

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

FEROZE EDUN,

Docket No.:

Plaintiff,

- against -

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

INSTANT BRANDS, INC.,

Defendant.

COMPLAINT

Plaintiff, **FEROZE EDUN**, (hereafter referred to as “Plaintiff”), by and through his undersigned counsel, **JOHNSON BECKER, PLLC** and **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, LLC**, hereby submits the following Complaint and Demand for Jury Trial against Defendant **INSTANT BRANDS, INC.** (hereafter referred to as “Defendant Instant Brands” and “Defendant”), alleges the following upon personal knowledge and belief, and investigation of counsel:

NATURE OF THE CASE

1. Defendant Instant Brands designs, manufactures, markets, imports, distributes and sells a wide-range of consumer kitchen products, including the subject “Instant Pot DUO 8-Quart 7-in-1 Multi-Use Programmable Pressure Cooker” which specifically includes the model number IP-DUO80 V2 (referred to hereafter as “pressure cooker(s)” or “Subject Pressure Cooker”) that is at issue in this case.

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 touts the “safety”¹ of its pressure cookers, and states that they cannot be opened while in use. Despite Defendant’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.

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

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

5. Defendant ignored and/or concealed its knowledge of these defects in its pressure cookers from the Plaintiff in this case, as well as the public in general, in order to continue generating a profit from the sale of said pressure cookers, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like him.

¹ See, e.g. Instant Pot Duo User Manual, pgs. 4, 5, 9, 10. A copy of the User Manual is attached hereto as “Exhibit A”.

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

PLAINTIFF FEROZE EDUN

7. Plaintiff Feroze Edun is a resident and citizen of the city of Ozone Park, County of Queens, State of New York.

8. On or about April 22, 2018, Plaintiff purchased the Instant Pot Duo from Amazon.

9. On or about October 25, 2019, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the pressure cooker's lid being able to be rotated and opened 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 mechanisms,"² which purport to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as a result of Defendant's failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

DEFENDANT INSTANT BRANDS, INC.

10. Defendant designs, manufactures, markets, imports, distributes and sells a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others.

11. Defendant boasts that "cooking with Instant Brands is everyday magic,"³ and that their products are "all designed to simplify the joys of home cooking, promote healthy lifestyles, and give you more time to enjoy great meals with the people you love."⁴

² *Id.* at 4 and 5.

³ See <https://www.instanthome.com/about-us> (last accessed September 28, 2022)

⁴ *Id.*

12. Defendant Instant Brands is a Canadian corporation with its principal place of business at 495 March Road, Suite 200, Kanata, ON, Canada K2K 3G1, and as such is deemed to be a citizen of the Country of Canada.

JURISDICTION AND VENUE

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

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

15. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant has sufficient minimum contacts with the State of New York and intentionally availed itself of the markets within New York through the promotion, sale, marketing, and distribution of its products.

FACTUAL BACKGROUND

16. Defendant is engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing, and selling the pressure cookers at issue in this litigation.

17. Defendant aggressively warrants, markets, advertises, and sells its pressure cookers as “[e]asy to use, easy to clean, fast, versatile, and convenient”⁵ and repeatedly boasts about its pressure cookers’ purported “proven safety features.”⁶

18. For instance, the Defendant claims that its pressure cookers include a “safety feature to disable the cooker” and display a light that “flashes ‘Lid’ if the lid is not positioned correctly.”⁷

⁵ See <https://www.instanthome.com/product/instant-pot/duo/6-quart-pressure-cooker-v4> (last accessed September 28, 2022).

⁶ *Id.*

⁷ Instant Pot Duo User’s Manual, pgs. 10, 21.

19. To further propagate its message, Defendant has used, and continues to utilize, numerous media outlets including, but not limited to, infomercials, social media websites such as YouTube, and third-party retailers. For example, the following can be found on Defendant's YouTube webpage entitled "Getting to Know Your New Instant Pot IP-DUO":

- a. "The first thing you need to know about your IP-DUO is that *you don't need to be afraid of it*, as many people are afraid of stovetop pressure cookers."⁸
- b. "With 10 safety features built in, you can use your Instant Pot with confidence, *knowing that it is not going to explode.*"⁹
- c. "In addition, keep in mind that your Instant Pot operates at relatively low pressures of 11 to 12 psi or lower, depending on the pressure setting that you use."¹⁰

20. In a similar video entitled "Introducing Instant Pot IP-DUO series electric pressure cooker," spokesperson Laura Pazzaglia, founder of the website "Hip Pressure Cooking"¹¹ boasts of the pressure cooker's "10 safety features," stating that this "new model detects the position of the lid" and "once the lid is locked, and the contents are under pressure, *there's no way to open the pressure cooker.*"¹²

21. According to the User's Manual accompanying each individual unit sold, the pressure cookers purportedly to comply with a "high safety standard" and feature "10 safety mechanisms

⁸ <https://www.youtube.com/watch?v=w1RKj9E8TY0> (video with a runtime of 11:26) at 0:42-0:46 (last accessed September 28, 2022).

⁹ *Id.* at 0:47 – 0:55.

¹⁰ *Id.* at 0:56 – 1:08. This apparently suggest that even if the lid is opened while the unit is still pressurized, it will not harm you.

¹¹ See <https://www.hippressurecooking.com/> (last accessed September 28, 2022)

¹² <https://www.youtube.com/watch?v=bVA2EqPf0s0> (video with a runtime of 8:30) (last accessed March 29, 2022).

and UL safety certification,”¹³ misleading the consumer into believing that the pressure cookers are reasonably safe for their normal, intended use.

22. By reason of the forgoing acts or omissions, the above-named Plaintiff used the pressure cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of cooking.

23. Plaintiff used the pressure cooker for its intended purpose of preparing meals for himself and/or his family and did so in a manner that was reasonable and foreseeable by the Defendant.

24. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured by the Defendant in that it failed to properly function as to prevent the 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 Plaintiff, his family, and similar consumers in danger while using the pressure cookers.

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

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

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

28. Defendant knew or should have known that its pressure cookers possessed defects that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendant continues to ignore and/or

¹³ See Instant Pot IP-DUO User’s Manual, pg. 5.

conceal their 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, and depraved indifference to the health, safety, and welfare of Plaintiff and others like him.

29. As a direct and proximate result of Defendant'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, Plaintiff used an unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries upon Plaintiff's simple removal of the lid of the Pressure Cooker.

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

CLAIMS FOR RELIEF

COUNT I **STRICT LIABILITY**

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

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

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

34. Plaintiff did not misuse or materially alter their respective Pressure Cookers.

35. 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.

36. 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 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 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 failed to warn and place adequate warnings and instructions on the Pressure Cookers;
- e. Defendant failed to adequately test the Pressure Cookers; and
- f. Defendant failed to market an economically feasible alternative design, despite the existence of the aforementioned economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

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

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

COUNT II **NEGLIGENCE**

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

39. Defendant 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 Plaintiff and his family.

40. Defendant 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 knew or should have known that said Pressure Cookers created a high risk of unreasonable harm to the Plaintiff and consumers alike.

41. Defendant 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.

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

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

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

COUNT III
NEGLIGENT DESIGN DEFECT

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

45. Defendant is the manufacturer, seller, distributor, marketer, and supplier of the subject Pressure Cookers, which was negligently designed.

46. Defendant 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 Plaintiff.

47. As a result, the subject Pressure Cookers, including Plaintiff's Pressure Cooker, contain defects in their design which renders them unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant. The defect in the design allows consumers such as Plaintiff 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.

48. Plaintiff in this case used his Pressure Cooker in a reasonably foreseeable manner and did so as substantially intended by Defendant.

49. The subject Pressure Cooker was not materially altered or modified after being manufactured by Defendant and before being used by Plaintiff.

50. 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's negligence and failure to use reasonable care in designing, testing, manufacturing, and promoting the Pressure Cookers.

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

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

COUNT IV
NEGLIGENT FAILURE TO WARN

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

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

54. Defendant 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.

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

WHEREFORE, Plaintiff demands judgment against Defendant for 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

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

57. Defendant expressly warranted that its pressure cookers were safe and effective to members of the consuming public, including Plaintiff and his family. Moreover, Defendant expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained pressurized. Specifically:

- a. “Once enough steam has built up, the float valve pops up and locks the lid in place.”¹⁴
 - b. “The lid is removable during non-pressure cooking so you can taste-test as you go. When pressure cooking, the lid only locks into place once the multicooker has pressurized.”¹⁵
 - c. “**Safety Lid Lock** – When cooker is pressurized, the lid will automatically lock to prevent opening the cooker.”¹⁶
 - d. “**Lid Position Detection** – If the lid is not in a safe position for pressure cooking, the cooker will not allow cooking to begin.”¹⁷
58. Members of the consuming public, including consumers such as the Plaintiff, were the intended third-party beneficiaries of the warranty.
59. Defendant marketed, promoted, and sold its pressure cookers as a safe product, complete with “safety mechanisms.”
60. Defendant’s pressure cookers do not conform to these express representations because the lid can be removed using normal force while the units remain pressurized, despite the appearance that the pressure has been released, making the pressure cookers not safe for use by consumers.
61. Defendant breached its express warranties in one or more of the following ways:
- a. The pressure cookers as designed, manufactured, sold and/or supplied by the Defendant, were defectively designed, and placed into the stream of commerce by Defendant in a defective and unreasonably dangerous condition;

¹⁴ *Id.* at pg. 17.

¹⁵ *Id.* at pg. 25.

¹⁶ See <https://www.instanthome.com/support/instant/resources> (last accessed July 19, 2022).

¹⁷ *Id.*

- b. Defendant failed to warn and/or place adequate warnings and instructions on their pressure cookers;
 - c. Defendant failed to adequately test its pressure cookers; and
 - d. Defendant failed to provide timely and adequate post-marketing warnings and instructions after they knew the risk of injury from their pressure cookers.
62. Plaintiff used the pressure cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of cooking.
63. Plaintiff's injuries were the direct and proximate result of Defendant's breach of its express warranties.
64. Defendant's conduct, as described above, was extreme and outrageous. Defendant risked the safety and well-being of the consumers and users of its pressure cookers, including the Plaintiff to this action, while possessing the knowledge of the safety and efficacy problems, and suppressed this knowledge from the public. Defendant made conscious decisions not to redesign, warn or inform the unsuspecting consuming public. Defendant's outrageous conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant 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

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

66. Defendant 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.

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

68. Defendant'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.

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

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

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

WHEREFORE, Plaintiff demands judgment against Defendant for 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

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

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

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

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

76. Plaintiff purchased his Pressure Cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that they were safe for its intended, foreseeable use of cooking.

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

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

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

COUNT VIII
PUNITIVE DAMAGES

79. Plaintiff incorporates by reference each of the allegations set forth in this Complaint as though fully set forth herein.

80. The acts, conduct, and omissions of Defendant, as alleged throughout this Complaint, were willful and malicious. It is unconscionable and outrageous that Defendant would risk the health, safety, and well-being of consumers, including the Plaintiff in this case. Despite their knowledge that the lid could be prematurely removed while the unit remained pressurized, Defendant made a conscious decision 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's outrageous conduct rises to the level that Plaintiffs should be awarded punitive damages to deter Defendant 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.

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

82. Further, Defendant knew that its pressure cookers presented a substantial and unreasonable risk of harm to the public, including Plaintiff, and as such, Defendant unreasonably subjected consumers of said pressure cookers to risk of serious and permanent injury from their use.

83. Despite this knowledge, Defendant, 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 Plaintiff, of the extreme risk of injury occasioned by said defects inherent in

them. Defendant intentionally proceeded with the manufacturing, sale, distribution and marketing of its pressure cookers knowing these actions would expose consumers, such as Plaintiff, to serious danger in order to advance its pecuniary interest and monetary profits.

84. Defendant'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 with willful and conscious disregard for the safety of the Plaintiff, his family, and consumers like him, entitling the Plaintiff to punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant 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

Plaintiff demands 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, Plaintiff demands judgment against the Defendant for damages, to which he is 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 Plaintiff and against Defendant;
- b. damages to compensate Plaintiff for his injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant's Pressure cookers;
- c. pre and post judgment interest at the lawful rate;
- d. exemplary, punitive, and treble 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.

Date: September 28, 2022

Respectfully submitted,

**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, LLC**

/s/ Randi Kassan, Esq.

Randi Kassan, Esq.

100 Garden City Plaza, Suite 500

Garden City, NY 11530

516-741-5600 / 516-741-0128 (fax)

Rkassan@milberg.com

In association with:

JOHNSON BECKER, PLLC

Adam J. Kress, Esq.

Pro Hac Vice to be filed

Anna Rick, Esq.

Pro Hac Vice to be filed

444 Cedar Street, Suite 1800

St. Paul, MN 55101

(612) 436-1800 / 612-436-1801 (fax)

akress@johnsonbecker.com

arick@johnsonbecker.com

Attorneys for Plaintiff



Programmable Electric Pressure Cooker

User Manual

Models: IP-DUO60/80

September 2016



(Pictures in the text are for reference only. Please refer to the actual product.)

Thank you for purchasing the multi-functional Instant Pot®. Please read the User Manual carefully before use and keep it in a convenient place for future reference.

Table of Contents

IMPORTANT SAFEGUARDS	3
Special Cord Set Instructions	4
Product Introduction.....	4
Product Features	5
Specifications	5
Product Accessories Included.....	6
Product Accessories for Purchase	7
Before the First Use	8
Installing the Condensation Collector	8
Removing and Installing the Anti-Block Shield	8
Removing and Installing the Sealing Ring.....	8
Safe Lid Opening.....	9
Cooking Preparation.....	9
Controls and States of the Cooker	11
Control Panel.....	11
States of the Cooker	12
Operation Keys.....	12
Function Keys	12
Cooking with Your Instant Pot®	14
Initial Test Run.....	14
Pressure Cooking.....	14
Slow Cooking.....	16
Delayed Cooking with Timer	16
Sautéing	17
Warming.....	17
Making Yogurt	17
Making Jiu Niang	18
Advanced Operations.....	19
Care and Maintenance.....	19
Cleaning	19
Troubleshooting	20
Limited Warranty.....	23

IMPORTANT SAFEGUARDS

Your Instant Pot® cooks with pressure. When using pressure cookers, basic safety precautions should always be followed.

PLEASE READ ALL INSTRUCTIONS.

1. Do not touch hot surfaces of pressure cooker. Use handles only.
2. This appliance should not be used near children or by individuals with disabilities or limited knowledge in using pressure cookers.
3. Do not place the pressure cooker in a heated oven or any hot surfaces.
4. Extreme caution must be used when moving a pressure cooker containing hot liquids.
5. Do not use pressure cooker for other than intended use.
6. Intended for countertop use. For Household use only. Not for outdoor use if unattended.
7. This appliance cooks under pressure. Always ensure there is a minimum of 1 measuring cup of liquid for the cooker to pressurize. Improper use may result in scalding injuries. Make certain the unit is properly closed before operating. Please see "Cooking Preparation".
8. For all pressure cooking programs, do not fill the unit over 2/3 full. When cooking foods that expand during cooking such as grains, beans, and dried vegetables, do not fill the unit over 1/2 full. Overfilling may cause a risk of clogging the pressure release valve and developing excess pressure. Please see "Cooking Preparation".
9. Be aware that certain foods, such as applesauce, cranberries, pearl barley, oatmeal and other cereals, split peas, noodles, macaroni, rhubarb, and spaghetti can foam, froth, sputter, and clog the pressure release. These food items should not be cooked in a pressure cooker.
10. Always check the pressure release valve, float valve and anti-block shield for clogging before use.
11. Make sure the pressure release handle is in the sealing position for all pressure cooking programs.
12. Do not open the pressure cooker until the unit has cooled and all internal pressure has been released. If the handles are difficult to push apart, this indicates that the cooker is still pressurized – do not force it open. Any pressure in the cooker can be hazardous. Please see "Cooking Preparation".
13. Never deep fry or pressure fry in the unit with oil.
14. To protect against electrical shock, do not immerse the cord, power plug, or appliance in any liquid.
15. Unplug from power outlet when not in use and before cleaning. Allow the unit to cool before putting on or taking off parts, and before cleaning. To disconnect, turn any control to "off", then remove plug from the wall outlet.
16. Do not operate any appliance with damaged cord or plug, or after the appliance malfunctions or has been damaged in any manner.
17. Use of accessories and parts that are not recommended by Instant Pot® may cause damages. Cook only in the stainless steel inner cooking pot provided.
18. Do not let cord hang over edge of table or counter, or touch hot surfaces.
19. Do not use this product in any electrical systems other than the North American electrical systems with voltage: 110-120V~/60Hz.

Special Cord Set Instructions

Model IP-DUO60/80 has a 3-prong grounding plug. To reduce the risk of electric shock, plug the power cord into a grounded (earthed) electrical outlet that is easily accessible. Model IP-DUO80 has a polarized plug (one blade is wider than the other). To reduce the risk of electric shock, this plug is intended to fit into a polarized outlet in only one way. If the plug does not fit into the outlet, flip the plug. Do not attempt to modify the plug in any way.

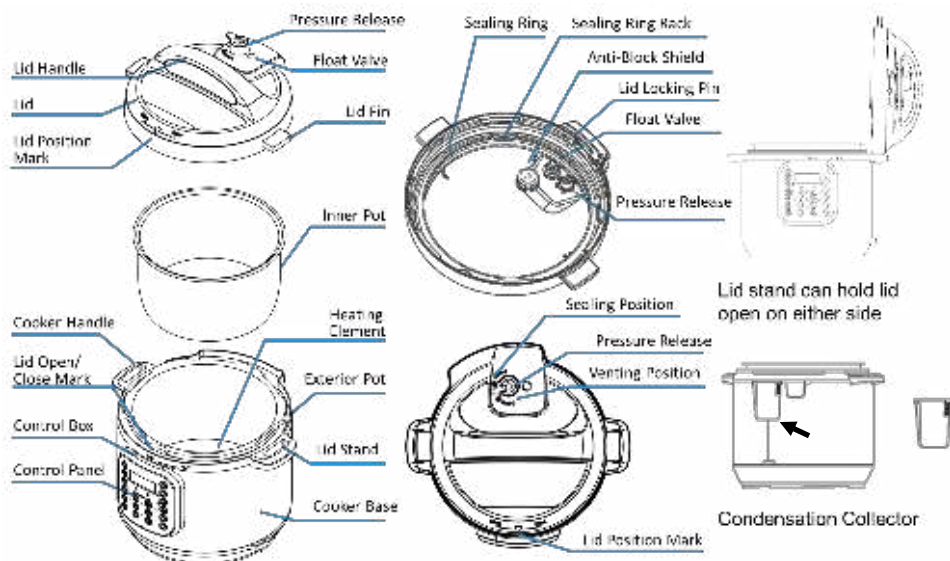
For safety reasons, the power supply cord is designed to be short to minimize the possibility of entanglement or tripping.

WARNING: Spilled food can cause serious burns. Keep appliance and cord away from children. Never drape cord over edge of counter, never use outlet below counter, and never use with an extension cord.

Product Introduction

Instant Pot® is a convenient, kitchen-friendly time and space saver. It is a 7-in-1 multi-function cooker combining the benefits of a Pressure Cooker, Sauté Pan, Slow Cooker, Rice Cooker, Steamer, Yogurt Maker, and Food Warmer. Its 14 micro-processor controlled intelligent programs make your everyday cooking as easy as pressing a button. It helps you conserve energy by saving up to 70% of energy comparing with conventional cooking. In most cases, your Instant Pot® reduces the cooking time by 70%, and preserves more vitamins and minerals in the food ingredients.

Instant Pot® has earned the entrusted UL certification by going through the rigorous UL lab testing. The product has been designed to avoid the common user errors and safety hazards of conventional stove-top pressure cookers through the use of 10 proven safety mechanisms and patented technologies. These include: 1) safety lid lock, 2) pressure regulator, 3) leaky lid smart detection, 4) anti-blockage vent, 5) magnetic sensor for lid position detection, 6) auto pressure control, 7) excess pressure protection, 8) auto temperature control, 9) high temperature monitoring, and 10) power fuse cut off.



Product Features

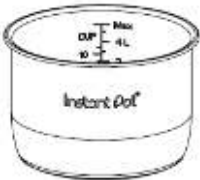





- **High safety standard:** 10 safety mechanisms and UL safety certification. Please visit www.InstantPot.com for detailed information.
- **Multi-functional:** Braising, pressure cooking, stewing, steaming, simmering, slow cooking, sauté/browning, fermenting, making yogurt and keeping warm.
- **14 convenient cooking programs controlled by a microprocessor:** Simply press one of the function keys to start cooking. The microprocessor inside the cooker does your job to control the time, cooking pressure and temperature.
- **Clean and pleasant:** Instant Pot® produces very little heat, noise and leaks almost no steam. This keeps the aromas and flavors of ingredients in the food and not in your kitchen.
- **Dual pressure settings for fast and flexible cooking:** Cooking with high pressure reduces cooking time by up to 70% and low pressure avoids overcooking delicate food.
- **Up to 24-hour of delayed cooking:** Up to 24 hours of delayed start. Perfect for meal planning.
- **Up to 240 minutes** of manual cooking time selection.
- **Auto keep warm:** After cooking, the keep-warm function starts automatically for 10 hours.
- **Dishwasher safe** stainless steel inner pot, lid and steam rack.

Specifications





- Working pressure: High 10.2 ~ 11.6psi (70 ~ 80kPa); Low 5.8 ~ 7.2 psi (40 ~ 50kPa)
- Pressure release limit: 16.68psi (115kPa)
- Working temperature: 115°C ~ 118°C (239°F ~ 244°F) at high pressure setting; 110°C ~ 112°C (229 ~ 233°F) at low pressure setting.
- “Keep warm” function: up to 99 hours 50 minutes, 63 ~ 78°C (145 ~ 172°F);
- “Slow Cook” function: 0.5 ~ 20 hours, at 88 ~ 99°C (190 ~ 210°F)
- “Sauté” function: “Normal” mode: 160 ~ 176°C (320 ~ 349°F); “More” mode: 175 ~ 210°C (347 ~ 410°F); “Less” mode: 135 ~ 150°C (275 ~ 302°F).
- “Yogurt” function: up to 99 hours 30 minutes. “Normal” mode for making yogurt: 36 ~ 43°C (96.8 ~ 109.4°F); “Less” mode for making Jiu Niang (fermented glutinous rice): 30 ~ 34°C (86 ~ 93.2°F); “More” for pasteurizing milk: 71~83°C (160~180°F).
- Please note that beeping is always ON in all error conditions.

Model	Power Supply	Power	Volume	Inner Pot Size	Weight	Dimension
IP-DUO60	120V~60Hz	1000W	6 Qt	16x22 cm 6.3x8.66 in	6.61 kg 14.57 lb	33x31x32 cm 13x12.2x12.6 in
IP-DUO80	120V~60Hz	1200W	8 Qt	18x24 cm 7.09x9.45 in	6.9 kg 15.21 lb	37.7x33.8x36 cm 14.8x13.3x14.2 in
Accessories	Rice Paddle, Soup Spoon, Measuring Cup, Steam Rack, Condensation Collector, User Manual and Recipe Booklet.					

Product Accessories Included

Accessories Included	Images	Descriptions
Stainless Steel Inner Pot		<ul style="list-style-type: none"> • 3-ply bottom for even heating • Food grade 304 (18/8) stainless steel • Mirror-polished surface for easy cleaning • Dishwasher safe
Sealing Ring		<ul style="list-style-type: none"> • Durable food safe silicone passing FDA standards • Dishwasher safe • Replace every 18-24 months or when deformation is noticed
Stainless Steel Trivet		<ul style="list-style-type: none"> • Stainless steel trivet to elevate food from water for steaming program
Rice Paddle		<ul style="list-style-type: none"> • Rice paddle for scooping out rice or food content • Stands up straight and lays flat
Soup Spoon		<ul style="list-style-type: none"> • Soup spoon for transferring soup/broth • Handle hooks onto inner pot rim
Measuring Cup		<ul style="list-style-type: none"> • Measuring cup for measuring quantity of food ingredients such as rice, multi-grains, etc.
<p>Please note that these accessories may discontinue and new accessories may become available. For additional purchases, replacements or the latest accessories collection, please visit the Instant Pot website at: www.instantpot.com/store</p>		

Product Accessories for Purchase

Accessories for Purchase	Images	Descriptions
Tempered Glass Lid		<ul style="list-style-type: none"> • 9-inch diameter fits most electric pressure cooker inserts • Professional grade tempered glass with steam release vent and stainless steel rim • Colorless glass for clear viewing • Dishwasher safe
Silicone Mini Mitt		<ul style="list-style-type: none"> • Food grade silicone passing FDA standards • Dishwasher safe • Ridged gripping surface, non-stick • Comfortable and easy to put on
Silicone Cover		<ul style="list-style-type: none"> • Creates air-tight and water-tight seal on the Instant Pot® stainless steel inner pot • Dishwasher safe • Food safe silicone passing FDA standards
Stainless Steel Steam Rack with Handle		<ul style="list-style-type: none"> • Stainless steel steam rack to elevate food content from water for steaming program • Handle designed for easy transferring of steam rack into and out of inner pot
<p>Please note that these accessories may discontinue and new accessories may become available. For additional purchases, replacements or the latest accessories collection, please visit the Instant Pot website at: www.instantpot.com/store</p>		

Before the First Use

Before the first use, please take out all accessories from the package and read this manual carefully. Please pay particular attention to operational instructions and cautions to avoid any injury or property damage. Please wash the inside of the lid and the inner pot with warm soapy water, rinse and dry thoroughly. Clean the outside of the cooker base with a clean damp cloth. **Never immerse the cooker base in water or any other liquid.** Never clean the cooker base in the dishwasher. The lid and sealing ring can be washed in the dishwasher. Make sure water is fully drained after washing. Inspect the lid to ensure that there is no food debris blocking the valves.

Installing the Condensation Collector

To install the condensation collector, slide it into the slot on the cooker base. Follow the reverse order to remove it for cleaning.



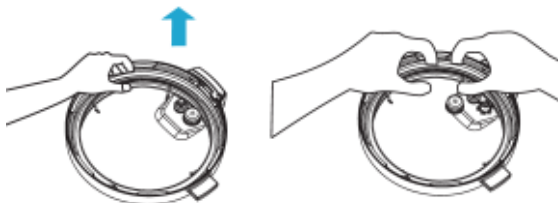
Removing and Reinstalling the Anti-Block Shield

The anti-block shield can be removed by pushing it on the side and outward. To install the anti-block shield, position it in place and press it down.



Removing and Installing the Sealing Ring

The sealing ring can be removed by pulling it outward, section by section, from the sealing ring rack. To reinstall the sealing ring, press it down into the rack section by section. The sealing ring can be installed with either side facing up.



Please note the following:

- Prior to each use, inspect to make sure the sealing ring is well seated in the sealing ring rack and the anti-block shield is mounted properly on the pressure release valve. A properly seated sealing ring can be shifted, with a bit of effort, clockwise or anti-clockwise inside the sealing ring rack.
- After use, remove any food debris from the sealing ring and anti-block shield.
- Keep the sealing ring clean to avoid odor. Washing the sealing ring in warm soapy water or dishwasher can remove odor. However, it is normal for the sealing ring to absorb the smell of certain acidic foods. It is recommended to have more than one sealing ring at home. You can purchase additional sealing rings from www.InstantPot.com.
- Never pull the sealing ring by force, as the force may deform the sealing ring and ring rack and affect the pressure sealing function.
- A sealing ring with cracks, cuts, or other damages should be replaced immediately.

Safe Lid Opening

1. Make sure the pressure cooking program is complete or press "Keep-Warm/Cancel" to terminate the program.
2. Release pressure by one of the following approaches.

Quick Release:

- Turn the pressure release handle to the "Venting" position to let out steam until the float valve drops down.

Caution:

- Please keep hands and face away from the opening on the top of the pressure release handle when using Quick Release. The escaping steam is hot and can cause scalds.
- Never pull out the pressure release handle when it is letting out steam.
- Please be aware that Quick Release is not suitable for food with large liquid volume or high starch content (e.g. porridge, congee, sticky liquids, soup, etc.). Food content may splatter out from the pressure release. Use Natural Release instead.

Natural Release:

- Allow the cooker to cool down naturally until the float valve drops down. This may take 10 to 15 minutes or even longer, depending on the amount of food inside. After cooking is finished, the cooker will be in Keep Warm mode.
 - Place a wet towel on the lid to speed up cooling.
3. Open the lid: Hold the lid handle, turn the lid counterclockwise to the open position, and lift the lid up to open. To avoid vacuum suction on the lid, turn the pressure release to "Venting" position to let in air when lifting the lid.
 - **Caution:** Do not open the lid until pressure inside the pot is completely released. As a safety feature, the lid is locked and won't open until the float valve drops down.
 - If the float valve is stuck due to food debris or sticky liquid, you can push it down with a pen or chopstick after you are certain that the pressure has been released completely by moving the pressure release handle to the venting position.
 - To avoid personal injuries, never attempt to force down the float valve to open the lid. DO NOT open the lid until after the pressure is completely released naturally or manually by opening the pressure release valve.

Cooking Preparation

1. Open the lid

Pick up the lid handle, rotate approximately 30 degrees counterclockwise until the ▼ mark on the lid is aligned with the ▲ "Open" mark on the cooker base.

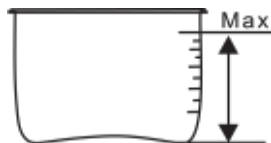


2. Check whether all parts on the lid are assembled properly

Check the float valve and pressure release valve for obstructions. Make sure that the sealing ring is well seated inside its holding rack. The anti-block shield is installed properly and the float valve can move up and down easily.

3. Take out the inner pot, and add food and liquid

For all pressure cooking programs, the total amount of pre-cooked food and liquid should NEVER pass $\frac{2}{3}$ of the inner pot capacity. When cooking food that expands during cooking such as rice, beans, or dried vegetables, do not fill pass $\frac{1}{2}$ of the inner pot capacity. Over filling may risk clogging the pressure release valve and developing excess pressure. This may also cause leakage, personal injuries, or damage to the unit.



For non-pressure cooking programs, do not fill past the MAX line.

4. Place the inner pot inside the cooker base

Be sure to remove any food debris. Wipe dry the outside of the inner pot and the heating plate inside the cooker base.



After putting the inner pot inside the cooker base, rotate the inner pot slightly to ensure good contact between the inner pot and the heating element.

5. Close the lid completely

Pick up the lid and put the lid on the cooker with the ▼ mark on the lid and the ▲ "Open" mark on the cooker base aligned. Rotate the lid clockwise approximately 30 degrees until the ▼ mark on the lid is aligned with the ▲ "Close" mark on the cooker base rim.



Instant Pot® has a safety feature to disable the cooker and the display flashes "Lid" if the lid is not positioned correctly. When using "Soup", "Poultry", "Meat/Stew", "Bean/Chili", "Multigrain", "Rice", "Steam", "Porridge" and "Yogurt", the lid should be fully closed. When using "Sauté", the lid should be open. "Keep Warm" and "Slow Cook" work with the lid either open or closed.

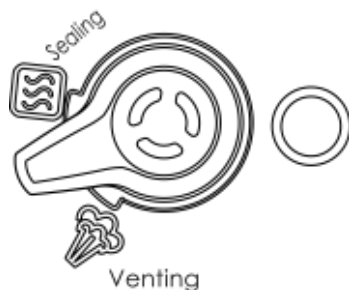
6. Position the pressure release handle properly

Please note that it is perfectly normal and necessary for the pressure release handle to be loose. It works by weight and simply rests on top of the pressure release outlet. It can also be removed for washing if necessary by pulling it straight out.

When running any of the programs except "Keep-Warm", "Sauté" or "Slow Cook", align the pointed end of the pressure release handle to "Sealing" position, indicating that the pressure cooker is in the sealed position.

The "Sauté" function must be used without the lid. The "Slow Cook" and "Keep-Warm" functions can operate with or without the lid, or use an optional glass lid available at www.InstantPot.com.

Caution: When the lid is closed while initiating the "Keep Warm" or "Slow Cook" program, the pressure release valve must be in the 'Venting' position.



Controls and States of the Cooker

Control Panel

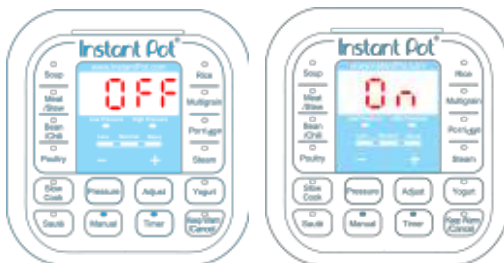
The control panel of your Instant Pot® consists of an LED display, 2 pressure indicators, 3 mode indicators, 4 operation keys and 14 function keys. Each function key has a function indicator light. Operation keys do not have indicator lights.



States of the Cooker

Your Instant Pot® has 3 states which are shown on the LED display and function indicators.

- **Standby state:** the LED display shows "OFF".
- **Pre-heating state:** the LED display shows "On" and the activated function indicator lights up.
- **Program operating state:** the activated function indicator lights up and the LED display shows time. For all pressure cooking, "Slow Cook" and "Delay Start" functions, the time counts down. For "Keep Warm" and "Yogurt" functions, the time counts up.



Operation Keys

The 4 operations keys include "+", "-", "Pressure" and "Adjust" keys. The "+" and "-" are used to change the time value.

The **"Pressure"** key toggles the pressure setting between "High Pressure" and "Low Pressure" for the pressure cooking functions which include "Soup", "Bean/Chili", "Poultry", "Meat/Stew", "Multigrain", "Porridge", "Steam", "Rice" and "Manual" functions. The "Pressure" key has no effect on non-pressure cooking functions: "Slow Cook", "Sauté" and "Yogurt".

The **"Adjust"** key can make 3 types of adjustments:

1. Changing the **pressure keeping time** for pressure cooking functions, except "Manual" and "Rice" functions. "Rice" is fully automatic.
2. Switching the **temperature** of "Slow Cook" and "Sauté".
3. Selecting **programs** in "Yogurt".

Function Keys

The most important key is **"Keep Warm/Cancel"**. When Instant Pot® is being programmed or in operation, pressing this key will cancel the program and return the cooker to standby state. When the cooker is in standby state, pressing this key activates the keep-warm program.

The **"Soup"** key is for making various soups and broth. You can use the "Adjust" key to select a shorter or longer cooking time, depending on the desired cooking result. Instant Pot® controls the pressure and temperature to a level that the liquid never goes into a heavy boiling state. For example, when making chicken broth with the "Soup/Broth" function, the broth is clear and the chicken remains intact after cooking. If you need the food content to be fully broken down, please stir and mix the soup before serving.



The **"Meat/Stew"** key is for cooking meat and stew. The "Adjust" key can be used to change the cooking **time** to achieve the desired meat texture. In general, the "More" setting is for fall-of-the-bone cooking results.

The **"Bean/Chili"** key is designed for cooking beans and making Chili. If you want the beans well cooked, please use the "Adjust" key to select "More" duration.

The **"Poultry"** key is programmed to make poultry dishes. You may use the "Adjust" key to change the poultry cooking time from "Normal" to "More" or "Less" depending on your preference of texture and the amount of poultry you put into the pot. Poultry meat is generally easier to cook than pork, lamb and beef and hence a shorter cooking time.

The **"Porridge"** key is to make porridge of various grains. You can use the "Adjust" key to select a cooking duration. The "Normal" duration is for rice porridge. For a mixture various grains and beans, please choose the "More" duration. Stir the Porridge before serving. Please note, **after the "Porridge" program is finished, do NOT put steam release handle in venting position;** otherwise the porridge will splatter through the steam release. Please use Natural Release.

The **"Bean/Chili"** key is specifically for cooking beans and making Chili. If you want the beans well cooked, please use the "Adjust" key to select "More" duration.

The **"Rice"** key is a fully automated smart program for cooking regular rice or parboiled rice. The cooking time is adjusted automatically depending on the amount of rice. To cook 2 cups of rice (using measuring cup provided), it takes about 10 minute pressure keeping time; for 3~5 cups of rice, it takes about 12 minute pressure keeping time; more cups will take longer time accordingly. Total cooking time is not displayed, whereas the pressure keeping time will be shown when working pressure is reached. The "Adjust" key has no effect on this program. Please note: You can cook as little as one cup of rice with the correct ratio of water.

The **"Multigrain"** key is a program for cooking mixed grains of wild rice, hard brown rice, mung beans, etc. There are three "Adjust" options for multigrain rice cooking. The "Normal" setting has 40 minutes of pressure cooking time. The "Less" setting has 20 minutes of pressure cooking time. The "More" setting has 45 minutes of warm water soaking time and 60 minutes of pressure cooking time. The "More" setting is suitable for harder grains such as dry split corn.

The **"Porridge"** key is for making porridge of various grains. You can use the "Adjust" key to select a cooking time. The "Normal" setting is for rice porridge. For a mixture of various grains and beans, please choose the "More" setting. Stir the Porridge before serving. Please note, **after the "Porridge" program is finished, do NOT put pressure release handle in the venting position,** otherwise the porridge will splatter out the pressure release. Please use Natural Release.

The **"Steam"** key is designed for steaming purposes. You can steam vegetables, seafood or reheat food with the steam rack provided. When steaming vegetables and seafood, please note that using the "Natural Release" method for releasing steam will likely overcook the food. You will need to use the 'Quick Release' method to release the pressure as soon as the cooking time has reached.

Using 1~2 cups (160ml) of water is sufficient for steaming fresh and frozen vegetables, with 1~2 minute of pressure keeping time. Please use the "+" or "-" key to change the steaming time. Please note that unlike other pressure cooking functions, the "Steam" function heats at full power continuously. This may burn food that is in direct contact with the bottom of the inner pot. Please use the trivet provided to elevate food above the water. Use a metal basket or (oven safe) glass/ceramic container that fits into the inner pot to contain the food.

The **"Slow Cook"** key allows you to use your Instant Pot® as a conventional slow cooker. The user can change the cooking time by pressing the "+" or "-" key to set the cooking time from 0.5 to 20 hours. The "Adjust" key allows the user to adjust the level of heating as in traditional slow cookers. Please see the "Slow Cooking" section for its usage.

The **"Manual"** key allows manual setting of cooking time. The time set in this mode is the pressure cooking time, which will begin to count down when working pressure is reached. The maximum pressure cooking time is 240 minutes.

The "Sauté" key is used for open lid sautéing, browning or simmering inside the inner pot. "Adjust" can be used to change the operating temperatures. Please see the "Sautéing" section for details.

The "Yogurt" key has 3 programs: making yogurt, pasteurizing milk and making Jiu Niang (aka fermented glutinous rice). Please see the "Making Yogurt" and "Making Jiu Niang" sections.

The "Timer" key is for delayed cooking. To start delayed cooking, first select the desired cooking function (all program functions except "Sauté" and "Yogurt"), and then press the "Timer" key. Use "+" and "-" to set the delayed hours. Press the "Timer" key again to change the minutes. **The time you are setting is the delayed time before the program starts.** Please allow sufficient cooking time and cooling down time before serving. The time delay can be adjusted with "+" or "-" keys for up to 24 hours. Please see the "Delayed Cooking with Timer" section for details.

Cooking with Your Instant Pot®

Initial Test Run

In order to familiarize yourself with the Instant Pot® and start cooking with your favourite recipe, it is highly recommended for first time users to do a test run. This test run will help you become familiar with Instant Pot®, make sure the unit is free of residues from the manufacturing process, and indicate whether your unit is working properly. This optional, but recommended, test run will complete in about 15 minutes.



1. Make sure the pressure release handle and float valve are unobstructed and clean, and that the sealing ring is properly inserted.
2. Place the inner pot in the cooker base and add 3 measuring cups of water into the inner pot.
3. Close the lid. Make sure that the pressure release handle is pointing to the "Sealing" mark on the lid.
4. Press the "Steam" button, and press the "-" button to change the time to 2 minutes.
5. In 10 seconds, your Instant Pot® will go into the preheating cycle (display showing "On"). Within a few minutes, steam will release for a minute or two until the Float Valve pops up to seal the cooker. Once working pressure is reached, which may take a few minutes or up to 10-13 minutes, the countdown timer will begin. When the countdown is finished, the Instant Pot® will beep and automatically switch into the "Keep Warm" mode.

The test is now complete. Press the "Keep-Warm/Cancel" button and/or unplug the unit. Once the pot cools down, you can open it and are ready to try your favorite recipes.

Pressure Cooking

The following procedure is for "Rice", "Soup", "Poultry", "Meat/Stew", "Bean/Chili", "Multigrain", "Porridge", "Steam" and "Manual" functions.

1. Follow steps in the "Cooking Preparation" section of this manual.
2. Connect power cord. The LED display shows "OFF" indicating that it's in standby state.



3. Select a cooking function, e.g. "Soup". Once a function key is pressed, its indicator lights up.
 - Within 10 seconds after pressing a function key, you can still select other function keys and adjust cooking time.
4. Select cooking time.
 - You may use the "Adjust" key (except for "Manual" and "Rice" functions) to adjust cooking time. Press the "Adjust" key repeatedly to change between "Normal", "Less" and "More" modes which will light up on the display.
 - If necessary, change the cooking time with "+" and "-". Press and hold the "+" or "-" key for faster changes.



- The built-in cooking time is suitable for most types of food. Please use the cooking time table in the recipe book to determine the appropriate cooking time based on the food type, quantity of food and your texture preference.
5. Select cooking pressure.
 - All functions except "Rice" defaults to High Pressure. For "Rice" function, the default is Low Pressure. Low Pressure operates at half of the regular working pressure (around 5.8psi or 40kpa). It is used to avoid overcooking tender food materials such as vegetables and for certain recipes that may require using low pressure setting.
 6. Cooking starts automatically in 10 seconds after the last key press.
 - Three audible beeps will sound to indicate the cooking process has begun. The LED display shows "On" indicating that the pre-heating state is in progress. Please note: Depending on the food content, the quantity and its temperature (frozen or not), **the preheat cycle can range between 10 to 40 minutes.**
 - As the pressure increases inside the cooker, it is perfectly normal for traces of steam to escape from the float valve until the float valve pops up.
 - Once the cooker reaches working pressure, the LED display changes from "On" to the programmed cooking time. The cooking time counts down to indicate the remaining time in minutes. During this pressurized state, you should not see any steam leaking out anywhere from the lid. However, from time to time, you may see a small amount of steam coming out from the pressure release handle. This is perfectly normal.
 - During the cooking operation, the cooker may make soft clicking sounds. This comes from the normal operation of the heating element switching on and off.



- At any time, you can cancel the cooking program in progress and return to standby mode by pressing the “Keep-Warm/Cancel” key.
7. When the pressure cooking cycle finishes, the cooker beeps and automatically goes into the “Keep Warm” cycle, called **Auto “Keep Warm” Cycle**. The LED display shows an “L” on the first digit, such as “L0:02”, to indicate the “Keep Warm” cycle and time duration. The clock counts up for 10 hours. If the 10 hour Auto “Keep Warm” cycle finishes, the cooker goes into standby state.
 - It is not recommended to leave cooked rice in “Keep-Warm” state for too long as it may affect the texture of the rice.
 8. To serve food, press “Keep-Warm/Cancel” to stop the keep-warm cycle and open the lid according to the “Safe Lid Opening” section of this manual.
 - When opening the lid, the inner pot may appear to be stuck on the lid due to vacuum effect caused by contraction of cooling air. Please turn the pressure release handle to “Venting” to let in air to release the vacuum.

Slow Cooking

1. Follow steps in the “Cooking Preparation” section of this manual. The pressure release handle should be at the “Venting” positions. An optional glass lid can also be used.
2. Connect the cooker to the power outlet. The LED display shows “OFF” indicating that it’s in standby state.
3. Press the “Slow Cook” key.
4. Change cooking time between 0.5 and 20 hours by pressing the “+” or “-” key.
5. Select the desired cooking mode with the “Adjust” key. By pushing the “Adjust” key repeatedly, you can adjust the cooking mode to “Normal”, “More” or “Less”, which correspond to medium, high and low in a conventional slow cooker.
6. Cooking starts automatically in 10 seconds after the last key is pressed.
7. When the cooking finishes, the cooker beeps and goes into the Auto “Keep Warm” cycle for 10 hours.



Delayed Cooking with Timer

Your Instant Pot® has a timer function to delay the start of cooking for up to 24 hours. Timer function does not apply to the “Keep Warm”, “Yogurt” and “Sauté” functions. The following shows how to program for delayed cooking.

1. Follow steps in the previous “Pressure Cooking” and “Slow Cooking” sections to set a cooking program.
2. Within 10 seconds after program selection, press the “Timer” key to set the hours and minutes to be delayed. Use “+” and “-” to set the delayed hours. Press the “Timer” key again to change the minutes. **The time is the delayed time before the program starts.** Please allow sufficient cooking time and cooling down time before serving.
3. 10 seconds after the last key press, the “Timer” function starts. The time on the LED display counts down, and the flashing green indicator on the “Timer” key changes to solid green.



4. To cancel the Timer operation, press the "Keep-Warm/Cancel" key at any time.
5. Your Instant Pot® starts cooking when the delay timer counts down to 0. After cooking, the cooker will then enter the Auto "Keep Warm" cycle for 10 hours. Please Note:
 - We highly discourage using the Timer function for perishable foods, such as meat and fish, which may spoil when left at room temperature for hours. Cooked rice may yield overly soft texture due to long soaking time. It may also cause a layer of burned rice at the bottom of the pot if it is left in Keep-Warm mode for too long.
 - The "Timer" function is **not recommended for porridge, oatmeal or other frothy, sticky foods** due to the possibility of the float valves getting blocked and causing overflow of food content. The Instant Pot® should not be left unattended during the preheat cycle. Since the "Timer" function implies leaving the unit unattended, it is strongly recommended to not use the "Timer" program for the types of food mentioned above.

Sautéing

1. Follow steps in the "Cooking Preparation" section of this manual. Keep the lid open to avoid pressure from building up inside the cooker. An optional glass lid can also be used.
2. Connect the cooker to the power outlet. The LED display shows "OFF" indicating that it's in standby state.
3. Press the "Sauté" key. For safety reasons, the maximum operation time of one "Sauté" cycle is 30 minutes.
4. Change the cooking temperature among "Normal", "More" and "Less" modes with the "Adjust" key. The "Normal" mode is suited for regular sauté or pan searing. The "More" mode is for stir-frying or browning meat at higher temperature. The "Less" mode is suitable for simmering, reducing juices or thickening sauces. To avoid pressure building up, the lid cannot be closed. If you accidentally close the lid, flashing "Lid" is displayed to warn about the wrong lid position.



Caution: partially closing the lid during sautéing could cause pressure to build up in the cooker. This can be hazardous.

5. Heating starts automatically in 10 seconds after the last key is pressed. The "Sauté" program can be cancelled at any time by pressing "Keep Warm/Cancel" key.
6. When the designated temperature is reached, the LED display shows "Hot". "Hot" will not appear if there is water inside pot.
7. When cooking finishes, the cooker beeps and goes to standby state. If you need more time, simply press the "Sauté" key again.



Warming

Pressing the "Keep-Warm/Cancel" key in the standby state activates the "Keep Warm" function. You can use "+" and "-" to change the time from 10 minutes to 99 hours and 50 minutes. When "Keep Warm" function starts, the time counts up by minutes. The "Keep Warm" function can be used with or without the lid closed. You can also use an optional glass lid for this function. When it finishes, the cooker beeps and goes to standby state.

Making Yogurt

You can make yogurt either with the inner pot or use glass bottles. The process to make yogurt

involves two steps. The first step is to pasteurize the milk by heating it to 180° F/83° C. This serves two purposes: (1) killing pathogens and harmful bacteria which can grow during the fermentation period, and (2) denaturing milk proteins, which prevents curdling of milk and makes the proteins easier to absorb.

Instant Pot® provides two convenient ways to heat your milk. If you use the inner pot to make yogurt, press “Yogurt” then “Adjust” to “More” mode with the word “boil” on the display. Instant Pot® will then boil the milk to 180° F/83° C. When it’s done, it beeps and displays “yogt”.

If you use containers or bottles to make yogurt, you can steam the milk by: adding 1 cup of water in the inner pot, putting in the steam rack and placing your containers or bottles on top of the rack. Select the “Steam” function and set the time for 1 minute. Once the process is over, use the “Natural Release” method to release the steam.

The second step after heating the milk is to let it cool to below 115°F/46°C, then add an adequate amount of yogurt starter or fresh yogurt. If you use containers or bottles, you can place them in the inner pot without adding any additional water. Press the “Yogurt” function key, press “Adjust” to “Normal” mode and then adjust the time using the “+” and “-” keys based on the instructions of the yogurt starter. The program automatically starts in 10 seconds. When the program completes, Instant Pot® beeps, displays “yogt” and goes to standby state.

The yogurt can be served plain together with other dishes (e.g. curry), or mixed with honey or jam to make a fruit yogurt.

Making Jiu Niang

Jiu Niang, also known as fermented glutinous rice, is a sweet and mildly alcoholic delicacy of Asia. It is highly nutritious and easy to digest, commonly used to make desserts in China, Japan, Korean and other Asian countries. Glutinous rice, also known as sticky rice, is used to make Jiu Niang. Glutinous rice contains high concentration of starch which is converted to sugars during fermentation.

1. Soak two cups of glutinous rice in cold water for at least 5 hours until the rice grains become easily broken with fingers.
2. Drain the water and wrap the soaked rice with cheese cloth and put it into a steaming basket. Place the basket on top of the steam rack (trivet) and add 2 cups of water into the inner pot. Run the “Steam” function for 30 minutes. Use Natural Release method.
3. Prepare 1 cup of cold boiled water, (normally at a water-to-dry-rice ratio of 1:2), starter yeast powder, and a glass or ceramic container with lid. Make sure that all tools are clean and free from bacteria, oil and salt.
4. After the steamed rice cooled down to below 35°C/95°F, mix the cold water and yeast powder with the rice thoroughly in the container. Make sure that each rice grain is separated, rather than stuck together. Gently press the rice mixture together and leave a hole in the middle of the mixture.
5. Add water to the 3 cup mark in the inner pot. Place the containers into the inner pot with the steam rack. Water should submerge about 1cm/0.5in of the bottom of the containers for even heat conduction. Make sure to close the lid of the containers to avoid excess



evaporation from the rice.

6. Press the “Yogurt” function key and then press the “Adjust” key twice to “Less” mode for Jiu Niang function. The default fermentation time is 24 hours. You may need to change this based on the type of yeast used.
7. Jiu Niang will be ready when the program finishes. A well-made fermented glutinous rice has transparent liquid and some small gas bubbles with an aroma of liquor and is very sweet. If there are some white fungi on the surface, this is normal. If it has black fungi, the rice was contaminated during the process and it should not be consumed. Avoid running the fermentation for too long, which causes the rice to turn sour.
8. When the program completes, Instant Pot® beeps, displays “yogt” and goes to standby state.

Advanced Operations

1. Auto keep warm ON/OFF: In factory setting, ‘Auto Keep Warm’ is ON when a cooking program button is pressed. ‘Auto Keep Warm’ can be turned ON and OFF by a second press on the same cooking program button before the cooking program starts. During this period, the Keep Warm button indicator displays ON or OFF accordingly.
2. Audible beeping ON/OFF: In factory setting, beeping is ON. To turn beeping OFF, press and hold the “-” button for 3 seconds. The display will show “S OFF” to indicate “Sound OFF”.
3. Memorizing the last used program settings per cooking program button: The previously used cooking settings, including time, pressure and temperature are stored once the custom settings are defined, even after the Instant Pot® cooker is unplugged from power source. To reset to factory default settings, press and hold the “Adjust” button for 3 seconds when the Instant Pot® cooker is in the **OFF** mode.

Care and Maintenance

Regular care or maintenance is essential to ensuring that this product is safe for use. If any of the following circumstances takes place, please stop using the appliance immediately and contact the Instant Pot® support team.

- Power cord and plug appear worn out, deformed, discoloured or damaged.
- A portion of the power cord or plug gets hotter than usual.
- The cooker heats abnormally or emits a burnt smell.
- When powered on, there are unusual sounds or vibrations.

If there is dust or dirt on the plug or socket, please remove the dust or dirt with a dry cloth.

Cleaning

Caution: please make sure the appliance has cooled down and is unplugged before cleaning.

1. Clean the product after each use. Wipe the black inner housing rim and slot dry with cloth to prevent rusting on the exterior pot rim.
2. Remove the lid and take out the inner pot, wash them with detergent, rinse with water and then wipe dry with a soft cloth. The stainless steel inner pot is also dishwasher safe.
3. Use water to clean the lid, including the sealing ring (which can be removed), pressure release, anti-block shield, and wipe them clean with a soft dry cloth. Do not take apart the pressure release handle assembly.
4. Clean the cooker base with a clean damp cloth. **Do not immerse the cooker into water.** Do not use a wet cloth to clean the pot while the power cord is plugged into the power outlet.

Troubleshooting

If you experience any problem with the appliance, please DO NOT return the product to the retail store or online merchant. For technical assistance and product return information, please:

- Create a support ticket at www.InstantPot.com/support/
- Email to support@instantpot.com
- Or call 1800 828-7280 for Instant Pot customer care team

The cases in the following tables do not always indicate a faulty cooker. Please examine the cooker carefully before contacting the support team for repair. You can also find help videos and FAQs on www.InstantPot.com/faq/

Troubleshooting Table

	Problem	Possible Reason	Solution
1	Difficult to close the lid	Sealing ring not installed properly	Position the sealing ring well
		Float valve in the popped-up position	Press the float valve lightly downward
2	Difficult to open the lid	Pressure exists inside the cooker	Position the pressure release valve to the venting position to reduce the internal pressure. Open the lid after the pressure is
		Float valve stuck at the popped-up position	Press the float valve lightly with a pen or chopstick.
3	Steam leaks from the side of the lid	No sealing ring	Install the sealing ring
		Sealing ring damaged	Replace the sealing ring
		Food debris attached to the sealing ring	Clean the sealing ring
		Lid not closed properly	Open then Close the lid again
4	Steam leaks from float valve for over 2 minutes	Food debris on the float valve silicone seal	Clean the float valve silicone seal
		Float valve silicone ring worn-out	Replace the float valve silicone ring
5	Float valve unable to rise	Too little food or water in inner pot	Add water according to the recipe
		Float valve obstructed by the lid locking pin	Close the lid completely, see "Cooking Preparation" section
6	Steam comes out from exhaust valve non-stop	Pressure release handle not in sealing position	Turn the release handle to the sealing position
		Pressure control fails	Contact support online
7	Display flashes "Lid"	Lid is not in the correct position for the selected program	Close lid for pressure cooking or open the lid for sautéing
8	Display shows "noPr"	Working pressure is not reached during pre-heating cycle.	If the lid leaks steam, please see Problems 3, 4, 5 and 6. If there is no steam leaking and you have frozen food in the cooker, please run the current program again.
9	Display shows "Ovht"	Overheating is detected on the inner pot	Please stop the program and check if the food at the bottom of the inner pot is burnt.

Troubleshooting Table (Cont...)

	Problem		Possible Reason	Solution
10	Display remains blank after connecting the power cord		Bad power connection or no power.	Inspect the power cord to ensure a good connection, check that the power outlet is still active.
			Cooker's electrical fuse has blown	Contact support online
11	All LEDs flash with a code appearing on screen	C1 code	Faulty temperature sensor (cannot be detected)	Contact support online
		C2 code	Faulty temperature sensor (short circuited)	Contact support online
		C5 code	Temperature is too high because inner pot is not placed	Put in the inner pot properly
			Temperature is too high because there is no water in inner pot	Put food and water in the inner pot
		C6 code	Faulty pressure sensor	Contact support online
12	Rice half cooked or too hard		Too little water	Adjust dry-rice and water ratio according to recipe
			Cover opened prematurely	After cooking cycle completes, leave the cover on for 5 more minutes
13	Rice too soft		Too much water	Adjust dry-rice and water ratio according to recipe
14	Intermittent beeping after the cooker starts for a while		Indication of overheating. The cooker has reduced the heating temperature, and may not reach cooking pressure	Possibly starch deposits at the bottom of the inner pot, which have clogged heat dissipation. Stop the cooker and inspect the bottom of the inner pot
15	Occasional ticking or light cracking sound		The normal sound of power switching and expanding pressure board in changing temperature	Nothing to be worried about
			Bottom of inner pot is wet.	Wipe inner pot bottom dry before cooking

Limited Warranty

Instant Pot® Company (the "IPC") warrants this appliance to be free from defects in workmanship and material, under normal residential use, for a period of one (1) year from the date of purchase. This warranty extends only to the original purchaser and use in USA and Canada. A purchase receipt, purchase order number or other proof of date of original purchase is required before warranty service is performed. IPC's obligation under this warranty is limited to replacing or repairing, or assisting in the repair at IPC's option. All repairs for which warranty claims are made must be pre-authorized by IPC.

This appliance comes equipped with many safety features. Any attempt to interfere with their operation may result in serious injury/damages and void this warranty. No warranty service will be provided to any appliance that has been tampered with, unless directed by an IPC representative.

This warranty does not cover normal wear of parts or damage resulting from negligent use or misuse of the appliance, use contrary to the operating instructions, failure to provide reasonable and necessary maintenance, or disassembly, repair or alteration by anyone unless directed by an Instant Pot® Representative. **This warranty does not cover units that are used outside of US and Canada.** Further, the warranty does not cover damage resulting from Acts of God, such as fire, flood, hurricanes and tornadoes. **IPC is not responsible for shipping cost for warranty service.**

Limitation and Exclusions

To the extent permitted by applicable law, the liability of IPC, if any, for any allegedly defective appliance or part shall be limited to repair or replacement of the appliance or part and shall not exceed the purchase price of a comparable replacement appliance or part. THE PROVISIONS OF THIS WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCT(S) COVERED BY THIS WARRANTY. ALL IMPLIED WARRANTIES WITH RESPECT TO THE APPLIANCES(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

IPC is not responsible or liable for indirect, special or consequential damages arising out of or in connection with the use or performance of the appliance or damages with respect to any economic loss, loss of property, loss of revenues or profits, loss of enjoyment or use, costs of removal, installation or other consequential damages of whatsoever nature. Some provinces/states do not allow the exclusion or limitation of incidental or consequential damages. Accordingly, the above limitation may not apply to you.

You the buyer may have other rights and remedies under your state's or province's applicable laws, which are in addition to any right or remedy which may be available under this limited warranty.

Warranty Service

If the appliance should become defective within the warranty period, please contact Instant Pot® Customer Service team by

- Create a support ticket at www.InstantPot.com/support/
- Email to support@instantpot.com
- Or call 1800 828-7280 for Instant Pot® customer service representative

To facilitate speedy service, please provide:

- Your name, email address or phone number
- A copy of the original purchase receipt with order number, the model and serial number
- Description of the product defect, pictures or video if possible

All contents in this document have been checked carefully. Instant Pot Company reserves the right to interpret any printing mistake or misunderstanding of content.

For any technical improvement or change in appearance or name plate, changes shall be placed in the revised manual without further notice. In case of changes in appearance and color, please refer to the actual product for detailed information.

Standards: UL 1026, Fifth Edition
CAN/CSA-C22.2 No. 1335.1-93
CAN/CSA-C22.2 No.1335.2.15-93

Revision: August 2016

Instant Pot® Company

11 – 300 Earl Grey Dr., Suite 383
Ottawa, Ontario
Canada K2T 1C1

Telephone: +1 800 828-7280
Fax: +1 (613) 800-0726
Web: <http://www.InstantPot.com>
E-mail: support@instantpot.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

FEROZE EDUN

(b) County of Residence of First Listed Plaintiff QUEENS, NEW YORK
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Randi Kassan, Esq., MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN,
LLC, 100 Garden City Plaza, Suite 500, Garden City, NY 11530. Telephone:
(516) 741-5600

DEFENDANTS

INSTANT BRANDS, INC.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

Does this action include a motion for temporary restraining order or order to show cause? Yes ☐ No ☒

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332Brief description of cause:
Products Liability action involving a defective Pressure Cooker

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

9/28/2022

/s/ Randi Kassan

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Randi Kassan, Esq., counsel for Plaintiff Feroze Edun, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):



monetary damages sought are in excess of \$150,000, exclusive of interest and costs,



the complaint seeks injunctive relief,



the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 1(c)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? ☐ Yes ☒ No
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? ☐ Yes ☒ No
- b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? ☒ Yes ☐ No
- c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: .

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? ☐ Yes ☒ No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.



Yes



No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?



Yes

(If yes, please explain



No

I certify the accuracy of all information provided above.

Signature: /s/ Randi Kassan

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FEROZE EDUN

Plaintiff(s)

v.

INSTANT BRANDS, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* INSTANT BRANDS, INC.
495 March Road, Suite 200
Kanata, ON, Canada K2K 3G1

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Randi Kassan, Esq.
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, LLC
100 Garden City Plaza, Suite 500
Garden City, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNNA B. MAHONEY
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: