

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

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

16 *Attorneys for Plaintiff Kathleen Hoenow*

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

19 **KATHLEEN HOENOW**, an individual,

20 **Plaintiff,**

21 **v.**

22 **SUNBEAM PRODUCTS, INC.**, a
23 Florida Corporation,

24 **Defendant.**

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

25 Plaintiff, **KATHLEEN HOENOW** (hereafter referred to as “Plaintiff”), by and
26 through her undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW,**
27 **P.C.**, hereby submits the following Complaint and Demand for Jury Trial against
28 Defendant **SUNBEAM PRODUCTS, INC.**, and alleges the following upon personal

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.

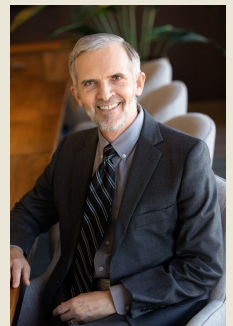
Michael Johnson

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 knowledge and belief, and investigation of counsel:

2 **NATURE OF THE CASE**

3 1. Defendant Sunbeam Products, Inc. (hereinafter generally referred to as
4 “Defendant Sunbeam”) designs, manufactures, markets, imports, distributes and sells
5 a wide-range of consumer products, including the subject “Crock-Pot Express Crock
6 Multicooker,” which specifically includes the Model Number SCCPPC 600-V1 (referred
7 to hereafter as “Pressure Cooker(s”).

8 2. Defendant Sunbeam touts that its Pressure Cookers are designed with
9 “safety in mind,”¹ which include supposed “safety measures”² such as “safety sensors”³
10 that purport to keep the lid from being opened while the unit is under pressure.

11 3. Despite Defendant Sunbeam’s claims of “safety,” it designed,
12 manufactured, marketed, imported, distributed and sold, both directly and through
13 third-party retailers, a product that suffers from serious and dangerous defects. Said
14 defects cause significant risk of bodily harm and injury to its consumers.

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

23 5. On November 24, 2020, the Consumer Products Safety Commission
24 (“CPSC”) announced a recall of more than 900,000 of Defendant Sunbeam’s

25

26 ¹ See Sunbeam Products, Inc. Crock-Pot Express Crock Multicooker Owner’s Manual,
27 pg. 10, attached hereto as Exhibit A

28 ² *Id.*

³ *Id.*

1 SCCPPC600-V1 pressure cookers, which includes the subject pressure cooker, after
2 receiving “**119 reports of lid detachment, resulting in 99 burn injuries ranging**
3 **in severity from first-degree to third-degree burns.**”⁴

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

9 7. Defendant Sunbeam ignored and/or concealed its knowledge of these
10 defects in its Pressure Cookers from the Plaintiff in this case, as well as the public in
11 general, in order to continue generating a profit from the sale of said Pressure Cookers,
12 demonstrating a callous, reckless, willful, depraved indifference to the health, safety
13 and welfare of Plaintiff and consumers like her.

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

17 **PLAINTIFF KATHLEEN HOENOW**

18 9. Plaintiff is a resident and citizen of the city of Sacramento, County of
19 Sacramento, State of California.

20 10. On or about May 9, 2020, Plaintiff suffered serious and substantial burn
21 injuries as the direct and proximate result of the Pressure Cooker’s lid being able to be
22 rotated and opened while the Pressure Cooker was still under pressure, during the
23 normal, directed use of the Pressure Cooker, allowing its scalding hot contents to be
24 forcefully ejected from the Pressure Cooker and onto Plaintiff. The incident occurred

25
26 _____
27 ⁴ See the CPSC Recall notice from November 24, 2020
28 (<https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-recalled-by-sunbeam-products-due-to-burn#>), a copy of which is attached hereto as Exhibit B.

1 as a result of the failure of the Pressure Cooker’s supposed “safety measures,” which
2 purport to keep the consumer safe while using the Pressure Cooker. In addition, the
3 incident occurred as the result of Defendant Sunbeam’s failure to redesign the
4 Pressure Cooker, despite the existence of economical, safer alternative designs.

5 **DEFENDANT SUNBEAM PRODUCTS, INC.**

6 11. Defendant Sunbeam designs, manufacturers, markets, imports,
7 distributes and sells a variety of consumer products⁵ including pressure cookers,
8 toasters, panini makers, and mixers, amongst others.

9 12. Defendant Sunbeam claims that through its “cutting-edge innovation and
10 intelligent design”⁶ it has been “simplifying the lives of everyday people”⁷ for “over 100
11 years”.⁸

12 13. Defendant Sunbeam is a Delaware Corporation with its registered place
13 of business at 1293 North University Drive, #322 City of Coral Springs, Broward
14 County, Florida 33071, and its principal place of business located at 2381 Executive
15 Center Drive, Boca Raton, Florida 33431.

16 **JURISDICTION AND VENUE**

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

21 15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because
22 Defendant has sufficient minimum contacts with the California and intentionally
23
24

25 ⁵ See generally, <https://www.sunbeam.com/> (last accessed March 28, 2022).

26 ⁶ See, <https://www.newellbrands.com/our-brands/sunbeam> (last accessed March 28,
27 2022).

28 ⁷ *Id.*

⁸ *Id.*

1 availed itself of the markets within California through the promotion, sale, marketing,
2 and distribution of its products.

3 **FACTUAL BACKGROUND**

4 16. Defendant Sunbeam is engaged in the business of designing,
5 manufacturing, warranting, marketing, importing, distributing and selling the
6 Pressure Cookers at issue in this litigation.

7 17. Defendant Sunbeam aggressively warrants, markets, advertises and sells
8 its Pressure Cookers as “an all-in-one appliance that’s always ready when you are,”⁹
9 allowing consumers to cook “instant, healthy, home-cooked dish in under an hour.”¹⁰

10 18. According to the Owner’s Manual¹¹ accompanying each individual unit
11 sold, the Pressure Cookers purport to be designed with “safety in mind and has various
12 safety measures.”¹²

13 19. For instances, the Defendant Sunbeam claims that it’s pressure cookers
14 include “safety sensors”¹³ to keep the lid from being opened while the unit is under
15 pressure; that “[p]ressure will not build if the Lid is not shut correctly and has not
16 sealed”¹⁴; and that “[o]nce the pressure increases, the Lid cannot be opened.”¹⁵

17 20. In addition to the “safety measures” listed in the manual, Defendant
18 Sunbeam’s Crock-Pot website claims that consumers can “cook with confidence”
19
20
21

22 ⁹ See [https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-
23 express-crock-multi-cooker/SCCPPC600-V1.html](https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html) (last accessed March 28, 2022).

24 ¹⁰ *Id.*

25 ¹¹ See Sunbeam Products, Inc. Crock-Pot Express Crock Multicooker Owner’s Manual
26 (“Exhibit A”), pg. 10.

27 ¹² *Id.*

28 ¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

1 because the “airtight locking lid remains locked while pressure is inside the unit.”¹⁶

2 21. On November 24, 2020, the Consumer Products Safety Commission
3 (“CPSC”) announced a recall of more than 900,000 of Defendant Sunbeam’s
4 SCCPPC600-V1 pressure cookers, which includes the subject pressure cooker, after
5 receiving “**119 reports of lid detachment, resulting in 99 burn injuries ranging**
6 **in severity from first-degree to third-degree burns.**”¹⁷

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

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

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

21 25. Defendant Sunbeam’s Pressure Cookers possess defects that make them
22 unreasonably dangerous for their intended use by consumers because the lid can be
23 rotated and opened while the unit remains pressurized.

24 _____
25 ¹⁶ See [https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-
26 express-crock-multi-cooker/SCCPPC600-V1.html](https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html) (last accessed March 28, 2022).

27 ¹⁷ See the CPSC Recall notice from November 24, 2020
28 ([https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-
recalled-by-sunbeam-products-due-to-burn#](https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-recalled-by-sunbeam-products-due-to-burn#)), a copy of which is attached hereto as
Exhibit B.

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

3 35. Further, a reasonable person would conclude that the possibility and
4 serious of harm outweighs the burden or cost of making the pressure cookers safe.
5 Specifically:

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

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

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

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

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

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

22 36. At the time of Plaintiff's injuries, Defendant's pressure cookers were
23 defective and unreasonably dangerous for use by foreseeable consumers, including
24 Plaintiff.

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

27 **WHEREFORE**, Plaintiff demands judgment against Defendant for damages,
28 together with interest, costs of suit, attorneys' fees, and all such other relief as the

1 Court deems proper. Plaintiff reserves the right to amend the complaint to seek
2 punitive damages if and when evidence or facts supporting such allegations are
3 discovered.

4 **SECOND CAUSE OF ACTION**

5 **NEGLIGENT PRODUCTS LIABILITY**

6 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST SUNBEAM
7 PRODUCTS, INC., ALLEGES AS FOLLOWS:

8 38. Plaintiff incorporates by reference each preceding and succeeding
9 paragraph as though set forth fully at length herein.

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

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

18 41. Defendant were negligent in the design, manufacture, advertising,
19 warning, marketing 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
21 cookers to avoid the aforementioned risks to individuals;
22 b. Placed an unsafe product into the stream of commerce; and
23 c. Were otherwise careless or negligent.

24 42. Despite the fact that Defendant knew or should have known that
25 consumers were able to remove the lid while the pressure cookers were still
26 pressurized, Defendant continued to market its pressure cookers to the general public.

27 **WHEREFORE**, Plaintiff demands judgment against Defendant for damages,
28 together with interest, costs of suit, attorneys' fees, and all such other relief as the

1 Court deems proper. Plaintiff reserves the right to amend the complaint to seek
2 punitive damages if and when evidence or facts supporting such allegations are
3 discovered.

4 **THIRD CAUSE OF ACTION**

5 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

6 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST SUNBEAM
7 PRODUCTS, INC., ALLEGES AS FOLLOWS

8 43. Plaintiff incorporates by reference each preceding and succeeding
9 paragraph as though set forth fully at length herein.

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

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

15 46. Plaintiff reasonably relied on Defendant's representations that its
16 pressure cookers were a quick, effective and safe means of cooking.

17 47. Defendant's pressure cookers were not merchantable because they had
18 the propensity to lead to the serious personal injuries as described herein in this
19 Complaint.

20 48. Plaintiff used the pressure cooker with the reasonable expectation that it
21 was properly designed and manufactured, free from defects of any kind, and that it
22 was safe for its intended, foreseeable use of cooking.

23 49. Defendant's breach of implied warranty of merchantability was the direct
24 and proximate cause of Plaintiff's injury and damages.

25 **WHEREFORE**, Plaintiff demands judgment against Defendant for damages,
26 together with interest, costs of suit, attorneys' fees, and all such other relief as the
27 Court deems proper. Plaintiff reserves the right to amend the complaint to seek
28

1 punitive damages if and when evidence or facts supporting such allegations are
2 discovered.

3 **FOURTH CAUSE OF ACTION**

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

6 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION SUNBEAM PRODUCTS,
7 INC..., ALLEGES AS FOLLOWS:

8 50. Plaintiff incorporates by reference each preceding and succeeding
9 paragraph as though set forth fully at length herein.

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

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

15 53. Defendant's pressure cookers were not fit for the particular purpose as a
16 safe means of cooking, due to the unreasonable risks of bodily injury associated with
17 its use.

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

20 55. Defendant's breach of the implied warranty of fitness for a particular
21 purpose was the direct and proximate cause of Plaintiff's injuries and damages.

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

27 **INJURIES & DAMAGES**

28 56. As a direct and proximate result of Defendant's collective negligence and

1 wrongful misconduct as described herein, Plaintiff has suffered and will continue to
2 suffer physical and emotional injuries and damages including past, present, and future
3 physical and emotional pain and suffering as a result of the incident. Plaintiff is
4 entitled to recover damages from Defendant for these injuries in an amount which
5 shall be proven at trial.

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

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

17 **PRAYER FOR RELIEF**

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

- 19 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 20 B. That judgment be entered in favor of the Plaintiff and against Defendant on
21 all of the aforementioned claims and issues;
- 22 C. That Plaintiff recover all damages against Defendant, general damages and
23 special damages, including economic and non-economic, to compensate the
24 Plaintiff for her injuries and suffering sustained because of the use of the
25 Defendant's defective pressure cooker;
- 26 D. That all costs be taxed against Defendant;
- 27 E. That prejudgment interest be awarded according to proof;
- 28

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

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

7
8 Dated: May 2, 2022

HARLAN LAW, P.C

9 */s/ Jordon Harlan, Esq*
10 Jordon Harlan, Esq. (CA #273978)
11 2404 Broadway, 2nd Floor
12 San Diego, CA 92102
13 Telephone: (619) 870-0802
14 Fax: (619) 870-0815
15 Email: jordon@harlanpc.com

In association with:

JOHNSON BECKER, PLLC.

16 Adam J. Kress, Esq.
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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: May 2, 2022

JOHNSON BECKER, PLLC

By /s/ Jordon Harlan, Esq
Jordon Harlan, Esq. (CA #273978)