

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL DISTRICT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

A.J.G. a minor, by and through MARIA GALVAN, :	:	
his mother, custodial parent and next friend, and :	:	
PETRA NUNEZ, an individual, :	:	
	:	
Plaintiffs, :	:	
	:	
v. :	:	Case No.
	:	
SUNBEAM PRODUCTS, INC., :	:	
a foreign for-profit corporation authorized to do :	:	
business and doing business within the :	:	
State of Florida, :	:	
	:	
Defendant. :	:	

COMPLAINT

Plaintiffs, by and through their attorneys, **JOHNSON BECKER, PLLC**, upon information and belief, at all times hereinafter mentioned, alleges as follows:

NATURE OF THE CASE

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

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.

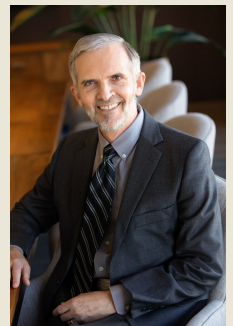
Michael Johnson

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.



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

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

4. Specifically, said defects manifest themselves when, despite Defendant Sunbeam’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. The Plaintiffs in this case were able to remove the lid while the Pressure Cooker retained pressure, causing them serious and substantial bodily injuries and damages.

5. Defendant Sunbeam 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 Plaintiffs and consumers like them.

6. Defendant Sunbeam 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

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

² *Id.*

³ *Id.*

continue generating a profit from the sale of said Pressure Cookers, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

7. As a direct and proximate result of Defendant Sunbeam's conduct, the Plaintiffs in this case incurred significant and painful bodily injuries, medical expenses, physical pain, mental anguish, and diminished enjoyment of life.

PLAINTIFFS A.J.G. & PETRA NUNEZ

8. Plaintiff A.J.G is a minor and lives with his mother, Maria Galvan. Maria Galvan and A.J.G. are residents and citizens of the city of Wanette, County of Los Pottawatomie, State of Oklahoma. Plaintiff A.J.G.'s is Plaintiff Petra Nunez's grandchild.

9. Plaintiff Petra Nunez is a resident and citizen is a resident and citizen of the city of Wanette, County of Los Pottawatomie, State of Oklahoma. Plaintiff Petra Nunez is Plaintiff A.J.G.'s grandmother.

10. In or around December 2018, Plaintiff Petra Nunez purchased a new Pressure Cooker, Model No. SCCPPC 600-V1.

11. On or about January 8, 2019, the Plaintiffs 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 while the Pressure Cooker was still under pressure, during the normal, directed use of the Pressure Cooker, 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 measures," which purport to keep the consumer safe while using the Pressure Cooker. In addition, the incident occurred as the result of Defendant Sunbeam's failure to redesign the Pressure Cooker, despite the existence of economical, safer alternative designs.

DEFENDANT SUNBEAM PRODUCTS, INC.

12. Defendant Sunbeam designs, manufacturers, markets, imports, distributes and sells a variety of consumer products⁴ including pressure cookers, toasters, panini makers, and mixers, amongst others.

13. Defendant Sunbeam claims that through its “cutting-edge innovation and intelligent design”⁵ it has been “simplifying the lives of everyday people”⁶ for “over 100 years”.⁷

14. Defendant Sunbeam is a Delaware Corporation with its principal place of business located at 2381 Executive Center Drive, Boca Raton, Florida 33431.

JURISDICTION AND VENUE

15. This Court has personal jurisdiction over Defendant Sunbeam pursuant to Fla. Stat. § 48.193 in that Defendant Sunbeam operates, conducts, engages in, or carries on a business or business venture within this State, and/or committed a tortious act within this State.

16. Venue in this Court is pursuant to Fla. Stat. § 47.011 in that Defendant Sunbeam resides in Palm Beach County.

17. The amount in controversy exceeds the sum of fifteen thousand (\$25,000.00) dollars, exclusive of interest and costs.

⁴ See generally, <https://www.sunbeam.com/> (last accessed June, 2020).

⁵ See, <https://www.newellbrands.com/our-brands/sunbeam> (last accessed June 30, 2020).

⁶ *Id.*

⁷ *Id.*

FACTUAL BACKGROUND

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

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

20. According to the Owner’s Manual¹⁰ accompanying each individual unit sold, the Pressure Cookers purport to be designed with “safety in mind and has various safety measures.”¹¹

21. For instances, the Defendant Sunbeam claims that it’s pressure cookers include “safety sensors”¹² to keep the lid from being opened while the unit is under pressure; that “[p]ressure will not build if the Lid is not shut correctly and has not sealed”¹³; and that “[o]nce the pressure increases, the Lid cannot be opened.”¹⁴

22. In addition to the “safety measures” listed in the manual, Defendant Sunbeam’s Crock-Pot website claims that consumers can “cook with confidence” because the “airtight locking lid remains locked while pressure is inside the unit.”¹⁵

⁸ See <https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html> (last accessed June 30, 2020).

⁹ *Id.*

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

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ See <https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html> (last accessed June 30, 2020).

23. By reason of the forgoing acts or omissions, the above-named Plaintiffs purchased their 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.

24. Plaintiffs used the Pressure Cooker for its intended purpose of preparing meals for themselves and/or their family and did so in a manner that was reasonable and foreseeable by Defendant Sunbeam.

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

26. Defendant Sunbeam'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 unit remains pressurized.

27. Further, Defendant Sunbeam's representations about "safety" are not just misleading, they are flatly wrong, and put innocent consumers like Plaintiffs directly in harm's way.

28. Economic, safer alternative designs were available that could have prevented the Pressure Cooker's lid from being rotated and opened while pressurized.

29. Defendant Sunbeam knew or should have known that its Pressure Cookers possessed defects that pose a serious safety risk to Plaintiffs and the public. Nevertheless,

Defendant Sunbeam continues to ignore and/or conceal its knowledge of the Pressure Cookers' defects from the general public and continues to generate a substantial profit from the sale of its Pressure Cookers, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiffs and consumers like them.

30. As a direct and proximate result of Defendant Sunbeam's intentional concealment of such defects, its 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, Plaintiffs used an unreasonably dangerous Pressure Cooker, which resulted in significant and painful bodily injuries upon Plaintiffs' simple removal of the lid of the Pressure Cooker.

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

CLAIMS FOR RELIEF

COUNT I **STRICT LIABILITY**

32. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.

33. At the time of Plaintiffs' injuries, Defendant Sunbeam's Pressure Cookers were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiffs.

34. Defendant Sunbeam's Pressure Cookers were in the same or substantially similar condition as when they left the possession of Defendant Sunbeam.

35. Plaintiffs did not misuse or materially alter the Pressure Cooker.

36. The Pressure Cookers did not perform as safely as an ordinary consumer would have expected them to perform when used in a reasonably foreseeable way.

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

- a. The Pressure Cookers designed, manufactured, sold, and supplied by Defendant Sunbeam were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers;
- b. The seriousness of the potential burn injuries resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;
- c. Defendant Sunbeam failed to properly market, design, manufacture, distribute, supply, and sell the Pressure Cookers, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendant Sunbeam failed to warn and place adequate warnings and instructions on the Pressure Cookers;
- e. Defendant Sunbeam failed to adequately test the Pressure Cookers; and
- f. Defendant Sunbeam failed to market an economically feasible alternative design, despite the existence of the aforementioned economical, safer alternatives, that could have prevented the Plaintiff' injuries and damages.

38. Defendant Sunbeam's actions and omissions were the direct and proximate cause of the Plaintiffs' injuries and damages.

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

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT II
NEGLIGENCE

40. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.

41. Defendant Sunbeam has a duty of reasonable care to design, manufacture, market, and sell non-defective Pressure Cookers that are reasonably safe for their intended uses by consumers, such as Plaintiffs and their family.

42. Defendant Sunbeam failed to exercise ordinary care in the manufacture, sale, warnings, quality assurance, quality control, distribution, advertising, promotion, sale and marketing of its Pressure Cookers in that Defendant Sunbeam knew or should have known that said Pressure Cookers created a high risk of unreasonable harm to the Plaintiffs and consumers alike.

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

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

44. Despite the fact that Defendant Sunbeam knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized,

Defendant Sunbeam continued to market (and continues to do so) its Pressure Cookers to the general public.

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

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT III
DESIGN DEFECT

46. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.

47. Defendant Sunbeam is the manufacturer, seller, distributor, marketer, and supplier of the subject Pressure Cookers, which were negligently designed.

48. Defendant Sunbeam failed to exercise reasonable care in designing, developing, manufacturing, inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting its Pressure Cookers, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiffs.

49. As a result, the subject Pressure Cookers, including Plaintiffs' Pressure Cooker, contain defects in their design which render them unreasonably dangerous to consumers, such as the Plaintiffs, when used as intended or as reasonably foreseeable to Defendant Sunbeam. The

defect in the design allows consumers such as Plaintiffs to open the lid while the unit remains pressurized, despite the appearance that all the pressure has been released from the unit, and causes an unreasonable increased risk of injury, including, but not limited to, first, second and third-degree scald burns.

50. The Plaintiffs in this case used their Pressure Cooker in a reasonably foreseeable manner and did so as substantially intended by Defendant Sunbeam.

51. The subject Pressure Cooker was not materially altered or modified after being manufactured by Defendant Sunbeam and before being used by Plaintiffs.

52. The design defects allowing the lid to open while the unit was still pressurized directly rendered the Pressure Cookers defective and were the direct and proximate result of Defendant Sunbeam's negligence and failure to use reasonable care in designing, testing, manufacturing, and promoting the Pressure Cookers.

53. As a direct and proximate result of Defendant Sunbeam's negligent design of its Pressure Cookers, the Plaintiffs in this case suffered injuries and damages described herein.

54. Despite the fact that Defendant Sunbeam knew or should have known that the Plaintiffs and consumers like them were able to remove the lid while the Pressure Cookers were still pressurized, Defendant Sunbeam continued to market its Pressure Cookers to the general public (and continues to do so).

55. Defendant Sunbeam's conduct, as described above, was extreme and outrageous. Defendant Sunbeam risked the safety and well-being of the consumers and users of its Pressure Cookers, including the Plaintiffs to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public. Defendant Sunbeam made conscious decisions not to redesign, despite the existence of economically feasible, safer alternative

designs, warn or inform the unsuspecting consuming public. Defendant Sunbeam's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT IV
FAILURE TO WARN

56. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully herein.

57. At the time in which the Pressure Cooker was purchased, up through the time Plaintiffs were injured, Defendant Sunbeam knew or had reason to know that its Pressure Cookers were dangerous and created an unreasonable risk of harm to consumers.

58. Defendant Sunbeam had a duty to exercise reasonable care to warn consumers of the dangerous conditions or the facts that made its Pressure Cookers likely to be dangerous.

59. As a direct and proximate result of Defendant Sunbeam's failure to warn of the dangers of its Pressure Cookers, the Plaintiffs in this case suffered injuries and damages described herein.

60. Despite the fact that Defendant Sunbeam knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized, Defendant Sunbeam continued to market its Pressure Cookers to the general public (and continues to do so).

61. Defendant Sunbeam's conduct, as described above, was extreme and outrageous. Defendant Sunbeam risked the safety and well-being of the consumers and users of its Pressure

Cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public. Defendant Sunbeam made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Sunbeam's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT V
BREACH OF EXPRESS WARRANTY

62. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.

63. Defendant Sunbeam expressly warranted that its Pressure Cookers were safe and effective to members of the consuming public, including Plaintiffs. Moreover, Defendant Sunbeam expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained pressurized. Specifically:

- a. "Pressure will not build if the Lid is not shut correctly and has not sealed."¹⁶
- b. Once the pressure increases, the Lid cannot be opened. Safety sensors ensure the pressure remains within the set range."¹⁷
- c. "Airtight locking lid remains locked while pressure is inside the unit."¹⁸

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

¹⁶ See Sunbeam Products, Inc. Crock-Pot Express Crock Multicooker Owner's Manual ("Exhibit A"), pg. 10.

¹⁷ *Id.*

¹⁸ See <https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCP600-V1.html> (last accessed June 30, 2020).

65. Defendant Sunbeam marketed, promoted and sold its Pressure Cookers as a safe product, complete with “safety measures.”

66. Defendant Sunbeam’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 appearance that the pressure has been released, making the Pressure Cookers not safe for use by consumers.

67. Defendant Sunbeam breached its express warranty in one or more of the following ways:

- a. The Pressure Cookers as designed, manufactured, sold and/or supplied by the Defendant Sunbeam, were defectively designed and placed into the stream of commerce by Defendant Sunbeam in a defective and unreasonably dangerous condition;
- b. Defendant Sunbeam failed to warn and/or place adequate warnings and instructions on its Pressure Cookers;
- c. Defendant Sunbeam failed to adequately test its Pressure Cookers; and,
- d. Defendant Sunbeam failed to provide timely and adequate post-marketing warnings and instructions after they knew the risk of injury from its Pressure Cookers.

68. The Plaintiffs in this case and/or her family purchased and 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.

69. Plaintiffs’ injuries were the direct and proximate result of Defendant Sunbeam’s breach of its express warranties.

70. Defendant Sunbeam’s conduct, as described above, was extreme and outrageous. Defendant Sunbeam risked the safety and well-being of the consumers and users of its Pressure Cookers, including the Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public. Defendant Sunbeam made conscious

decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Sunbeam's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT VI
BREACH OF IMPLIED WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE

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

72. Defendant Sunbeam manufactured, supplied, and sold its Pressure Cookers with an implied warranty that they were fit for the particular purpose of cooking quickly, efficiently and safely.

73. Members of the consuming public, including consumers such as the Plaintiffs, were the intended third-party beneficiaries of the warranty.

74. Defendant Sunbeam's Pressure Cookers were not fit for the particular purpose as a safe means of cooking, due to the unreasonable risks of bodily injury associated with their use.

75. The Plaintiffs in this case reasonably relied on Defendant Sunbeam's representations that its Pressure Cookers were a quick, effective and safe means of cooking.

76. Defendant Sunbeam's breach of the implied warranty of fitness for a particular purpose was the direct and proximate cause of Plaintiffs' injuries and damages.

77. Defendant Sunbeam's conduct, as described above, was extreme and outrageous. Defendant Sunbeam risked the safety and well-being of the consumers and users of its Pressure Cookers, including the Plaintiffs to this action, with the knowledge of the safety and efficacy

problems and suppressed this knowledge from the public. Defendant Sunbeam made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant Sunbeam's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT VII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

79. At the time Defendant Sunbeam marketed, distributed and sold its Pressure Cookers to the Plaintiff in this case, Defendant Sunbeam warranted that its Pressure Cookers were merchantable and fit for the ordinary purposes for which they were intended.

80. Members of the consuming public, including consumers such as the Plaintiffs, were intended third-party beneficiaries of the warranty.

81. Defendant Sunbeam's Pressure Cookers were not merchantable and fit for their ordinary purpose, because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.

82. The Plaintiffs in this case purchased and 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.

83. Defendant Sunbeam's breach of implied warranty of merchantability was the direct and proximate cause of Plaintiffs' injuries and damages.

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

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT VIII
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
FLA. STAT. § 501.201, et. seq.

85. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.

86. Pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") any "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce" are unlawful. Fla. Stat. § 501.204(1).

87. At all times material herein, Defendant Sunbeam engaged in "trade or commerce," as defined by § 501.203(8) FDUTPA by "advertising, soliciting, providing, offering, or distributing" its dangerous and defective Pressure Cookers. Fla. Stat. § 501.203(8).

88. Defendant Sunbeam warranted and represented that its Pressure Cookers were safe and free of defects in materials and workmanship and that they possessed "safety measures", including "safety sensors" and an "Airtight locking lid."

89. Defendant Sunbeam's warranty and representations that its Pressure Cookers were safe and free from defects, including that they possessed "safety measures," would influence a reasonable consumer's decision whether to purchase the Pressure Cookers.

90. Defendant Sunbeam's failure to warn of its Pressure Cookers defects was a material omission that would influence a reasonable consumer's decision whether to purchase its Pressure Cookers.

91. The Plaintiffs are "interested parties or persons" as defined by § 501.203 (6) of the FDUTPA. Fla. Stat. § 501.203 (6).

92. Plaintiffs relied on the truth of Defendant Sunbeam's warranties and representations concerning the Pressure Cookers, and Plaintiffs suffered personal damages as result of this reliance.

93. Had Plaintiffs been adequately warned concerning the likelihood that the Pressure Cooker's lid could be removed while pressurized, they would have taken steps to avoid damages by not purchasing this product. As a result of these violations of consumer protection laws, the Plaintiffs in this case have incurred and will incur: serious physical injury, pain, suffering, loss of income, loss of opportunity, loss of family and social relationships, and medical and hospital expenses and other expense related to the diagnosis and treatment thereof, for which Defendant Sunbeam is liable.

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT IX
PUNITIVE DAMAGES

94. Plaintiffs incorporate by reference each of the allegations set forth in this Complaint as though fully set forth herein.

95. The acts, conduct, and omissions of Defendant Sunbeam, as alleged throughout this Complaint, were willful and malicious. It is unconscionable and outrageous that Defendant Sunbeam would risk the health, safety, and well-being of consumers, including the Plaintiffs in this case. Despite its knowledge that the lid could be prematurely removed while the unit remained pressurized, Defendant Sunbeam made conscious decisions not to redesign, despite the existence of an economically feasible, safer alternative design, and not to adequately label, warn or inform the unsuspecting consuming public about the dangers associated with the use of its Pressure Cookers. Defendant Sunbeam's outrageous conduct rises to the level that Plaintiffs should be awarded punitive damages to deter Defendant Sunbeam from this type of outrageous conduct in the future, as well as to discourage other Defendants from placing profits above the safety of consumers in the United States of America.

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

97. Further, Defendant Sunbeam knew that its Pressure Cookers presented a substantial and unreasonable risk of harm to the public, including Plaintiffs, and as such, Defendant Sunbeam unreasonably subjected consumers of said Pressure Cookers to risk of serious and permanent injury from their use.

98. Despite its knowledge, Defendant Sunbeam, for the purpose of enhancing its profits, knowingly and deliberately failed to remedy the known defects in its Pressure Cookers, and failed to warn the public, including Plaintiffs, of the extreme risk of injury occasioned by said defects inherent in them. Defendant Sunbeam intentionally proceeded with the manufacturing, sale, distribution and marketing of its Pressure Cookers knowing these actions would expose consumers, such as the Plaintiffs, to serious danger in order to advance its pecuniary interest and monetary profits.

99. Defendant Sunbeam's conduct was despicable and so contemptible that it would be looked down upon and despised by ordinary decent people and was carried on by Defendant Sunbeam with willful and conscious disregard for the safety of the Plaintiffs and consumers like them, entitling the Plaintiffs to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Sunbeam for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand that all issues of fact of this case be tried to a properly impaneled jury to the extent permitted under the law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against the Defendant Sunbeam for damages, including punitive damages, to which they entitled by law, as well as all costs of this action, interest and attorneys' fees, to the full extent of the law, whether arising under the common law and/or statutory law, including:

- a. judgment for Plaintiffs and against Defendant Sunbeam;

- b. damages to compensate Plaintiffs for their injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant Sunbeam's Pressure Cookers;
- c. pre and post judgment interest at the lawful rate;
- d. exemplary and punitive damages on all applicable Counts as permitted by the law;
- e. a trial by jury on all issues of the case;
- f. an award of attorneys' fees; and
- g. for any other relief as this Court may deem equitable and just, or that may be available under the law of another forum to the extent the law of another forum is applied, including but not limited to all reliefs prayed for in this Complaint and in the foregoing Prayer for Relief.

Respectfully submitted,

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Date: July 22, 2020

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