses, physical pain, mental anguish, and diminished enjoyment of life.

11 **PLAINTIFF DESARAE CHAVARRIA**

12 6. Plaintiff is a resident and citizen of the city of North Highlands,
13 County of Sacramento, State of California.

14 7. On or about March 2, 2020, Plaintiff suffered serious and
15 substantial burn injuries as the direct and proximate result of the pressure
16 cooker's lid being able to be rotated and opened while the pressure cooker was
17 still under pressure, during the normal, directed use of the pressure cooker,
18 allowing its scalding hot contents to be forcefully ejected from the pressure
19 cooker and onto Plaintiff. The incident occurred as a result of the failure of the
20 pressure cookers supposed "safety locking lid,"³ which purports that "the lid will
21 not come off when it is in the LOCK position." In addition, the incident occurred
22 as the result of Defendant's failure to redesign the pressure cooker, despite the
23 existence of economical, safer alternative designs.

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³ *Id.*

1 **DEFENDANT SENSIO, INC. D/B/A BELLA**

2 8. Defendant Bella designs, manufactures, markets, imports,
3 distributes and sells a variety of consumer kitchen products including pressure
4 cookers, juicers, coffee makers, and air-fryers, amongst others.

5 9. Defendant Bella is a Canadian Corporation, with a principal place
6 of business located at 610 East River Road, STE 260, New Glasgow, Nova Scotia
7 B2H 3S2

8 **JURISDICTION AND VENUE**

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

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

16 12. Jurisdiction in this Court is also proper in that Defendant Bella has
17 established sufficient minimum contacts with the State of California through
18 the sale and distribution of its products.

19 **FACTUAL BACKGROUND**

20 13. Defendant Bella is engaged in the business of designing,
21 manufacturing, warranting, marketing, importing, distributing and selling the
22 pressure cookers at issue in this litigation.

23 14. Defendant Bella boasts that its pressure cookers feature a “[s]afety
24 locking lid [that] unlocks only once pressure is released.”⁴

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28 ⁴ See <https://bellahousewares.com/products-bella/6qt-pressure-cooker-touch-pad/> (last accessed June 7, 2021)

1 15. According to the Owner’s Manual accompanying each individual
2 unit sold, the pressure cookers’ “safety locking lid” purportedly keeps the lid
3 from the pressure cooker from opening once pressurize. Specifically:

4 a. “For your safety the lid will not come off when it is in the
5 LOCK position.”⁵

6 16. By reason of the forgoing acts or omissions, the above-named
7 Plaintiff and her family purchased the pressure cooker with the reasonable
8 expectation that it was properly designed and manufactured, free from defects
9 of any kind, and that it was safe for its intended, foreseeable use of cooking.

10 17. Plaintiff used her pressure cooker for its intended purpose of
11 preparing meals for herself and/or family and did so in a manner that was
12 reasonable and foreseeable by the Defendant Bella.

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

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

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

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⁵ See Bella 6qt 10 in 1 Multicooker Model Number M-60B23G Owner’s Manual, pg.4.

1 21. Economic, safer alternative designs were available that could have
2 prevented the Pressure Cooker’s lid from being rotated and opened while
3 pressurized.

4 22. Defendant Bella knew or should have known that its pressure
5 cookers possessed defects that pose a serious safety risk to Plaintiff and the
6 public. Nevertheless, Defendant Bella continues to ignore and/or conceal its
7 knowledge of the pressure cookers’ defects from the general public and continues
8 to generate a substantial profit from the sale of their pressure cookers.

9 23. As a direct and proximate result of Defendant Bella’s concealment
10 of such defects, its failure to warn consumers of such defects, its negligent
11 misrepresentations, its failure to remove a product with such defects from the
12 stream of commerce, and its negligent design of such products, Plaintiff used an
13 unreasonably dangerous pressure cooker, which resulted in significant and
14 painful bodily injuries upon Plaintiff’s simple removal of the lid of the Pressure
15 Cooker.

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

21 **FIRST CAUSE OF ACTION**

22 **STRICT PRODUCTS LIABILITY**

23 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGANST SENSIO,
24 INC. dba BELLA HOUSEWARES ALLEGES AS FOLLOWS:

25 25. Plaintiff incorporates by reference each preceding and succeeding
26 paragraph as though set forth fully at length herein.
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1 26. At the time of Plaintiff's injuries, Defendant's pressure cookers were
2 defective and unreasonably dangerous for use by foreseeable consumers,
3 including Plaintiff.

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

6 28. Plaintiff and her family did not misuse or materially alter the
7 pressure cooker.

8 29. The pressure cookers did not perform as safely as an ordinary
9 consumer would have expected them to perform when used in a reasonably
10 foreseeable way.

11 30. Further, a reasonable person would conclude that the possibility
12 and serious of harm outweighs the burden or cost of making the pressure
13 cookers safe. Specifically:

- 14 a. The pressure cookers designed, manufactured, sold, and supplied by
15 Defendant were defectively designed and placed into the stream of
16 commerce in a defective and unreasonably dangerous condition for
17 consumers;
- 18 b. The seriousness of the potential burn injuries resulting from the
19 product drastically outweighs any benefit that could be derived from
20 its normal, intended use;
- 21 c. Defendant failed to properly market, design, manufacture,
22 distribute, supply, and sell the pressure cookers, despite having
23 extensive knowledge that the aforementioned injuries could and did
24 occur;
- 25 d. Defendant failed to warn and place adequate warnings and
26 instructions on the pressure cookers;
- 27 e. Defendant failed to adequately test the pressure cookers; and
28

1 f. Defendant failed to market an economically feasible alternative
2 design, despite the existence of economical, safer alternatives, that
3 could have prevented the Plaintiff injuries and damages.

4 31. Defendant actions and omissions was the direct and proximate
5 cause of the Plaintiff's injuries and damages.

6 **WHEREFORE**, Plaintiff demands judgment against Defendant for
7 damages, together with interest, costs of suit and all such other relief as the
8 Court deems proper.

9 **SECOND CAUSE OF ACTION**

10 **NEGLIGENT PRODUCTS LIABILITY**

11 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST SENSIO,
12 INC. dba BELLA HOUSEWARES ALLEGES AS FOLLOWS:

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

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

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

23 35. Defendant were negligent in the design, manufacture, advertising,
24 warning, marketing and sale of its pressure cookers in that, among other things,
25 they:

- 26 a. Failed to use due care in designing and manufacturing the pressure
27 cookers to avoid the aforementioned risks to individuals;
28 b. Placed an unsafe product into the stream of commerce;

- 1 c. Aggressively over-promoted and marketed its pressure cookers
2 through television, social media, and other advertising outlets; and
3 d. Were otherwise careless or negligent.

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

8 **WHEREFORE**, Plaintiff demands judgment against Defendant for
9 damages, together with interest, costs of suit, and all such other relief as the
10 Court deems proper.

11 **THIRD CAUSE OF ACTION**

12 **BREACH OF EXPRESS WARRANTY**

13 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST SENSIO,
14 INC. dba BELLA HOUSEWARES ALLEGES AS FOLLOWS:

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

17 38. Defendant expressly warranted that its pressure cookers were safe
18 and effective to members of the consuming public, including Plaintiff and her
19 family. Moreover, Defendant expressly warranted that the lid of the pressure
20 cooker could not be removed while the unit remained pressurized. For example,
21 the pressure cooker Owner's Manual states that "[f]or your safety the lid will
22 not come off when it is in the LOCK position." ⁶

23 39. Members of the consuming public, including consumers such as the
24 Plaintiff, were the intended third-party beneficiaries of the warranty.

25 40. Defendant marketed, promoted and sold its pressure cookers as a
26 safe product, complete with "safety features."

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⁶ *Id.*

1 41. Defendant's pressure cookers do not conform to these express
2 representations because the lid can be removed using normal force while the
3 units remain pressurized, despite the appearance that the pressure has been
4 released, making the pressure cookers not safe for use by consumers.

5 42. Defendant breached their express warranties in one or more of the
6 following ways:

7 a. The pressure cookers as designed, manufactured, sold and/or
8 supplied by the Defendant, were defectively designed and placed
9 into the stream of commerce by Defendant in a defective and
10 unreasonably dangerous condition;

11 b. Defendant failed to warn and/or place adequate warnings and
12 instructions on their pressure cookers;

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

14 d. Defendant failed to provide timely and adequate post-marketing
15 warnings and instructions after they knew the risk of injury from
16 their pressure cookers.

17 43. Plaintiff used the pressure cooker with the reasonable expectation
18 that it was properly designed and manufactured, free from defects of any kind,
19 and that it was safe for its intended, foreseeable use of cooking.

20 44. Plaintiff's injuries were the direct and proximate result of
21 Defendant's breach of their express warranties.

22 **WHEREFORE**, Plaintiff demands judgment against Defendant for
23 damages, together with interest, costs of suit, attorneys' fees, and all such other
24 relief as the Court deems proper.

25 **FOURTH CAUSE OF ACTION**

26 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

27 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST SENSIO,
28 INC. dba BELLA HOUSEWARES ALLEGES AS FOLLOWS:

1 45. Plaintiff incorporates by reference each preceding and succeeding
2 paragraph as though set forth fully at length herein.

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

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

9 48. Plaintiff reasonably relied on Defendant's representations that its
10 pressure cookers were a quick, effective and safe means of cooking.

11 49. Defendant's pressure cookers were not merchantable because they
12 had the propensity to lead to the serious personal injuries as described herein
13 in this Complaint.

14 50. Plaintiff used the pressure cooker with the reasonable expectation
15 that it was properly designed and manufactured, free from defects of any kind,
16 and that it was safe for its intended, foreseeable use of cooking.

17 51. Defendant's breach of implied warranty of merchantability was the
18 direct and proximate cause of Plaintiff's injury and damages.

19 **WHEREFORE**, Plaintiff demands judgment against Defendant for
20 damages, together with interest, costs of suit, and all such other relief as the
21 Court deems proper.

22 **FIFTH CAUSE OF ACTION**

23 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A**

24 **PARTICULAR PURPOSE**

25 PLAINTIFF, FOR A FIFTH CAUSE OF ACTION AGAINST SENSIO,
26 INC. dba BELLA HOUSEWARES ALLEGES AS FOLLOWS:

27 52. Plaintiff incorporates by reference each preceding and succeeding
28 paragraph as though set forth fully at length herein.

1 53. Defendant manufactured, supplied, and sold its pressure cookers
2 with an implied warranty that they were fit for the particular purpose of cooking
3 quickly, efficiently and safely.

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

6 55. Defendant's pressure cookers were not fit for the particular purpose
7 as a safe means of cooking, due to the unreasonable risks of bodily injury
8 associated with their use.

9 56. Plaintiff reasonably relied on Defendant's representations that its
10 pressure cookers were a quick, effective and safe means of cooking.

11 57. Defendant's breach of the implied warranty of fitness for a
12 particular purpose was the direct and proximate cause of Plaintiff's injuries and
13 damages.

14 **WHEREFORE**, Plaintiff demands judgment against Defendant for
15 damages, together with interest, costs of suit, attorneys' fees, and all such other
16 relief as the Court deems proper.

17 **DAMAGES**

18 58. As a direct and proximate result of Defendant Bella's strict liability,
19 negligence, breaches of warranty and other wrongful conduct as described
20 herein, Plaintiff has suffered and will continue to suffer physical and emotional
21 injuries and damages including past, present, and future physical and
22 emotional pain and suffering as a result of the incident. Plaintiff is entitled to
23 recover damages from Defendant Bella for these injuries in an amount which
24 shall be proven at trial.

25 59. As a direct and proximate result of Defendant Bella' strict liability,
26 negligence, breaches of warranty and other wrongful conduct as described
27 herein, Plaintiff has incurred and will continue to incur the loss of full
28 enjoyment of life and disfigurement as a result of the incident. Plaintiff is

1 entitled to recover damages for loss of the full enjoyment of life and
2 disfigurement from Defendant Bella in an amount to be proven at trial.

3 60. As a direct and proximate cause of Defendant Bella's strict liability,
4 negligence, breaches of warranty and other wrongful conduct as described
5 herein, Plaintiff has incurred medical treatment expenses, as well as other
6 expenses, as a result of the severe injuries she suffered from the incident.
7 Plaintiff is entitled to recover damages from Defendant Bella for her past,
8 present and future medical and other expenses in an amount which shall be
9 proven at trial.

10 **PRAYER FOR RELIEF**

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

- 13 A. That Plaintiff has a trial by jury on all of the claims and issues;
14 B. That judgment be entered in favor of the Plaintiff and against
15 Defendants on all of the aforementioned claims and issues;
16 C. That Plaintiff recover all damages against Defendant, general
17 damages and special damages, including economic and non-
18 economic, to compensate the Plaintiff for her injuries and suffering
19 sustained because of the use of the Defendants' defective pressure
20 cooker;
21 D. That all costs be taxed against Defendant;
22 E. That prejudgment interest be awarded according to proof;
23 F. That Plaintiff be awarded attorney's fees to the extent permissible
24 under California law; and

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

5
6 **HARLAN LAW, P.C**

7 Dated: February 25, 2022

/s/ Jordon Harlan, Esq.
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12 *In association with:*

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DEMAND FOR JURY TRIAL

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

Dated: February 25, 2022 HARLAN LAW, PC

By: /s/ Jordon Harlan, Esq.
Jordon R. Harlan, Esq.