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20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **FOR THE COUNTY OF LOS ANGELES**

22 **TASHA MILLER**, an individual,  
23  
24 Plaintiff,

25 v.

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

Case No.:

**FIRST AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL**

1. Strict Products Liability
2. Negligent Products Liability
3. Breach of Express Warranty
4. Breach of Implied Warranty of Merchantability
5. Breach of Implied Warranty of Fitness for a Particular Purpose
6. Violations of California Civil Code § 1750 *et. seq.*

Plaintiff, **TASHA MILLER** (hereafter referred to as “Plaintiff”), by and through her

1 undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW, P.C.**, hereby submits  
2 the following Complaint and Demand for Jury Trial against Defendants **PICK FIVE IMPORTS,**  
3 **INC. d/b/a MAXI-MATIC U.S.A., INC.** (hereafter referred to as “Defendant Maxi-Matic”) and  
4 **DOES 1-100** (hereafter referred to as “Doe Defendants”) (collectively referred to as “Defendants”),  
5 alleges the following upon personal knowledge and belief, and investigation of counsel:  
6

7 **NATURE OF THE CASE**

8 1. Defendant Maxi-Matic designs, manufactures, markets, imports, distributes and sells  
9 a wide-range of consumer kitchen products, including the subject “Elite Bistro Pressure Cooker,”  
10 which specifically includes the Model Number EPC-816 (referred to hereafter as “pressure  
11 cooker(s)”) that is at issue in this case.

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

17 3. Specifically, said defects manifest themselves when, despite Defendant’s statements,  
18 the lid of the pressure cooker is removable with built-up pressure, heat and steam still inside the  
19 unit. When the lid is removed under such circumstances, the pressure trapped within the unit causes  
20 the scalding hot contents to be projected from the unit and into the surrounding area, including onto  
21 the unsuspecting consumers, their families and other bystanders. The Plaintiff in this case was able  
22 to remove the lid while the pressure cooker retained pressure, causing her serious and substantial  
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28 <sup>1</sup> See, e.g. Elite Bistro EPC-816 Owner’s Manual, pgs. 13, 14. A copy of the Owner’s Manual is attached hereto as “Exhibit A”.







1           19.     However, the aforementioned pressure cooker was defectively and negligently  
2 designed and manufactured by the Defendants in that they failed to properly function as to prevent  
3 the lid from being removed with normal force while the unit remained pressurized, despite the  
4 appearance that all the pressure had been released, during the ordinary, foreseeable and proper use  
5 of cooking food with the product; placing the Plaintiff, her family, and similar consumers in danger  
6 while using the pressure cookers.  
7

8           20.     Defendants' pressure cookers possess defects that make them unreasonably  
9 dangerous for their intended use by consumers because the lid can be rotated and opened while the  
10 unit remains pressurized.

11           21.     Further, Defendants' representations about "safety" are not just misleading, they are  
12 flatly wrong, and put innocent consumers like Plaintiff directly in harm's way.

13           22.     Economic, safer alternative designs were available that could have prevented the  
14 Pressure Cooker's lid from being rotated and opened while pressurized.  
15

16           23.     Defendant knew or should have known that its pressure cookers possessed defects  
17 that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendant continues to ignore  
18 and/or conceal its knowledge of the pressure cookers' defects from the general public and continues  
19 to generate a substantial profit from the sale of its pressure cookers.  
20

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

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

3 **FIRST CAUSE OF ACTION**

4 **STRICT PRODUCTS LIABILITY**

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

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

9 27. At the time of Plaintiff's injuries, Defendants' pressure cookers were defective and  
10 unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

11 28. Defendants' pressure cookers were in the same or substantially similar condition as  
12 when they left the possession of the Defendants.

13 29. Plaintiff and her family did not misuse or materially alter the pressure cooker.

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

16 31. Further, a reasonable person would conclude that the possibility and serious of harm  
17 outweighs the burden or cost of making the pressure cookers safe. Specifically:

- 18
- 19
- 20 a. The pressure cookers designed, manufactured, sold, and supplied by Defendants  
21 were defectively designed and placed into the stream of commerce in a defective and  
22 unreasonably dangerous condition for consumers;
- 23 b. The seriousness of the potential burn injuries resulting from the product drastically  
24 outweighs any benefit that could be derived from its normal, intended use;
- 25 c. Defendants failed to properly market, design, manufacture, distribute, supply, and  
26 sell the pressure cookers, despite having extensive knowledge that the  
27 aforementioned injuries could and did occur;
- 28 d. Defendants failed to warn and place adequate warnings and instructions on the  
pressure cookers;
- e. Defendants failed to adequately test the pressure cookers; and

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

3 32. Defendants actions and omissions were the direct and proximate cause of the  
4 Plaintiff's injuries and damages.

5 **WHEREFORE**, Plaintiff demands judgment against Defendants for damages, together with  
6 interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.  
7

8 **SECOND CAUSE OF ACTION**

9 **NEGLIGENT PRODUCTS LIABILITY**

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

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

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

17 34. Defendants failed to exercise ordinary care in the manufacture, sale, warnings,  
18 quality assurance, quality control, distribution, advertising, promotion, sale and marketing of its  
19 pressure cookers in that Defendants knew or should have known that said pressure cookers created  
20 a high risk of unreasonable harm to the Plaintiff and consumers alike.  
21

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

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





1 appearance that the pressure has been released, making the pressure cookers not safe for use by  
2 consumers.

3 42. Defendants breached their express warranties in one or more of the following ways:

- 4 a. The pressure cookers as designed, manufactured, sold and/or supplied by the  
5 Defendants, were defectively designed and placed into the stream of commerce by  
6 Defendants in a defective and unreasonably dangerous condition;
- 7 b. Defendants failed to warn and/or place adequate warnings and instructions on their  
8 pressure cookers;
- 9 c. Defendants failed to adequately test its pressure cookers; and
- 10 d. Defendants failed to provide timely and adequate post-marketing warnings and  
11 instructions after they knew the risk of injury from their pressure cookers.

12 43. Plaintiff used the pressure cooker with the reasonable expectation that it was properly  
13 designed and manufactured, free from defects of any kind, and that it was safe for its intended,  
14 foreseeable use of cooking.

15 44. Plaintiff's injuries were the direct and proximate result of Defendants' breach of their  
16 express warranties.

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

19  
20 **FOURTH CAUSE OF ACTION**

21 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

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

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

1           46.     At the time Defendants marketed, distributed and sold their pressure cookers to the  
2 Plaintiff in this case, Defendants warranted that its pressure cookers were merchantable and fit for  
3 the ordinary purposes for which they were intended.

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

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

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

10          50.     Plaintiff used the pressure cooker with the reasonable expectation that it was properly  
11 designed and manufactured, free from defects of any kind, and that it was safe for its intended,  
12 foreseeable use of cooking.

13          51.     Defendants' breach of implied warranty of merchantability was the direct and  
14 proximate cause of Plaintiff's injury and damages.

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

17                                 **FIFTH CAUSE OF ACTION**

18                                 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

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

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

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



1 disseminated by Defendants contained statements that were false, misleading, or that omitted  
2 material information that Defendants were under a duty to disclose and which were known or should  
3 have been known to Defendant to be false, misleading or deceptive.

4           61.     Specifically, Defendants warranted and represented that their pressure cookers were  
5 safe and free of defects in materials and workmanship and that they possessed certain “safety  
6 features”.

7           62.     Defendants warranties and representations that their pressure cookers were safe and  
8 free from defects, including that they possessed “safety features,” would influence a reasonable  
9 consumer’s decision whether to purchase and use the pressure cookers.

10           63.     Defendants’ failure to warn of its pressure cookers defects was a material omission  
11 that would influence a reasonable consumer’s decision whether to purchase its pressure cookers.

12           64.     Plaintiff’s mother and/or her family relied on the truth of Defendants’ warranties and  
13 representations concerning the pressure cookers, and Plaintiff suffered personal damages as result  
14 of this reliance.

15           65.     Had Plaintiff and/or her family been adequately warned concerning the likelihood  
16 that the pressure cooker’s lid could be removed while pressurized, they would have taken steps to  
17 avoid damages by not using this product.

18           66.     As a result of these violations of consumer protection laws, the Plaintiff in this case  
19 has incurred and will incur: serious physical injury, pain, suffering, loss of opportunity, loss of  
20 family and social relationships, and medical and hospital expenses and other expense related to the  
21 diagnosis and treatment thereof, for which the Defendants are liable.

22           **WHEREFORE**, Plaintiff demands judgment against Defendants for damages, together with  
23 interest, costs of suit, attorneys’ fees, and all such other relief as the Court deems proper.  
24

1 **INJURIES & DAMAGES**

2 67. As a direct and proximate result of Defendants’ negligence and wrongful misconduct  
3 as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries  
4 and damages including past, present, and future physical and emotional pain and suffering as a result  
5 of the incident on or about December 17, 2017. Plaintiff is entitled to recover damages from  
6 Defendants for these injuries in an amount which shall be proven at trial.  
7

8 68. As a direct and proximate result of Defendants’ negligence and wrongful  
9 misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full  
10 enjoyment of life and disfigurement as a result of the incident on or about December 17, 2017.  
11 Plaintiff is entitled to recover damages for loss of the full enjoyment of life and disfigurement from  
12 Defendants in an amount to be proven at trial.  
13

14 69. As a direct and proximate cause of Defendants’ negligence and wrongful  
15 misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for medical care  
16 and treatment, as well as other expenses, as a result of the severe burns she suffered as a result of  
17 the incident on or about December 17, 2017. Plaintiff is entitled to recover damages from  
18 Defendants for her past, present and future medical and other expenses in an amount which shall be  
19 proven at trial.  
20

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff demands judgment against the Defendants as follows:

- 23 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 24 B. That judgment be entered in favor of the Plaintiff and against Defendants on all of  
25 the aforementioned claims and issues;
- 26 C. That Plaintiff recover all damages against Defendants, general damages and special  
27 damages, including economic and non-economic, to compensate the Plaintiff for her  
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injuries and suffering sustained because of the use of the Defendants’ defective pressure cooker;

- D. That all costs be taxed against Defendants;
- E. That prejudgment interest be awarded according to proof;
- F. That Plaintiff be awarded attorney’s fees to the extent permissible under California law; and
- G. That this Court awards any other relief that it 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.

**Dated:** \_\_\_\_\_

**HARLAN LAW, PC**

By: \_\_\_\_\_  
Jordon R. Harlan, Esq.

*In association with:*

**JOHNSON BECKER, PLLC**

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.

**Dated: November 6, 2019**

**HARLAN LAW, PC**

By: \_\_\_\_\_  
Jordon R. Harlan, Esq.

*In association with:*

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