

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

JOHNNIE REDMOND WRIGHT,)

Plaintiff,)

v.)

INSTANT BRANDS, INC.,)

Defendant.)

CASE NO.: _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, **JOHNNIE REDMOND WRIGHT**, (hereafter referred to as “Plaintiff”), by and through their undersigned counsel, **JOHNSON BECKER, PLLC** and **HENINGER GARRISON DAVIS, 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 Programmable Electric Pressure Cooker,” which specifically includes the Ultra (referred to hereafter as “pressure cooker(s)” of “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.

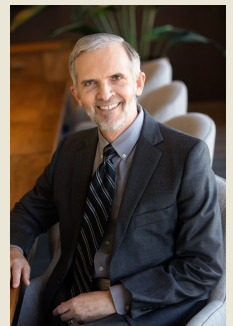
Michael Johnson

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, its families and other bystanders. The Plaintiff in this case was able to remove the lid while the pressure cooker retained pressure, causing her 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 Ultra Owner’s manual, pg. 20. (“As a safety feature, until the float valve drops down the lid is locked and cannot be opened.”). A copy of the Owner’s manual is attached hereto as “Exhibit A”.

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

PLAINTIFF JOHNNIE REDMOND WRIGHT

7. Plaintiff is a minor, and a resident and citizen of the city of Bessemer, County of Jefferson, State of Alabama.

8. In or around October 12, 2019, Plaintiff purchased a new pressure cooker, Model Ultra 60, from Walmart.

9. On or about November 13, 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 Plaintiffs. The incident occurred as a result of the failure of the pressure cooker's supposed "Built-In Safety Features," which purport to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as the result of Defendants failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

DEFENDANT INSTANT BRANDS INC.

10. Defendant designed, manufactured, marketed, imported, distributed, and sold a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others.

11. Defendants boast that "[t]he Instant Pot line of products are truly tools for a new lifestyle and especially cater to the needs of health-minded individuals"² with its "main goal" to provide

² See <https://instantpot.com/about-instant-brands-inc-instant-pot/> (last accessed November 8, 2021)

“best kitchen experience by offering unsurpassed user interface design and connected technologies.”³

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 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 Alabama and intentionally availed itself of the markets within Alabama 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 “Convenient, Dependable and Safe,”⁴ allowing consumers to cook “healthy, tasty dishes.”⁵

Defendant goes so far as to claim

³ *Id.*

⁴ See <https://instantpot.com/portfolio-item/lux-6-quart/#tab-id-1> (last accessed November 8, 2021).

⁵ *Id.*

18. For instance, the Defendant claims that the Ultra 3-in-1 Mini comes equipped with a “Quick Release Button” that “ensures the safer handling of the steam release after cooking is completed.”⁶

19. To further propagate its message, Defendant has, 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 at <https://www.hippressurecooking.com/instant-pot-ultra-review/>:

- a. “While all the other Instant Pot models have 10 safety systems, the ULTRA claims to have 11!”
 - i. **Primary Safety Release Valve** – will release pressure if the internal pressure exceeds 15.23psi or 105kpa
 - ii. **Anti-Blockage Vent** – prevents food debris from blocking the vent.
 - iii. **Safety Lid Lock** – prevents accidental opening of the cooker while it is pressurized – even without electricity.
 - iv. **Lid Position Detection**– monitors whether the lid in an unsafe zone for pressure cooking.
 - v. **Temperature Sensor**– monitor the cooking temperature and ensures that it remains in a safe range.
 - vi. **Burn Protection** – high-temperature monitoring during heat-up, saute’, keep warm and other programs, avoids burning food.
 - vii. **Pressure Sensor** – keeps pressure always in the safe range.
 - viii. **Electrical current and temperature fuse** – cuts off power if the current or internal temperature exceeds safety limits.
 - ix. **Encapsulated last-resort pressure release** – Should the primary pressure regulating valve fail, the excess pressure is released into the body of the unit (between the outer lining and the inner pot).

⁶ See <https://instantpot.com/portfolio-item/ultra/> (last accessed November 8, 2021)

- x. **Leaky lid detection** – Detects when the pressure cooker has run dry which is likely due to a leaky lid
- xi. **Quick Release Button** – Automatically puts the valve in locking position.

b. “I asked Instant Pot how this was a safety system and they told me it was a mechanism “to reset the steam release to the Sealing position when the lid is closed or opened”. Which, according to them, eliminates the common error of leaving the vent open during cooking.”⁷

20. By reason of the forgoing acts or omissions, the above-named Plaintiff purchased 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.

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

22. 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.

23. 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.

24. 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.

⁷ See, e.g. <https://www.hippressurecooking.com/instant-pot-ultra-review/> (last accessed November 15, 2020)

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

26. 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.

27. 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.

SPECIFIC COUNTS

COUNT ONE AS TO AS TO INSTANT BRANDS, INC.

ALABAMA EXTENDED MANUFACTURER'S LIABILITY DOCTRINE

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

29. Defendant Instant Brands designed, manufactured, sold, distributed, marketed, and supplied the Subject Pressure Cooker, which was designed in a defective condition; defectively manufactured; contained inadequate and incomplete warnings for foreseeable consumers and users; and were otherwise unreasonably dangerous for its intended use by foreseeable consumers, including Plaintiff.

30. The Subject Pressure Cooker was unreasonably dangerous in design and manufacture due to the lid of the pressure cooker being removable with built-up pressure, heat and steam still inside the unit.

31. Defendant Instant Brands failed to act reasonably in choosing a design of the Subject Pressure Cooker that did not prevent the lid from being removed while still pressurized.

32. Defendant Instant Brands could have used a safer alternative design to prevent the lid from being removed while still pressurized.

33. At the time the Subject Pressure Cooker were manufactured and sold by Defendant Instant Brands they were defective, unsafe, and unreasonably dangerous for their intended and foreseeable use(s) by consumers, including Plaintiff, due to these manufacturing defects or omissions by Defendant.

34. The manufacturing defects of the Subject Pressure Cooker allowed the lid of the pressure cooker to be removed with built-up pressure, heat and steam still inside the unit, leading to serious personal injuries like those described herein in this Complaint.

35. Defendant Instant Brands failed to conduct adequate safety testing and inspection of the Subject Pressure Cooker.

36. The Subject Pressure Cooker did not contain adequate warnings or instructions for use, making it defective and unreasonably dangerous to consumers and foreseeable users of the Subject Pressure Cooker, including Plaintiff.

37. Defendant Instant Brands failed to warn foreseeable users and consumers, including Plaintiff, of any specific risk of harm, including that the Subject Pressure Cooker could suddenly and unexpectedly explosively separate from the unit during its normal directed use.

38. The Subject Pressure Cooker was expected to reach and did reach the intended consumers, including Plaintiff, without substantial change in the condition in which it was sold.

39. A reasonable consumer, including Plaintiff, would not have reason to expect that the lid Subject Pressure Cooker could suddenly and unexpectedly explosively separate from the unit during its normal directed use.

40. Plaintiff did not misuse or materially alter the Subject Pressure Cooker and is unaware as to how she could have avoided the incident.

41. At the time they were sold, Defendant Instant Brands knew or should have known that the lid Subject Pressure Cooker could suddenly and unexpectedly explosively separate from the unit during its normal directed use.

42. The design and manufacturing defects contained within the Subject Pressure Cooker, as well as Defendant Instant Brands inadequate warnings and instructions for the use of the Subject Pressure Cooker, were the proximate causes of, directly resulted in, and/or substantially contributed to the injuries sustained by Plaintiff and her resulting damages, for which the Defendants in this case are liable.

43. By reason of the foregoing, Plaintiff demands judgment against Defendant Instant Brands for compensatory damages, together with interest, costs of suit, attorneys' fees, and all such other and further relief as the Court deems proper.

COUNT TWO AS TO INSTANT BRANDS, INC.

NEGLIGENCE/WANTONNESS

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

45. Defendant Instant Brands had a duty of reasonable care to design, manufacture, market, and sell non-defective pressure cookers that are reasonably safe for their intended uses by consumers, such as Plaintiffs and his family.

46. Defendant Instant Brands 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.

47. Defendant Instant Brands 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.

48. 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 (and continue to do so) its pressure cookers to the general public.

49. By reason of the foregoing, Plaintiff demands judgment against Defendant Instant Brands for compensatory damages, together with interest, costs of suit, attorneys' fees, and all such other and further relief as the Court deems proper.

COUNT THREE AS TO INSTANT BRANDS, INC.

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

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

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

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

53. 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.

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

55. 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.

56. By reason of the foregoing, Plaintiff demands judgment against Defendant Instant Brands for compensatory damages, together with interest, costs of suit, attorneys' fees, and all such other and further relief as the Court deems proper.

COUNT FOUR AS TO INSTANT BRANDS, INC.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

58. At the time Defendant Instant Brands marketed, distributed, and sold their pressure cookers to the Plaintiff's friend in this case, Defendant warranted that its pressure cookers were merchantable and fit for the ordinary purposes for which they were intended.

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

60. Defendants pressure cookers were not merchantable because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.

61. 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.

62. Defendants breach of implied warranty of merchantability was the direct and proximate cause of Plaintiffs' injury and damages

63. By reason of the foregoing, Plaintiff demands judgment against Defendant Instant Brands for compensatory damages, together with interest, costs of suit, attorneys' fees, and all such other and further relief as the Court deems proper.

INJURIES & DAMAGES

64. As a direct and proximate result of Defendant's negligence and wrongful misconduct as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries and damages including past, present, and future physical and emotional pain and suffering as a

result of the incident on or about November 12, 2019. Plaintiff is entitled to recover damages from Defendant for these injuries in an amount which shall be proven at trial.

65. As a direct and proximate result of Defendant's negligence and wrongful misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full enjoyment of life and disfigurement as a result of the incident on or about November 12, 2019. Plaintiff is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendant in an amount to be proven at trial.

66. As a direct and proximate cause of Defendant's negligence and wrongful misconduct, as set forth herein, Plaintiff has incurred medical treatment, as well as other expenses, as a result of the severe burns she suffered as a result of the incident on or about November 12, 2019. Plaintiff is entitled to recover damages from Defendants for her past, present and future medical and other expenses in an amount which shall be proven at trial.

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 Plaintiffs and against Defendant;
- b. damages to compensate Plaintiffs for their injuries, economic losses and pain and suffering sustained as a result of the use of the Defendants 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.

DEMAND FOR JURY DEMAND

Plaintiff demands a trial by jury on all counts and as to all issues.

Respectfully submitted,

Dated: November 9, 2021

HENINGER GARRISON DAVIS, LLC

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