

1 Jordon Harlan, Esq. (CA #273978)
2 **HARLAN LAW, P.C.**
3 1245 Island Avenue
4 San Diego, CA 92101
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 Anna R. Rick, Esq. (MN ID #0401065)
11 *Pro Hac Vice to be filed*
12 **JOHNSON BECKER, PLLC**
13 444 Cedar Street, Suite 1800
14 St. Paul, MN 55101
15 Telephone: (612) 436-1800
16 Fax: (612) 436-1801
17 Email: akress@johnsonbecker.com
18 arick@johnsonbecker.com

19 *Attorneys for Plaintiff*

20 **UNITED STATES DISTRICT COURT**
21 **SUPERIOR COURT OF LOS ANGELES COUNTY**

22 Case No. 23PSCV01990

23 **MARLA ODETTE CASTILLO**, an
24 individual,

25 Plaintiff,

26 v.

27 **PICK FIVE IMPORTS, INC. d/b/a**
28 **MAXI-MATIC U.S.A., INC**, a California
Corporation; and **DOES 1-100,**
inclusive,

Defendants.

**PLAINTIFF’S 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

Plaintiff, **MARLA ODETTE CASTILLO** (hereafter referred to as “Plaintiff”), by
and through her undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN**

1 **LAW, P.C.**, hereby submits the following Complaint and Demand for Jury Trial
2 against Defendants **PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC.**
3 (hereafter referred to as “Defendant Maxi-Matic”) and **DOES 1-100** (hereafter referred
4 to as “Doe Defendants”) (collectively referred to as “Defendants”), alleges the following
5 upon personal knowledge and belief, and investigation of counsel:

6 **NATURE OF THE CASE**

7 1. Defendant Maxi-Matic designs, manufactures, markets, imports,
8 distributes and sells a wide-range of consumer kitchen products, including the subject
9 “Elite Bistro Pressure Cooker,” which specifically includes the Model Number EPC-
10 813C (referred to hereafter as “pressure cooker(s)”) that is at issue in this case.

11 2. Defendant Maxi-Matic touts the “safety”¹ of its pressure cookers, and
12 states that they cannot be opened while in use. Despite Defendant’s claims of “safety,”
13 it designed, manufactured, marketed, imported, distributed and sold, both directly and
14 through third-party retailers, a product that suffers from serious and dangerous
15 defects. Said defects cause significant risk of bodily harm and injury to its consumers.

16 3. Specifically, said defects manifest themselves when, despite Defendant’s
17 statements, the lid of the pressure cooker is removable with built-up pressure, heat
18 and steam still inside the unit. When the lid is removed under such circumstances,
19 the pressure trapped within the unit causes the scalding hot contents to be projected
20 from the unit and into the surrounding area, including onto the unsuspecting
21 consumers, their families and other bystanders. The Plaintiff in this case was able to
22 remove the lid while the pressure cooker retained pressure, causing her serious and
23 substantial bodily injuries and damages including, but not limited to, burn injuries to
24 her arms and breasts.

25 4. Defendant knew or should have known of these defects but has
26 nevertheless put profit ahead of safety by continuing to sell its pressure cookers to

27 _____
28 ¹ See, generally Elite Bistro EPC-813C Owner’s Manual. A copy of the Owner’s Manual is attached
hereto as “Exhibit A”.

1 consumers, failing to warn said consumers of the serious risks posed by the defects,
2 and failing to recall the dangerously defective pressure cookers regardless of the risk
3 of significant injuries to Plaintiff and consumers like her.

4 5. As a direct and proximate result of Defendant’s conduct, the Plaintiff in
5 this case incurred significant and painful bodily injuries, medical expenses, lost wages,
6 physical pain, mental anguish, and diminished enjoyment of life.

7 **PLAINTIFF MARLA ODETTE CASTILLO**

8 6. Plaintiff is a resident and citizen of the city of Alice, County of Jim Wells,
9 State of Texas.

10 7. On or about July 12, 2021, Plaintiff suffered serious and substantial burn
11 injuries as the direct and proximate result of the pressure cooker’s lid being able to be
12 rotated and opened while the pressure cooker was still under pressure, during the
13 normal, directed use of the pressure cooker, allowing its scalding hot contents to be
14 forcefully ejected from the pressure cooker and onto Plaintiff. The incident occurred as
15 a result of the failure of the pressure cooker’s supposed “safety feature[s],”² which
16 purport to keep the consumer safe while using the pressure cooker. In addition, the
17 incident occurred as the result of Defendant’s failure to redesign the pressure cooker,
18 despite the existence of economical, safer alternative designs.

19 **DEFENDANTS MAXI-MATIC U.S.A., INC. & DOES 1 - 100**

20 8. Defendant Maxi-Matic designs, manufactures, markets, imports,
21 distributes and sells a variety of consumer kitchen products including pressure
22 cookers, air fryers, and blenders, amongst others. Defendant Maxi-Matic is a
23 California corporation, with is principal place of business and registered service
24 address at 18401 Arenth Avenue, STE. B, City of Industry, California 91748.

25 9. Plaintiff is ignorant of the identities of Doe Defendants, and therefore
26 sues these defendants by such fictitious names. The Doe Defendants may be
27

28 ² *Id.* at pg. 5.

1 individuals, partnerships, or corporations. Plaintiff is informed and believes, and
2 thereon alleges, that at all times mentioned herein, each of the Doe Defendants were
3 the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of
4 the other Defendant Maxi-Matic and were at all times mentioned, acting within the
5 scope, purpose, consent, knowledge, ratification and authorization of such agency,
6 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to
7 allege their true names and capacities when ascertained. Plaintiff is informed and
8 believes and thereon alleges that each of the fictitiously named Doe Defendants are
9 responsible in some manner for the occurrences herein alleged, and that Plaintiff's
10 damages as herein alleged was proximately caused by their conduct.

11 **JURISDICTION AND VENUE**

12 10. Venue in the Superior Court of the State of California, Los Angeles Court
13 is proper in that Defendant Maxi-Matic is a resident and citizen of Los Angeles County.

14 11. Jurisdiction in the Superior Court of the State of California, Los Angeles
15 County is proper in that Defendant Maxi-Matic is located and regularly conducts
16 business in Los Angeles County and is subject to general and specific personal
17 jurisdiction in Los Angeles County. Defendant Maxi-Matic's negligent and wrongful
18 acts or omissions caused tortious injury in the State of California and are subject to
19 personal jurisdiction in this Court.

20 12. Jurisdiction in the Superior Court of the State of California, Los Angeles
21 County is also proper in that Doe Defendants have purposely availed themselves to
22 the privilege of conducting business in the State of California and are therefore subject
23 to specific personal jurisdiction in this Court. Doe Defendants' negligent and wrongful
24 acts or omissions caused tortious injury in the State of California and are therefore
25 subject to personal jurisdiction in this Court.

26 **FACTUAL BACKGROUND**

27 13. Defendant Maxi-Matic is engaged in the business of designing,
28 manufacturing, warranting, marketing, importing, distributing and selling the

1 pressure cookers at issue in this litigation.

2 14. Defendant Maxi-Matic aggressively warrants, markets, advertises and
3 sells its pressure cookers as “advanced technology”³ allowing consumers to cook “faster
4 and healthier.”⁴

5 15. According to the Owner’s Manual accompanying each individual unit
6 sold, the pressure cookers purport to be designed with features that prevents the lid
7 from opening until all pressure is released; misleading the consumer into believing
8 that the pressure cookers are reasonably safe for their normal, intended use.

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

13 17. Plaintiff used her pressure cooker for its intended purpose of preparing
14 meals for herself and/or family and did so in a manner that was reasonable and
15 foreseeable by the Defendants.

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

23 19. Defendants’ pressure cookers possess defects that make them
24 unreasonably dangerous for their intended use by consumers because the lid can be
25 rotated and opened while the unit remains pressurized.

26
27 _____
28 ³ *Id.* at pg. 3

⁴ *Id.*

1 20. Further, Defendants’ representations about “safety” are not just
2 misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly
3 in harm’s way.

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

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

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

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

21 **FIRST CAUSE OF ACTION**

22 **STRICT PRODUCTS LIABILITY**

23 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGANST PICK FIVE
24 IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, and DOES 1-100, ALLEGES AS
25 FOLLOWS:

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

28 26. At the time of Plaintiff’s injuries, Defendants’ pressure cookers were

1 defective and unreasonably dangerous for use by foreseeable consumers, including
2 Plaintiff.

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

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

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

9 30. Further, a reasonable person would conclude that the possibility and
10 serious of harm outweighs the burden or cost of making the pressure cookers safe.

11 Specifically:

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

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

19 c. Defendants failed to properly market, design, manufacture, distribute,
20 supply, and sell the pressure cookers, despite having extensive knowledge
21 that the aforementioned injuries could and did occur;

22 d. Defendants failed to warn and place adequate warnings and instructions
23 on the pressure cookers;

24 e. Defendants failed to adequately test the pressure cookers; and

25 f. Defendants failed to market an economically feasible alternative design,
26 despite the existence of economical, safer alternatives, that could have
27 prevented the Plaintiff' injuries and damages.

28 31. Defendant's actions and omissions were the direct and proximate cause

1 of the Plaintiff's injuries and damages.

2 **WHEREFORE**, Plaintiff demands judgment against Defendants for damages,
3 together with interest, costs of suit and all such other relief as the Court deems proper.

4 **SECOND CAUSE OF ACTION**

5 **NEGLIGENT PRODUCTS LIABILITY**

6 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST PICK FIVE
7 IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, and DOES 1-100, ALLEGES AS
8 FOLLOWS:

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

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

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

19 34. Defendants were negligent in the design, manufacture, advertising,
20 warning, marketing and sale of its pressure cookers in that, among other things, they:

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

27 35. Despite the fact that Defendants knew or should have known that
28 consumers were able to remove the lid while the pressure cookers were still

1 pressurized, Defendants continued to market (and continue to do so) its pressure
2 cookers to the general public.

3 **WHEREFORE**, Plaintiff demands judgment against Defendants for damages,
4 together with interest, costs of suit and all such other relief as the Court deems proper.

5 **THIRD CAUSE OF ACTION**

6 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

7 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST PICK FIVE
8 IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, and DOES 1-100, ALLEGES AS
9 FOLLOWS:

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

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

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

17 39. Plaintiff reasonably relied on Defendants' representations that its
18 pressure cookers were a quick, effective and safe means of cooking.

19 40. Defendants' pressure cookers were not merchantable because they had
20 the propensity to lead to the serious personal injuries as described herein in this
21 Complaint.

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

25 42. Defendants' breach of implied warranty of merchantability was the direct
26 and proximate cause of Plaintiff's injury and damages.

27 **WHEREFORE**, Plaintiff demands judgment against Defendants for damages,
28 together with interest and all such other relief as the Court deems proper.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOURTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR
PURPOSE

PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, and DOES 1-100, ALLEGES AS FOLLOWS:

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

44. Defendants manufactured, supplied, and sold their pressure cookers with an implied warranty that they were fit for the particular purpose of cooking quickly, efficiently and safely.

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

46. Defendants' 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.

47. Plaintiff reasonably relied on Defendants' representations that its pressure cookers were a quick, effective and safe means of cooking.

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

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

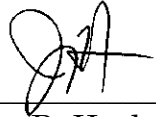
INJURIES & DAMAGES

49. As a direct and proximate result of Defendants' 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. Plaintiff is entitled to recover damages from Defendants for these injuries in an amount which

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July 5, 2023

HARLAN LAW, PC

By: 
Jordon R. Harlan, Esq.

In association with:

JOHNSON BECKER, PLLC

Adam J. Kress, Esq. (MN ID #0397289)
Pro Hac Vice to be filed
Anna R. Rick, Esq. (MN ID #0401065)
Pro Hac Vice to be filed
444 Cedar Street, Suite 1800
St. Paul, MN 55101
Telephone: (612) 436-1800
Fax: (612) 436-1801
Email: akress@johnsonbecker.com
arick@johnsonbecker.com

Attorneys for Plaintiff

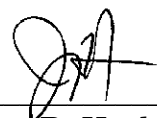
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.

Dated: July 5, 2023

HARLAN LAW, PC

By: 
Jordon R. Harlan, Esq.

In association with:

JOHNSON BECKER, PLLC

Kenneth W. Pearson, Esq.
(MN #016088X)
Pro Hac Vice to be filed
444 Cedar Street, Suite 1800
St. Paul, MN 55101
Telephone: (612) 436-1800
Fax: (612) 436-1801
Email: kpearson@johnsonbecker.com

Attorneys for Plaintiff