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14	SUPERIOR COURT OF THE STATE OF CALIFORNIA					
	FOR THE COUNTY OF LOS ANGELES					
15	FOR THE COUNTY	OF LOS ANGELES				
15 16	FOR THE COUNTY TASHA MILLER, an individual,	Case No.:				
	TASHA MILLER, an individual, Plaintiff,					
16	TASHA MILLER, an individual,	Case No.: FIRST AMENDED COMPLAINT AND				
16 17	TASHA MILLER, an individual, Plaintiff,	Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL				
16 17 18	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXI-	Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL 1. Strict Products Liability 2. Negligent Products Liability				
16 17 18 19	TASHA MILLER, an individual, Plaintiff, v.	Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL 1. Strict Products Liability 2. Negligent Products Liability 3. Breach of Express Warranty				
16 17 18 19 20	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXIMATIC U.S.A., INC, a California	Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL 1. Strict Products Liability 2. Negligent Products Liability				
16 17 18 19 20 21	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, a California Corporation; and DOES 1-100, inclusive,	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				
16 17 18 19 20 21 22	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, a California Corporation; and DOES 1-100, inclusive,	 Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL Strict Products Liability Negligent Products Liability Breach of Express Warranty Breach of Implied Warranty of Merchantability Breach of Implied Warranty of Fitness for a Particular Purpose Violations of California Civil Code § 1750 				
16 17 18 19 20 21 22 23	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, a California Corporation; and DOES 1-100, inclusive,	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				
16 17 18 19 20 21 22 23 24	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, a California Corporation; and DOES 1-100, inclusive,	 Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL Strict Products Liability Negligent Products Liability Breach of Express Warranty Breach of Implied Warranty of Merchantability Breach of Implied Warranty of Fitness for a Particular Purpose Violations of California Civil Code § 1750 				
16 17 18 19 20 21 22 23 24 25	TASHA MILLER, an individual, Plaintiff, v. PICK FIVE IMPORTS, INC. d/b/a MAXI-MATIC U.S.A., INC, a California Corporation; and DOES 1-100, inclusive, Defendants.	 Case No.: FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL Strict Products Liability Negligent Products Liability Breach of Express Warranty Breach of Implied Warranty of Merchantability Breach of Implied Warranty of Fitness for a Particular Purpose Violations of California Civil Code § 1750 				

COMPLAINT AND DEMAND FOR JURY TRIAL

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

NATURE OF THE CASE

- 1. Defendant Maxi-Matic designs, manufactures, markets, imports, distributes and sells a wide-range of consumer kitchen products, including the subject "Elite Bistro Pressure Cooker," which specifically includes the Model Number EPC-816 (referred to hereafter as "pressure cooker(s)") that is at issue in this case.
- 2. Defendant Maxi-Matic touts the "safety" 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 her serious and substantial

¹ 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".

bodily injuries and damages including, but not limited to, 2nd and 3rd degree burns to her chest and abdomen.

- 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 her.
- 5. 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 TASHA MILLER

- 6. Plaintiff is a resident and citizen of the city of Oklahoma City, County of Cleveland, State of Oklahoma.
- 7. On or about January 4, 2016, Plaintiff purchased a new pressure cooker, Model No. EPC-816.
- 8. On or about December 17, 2017, 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 feature[s]," which purport to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as the result of Defendant's failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

² *Id.* at pg. 5.

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

- 9. Defendant Maxi-Matic designs, manufactures, markets, imports, distributes and sells a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others. Defendant Maxi-Matic is a California corporation, with is principal place of business and registered service address at 18401 Arenth Avenue, STE. B, City of Industry, California 91748.
- 10. Plaintiff is ignorant of the identities of Doe Defendants, and therefore sues these defendants by such fictitious names. The Doe Defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, each of the Doe Defendants were the parent, subsidiary, agent, servant, employee, coventurer, and/or co-conspirator of the other Defendant Maxi-Matic and were at all times mentioned, acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe Defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged was proximately caused by their conduct.

JURISDICTION AND VENUE

- 11. Venue is proper in this Court in that Defendant Maxi-Matic resides in Los Angeles County.
- 12. Jurisdiction in this Court is proper in that Defendant Maxi-Matic is located and regularly conducts business here and is subject to general and specific personal jurisdiction in this Court. Defendant Maxi-Matic's negligent and wrongful acts or omissions caused tortious injury in the State of California and are subject to personal jurisdiction in this Court.

13. Jurisdiction in this Court is also proper in that Doe Defendants have purposely availed themselves to the privilege of conducting business in the State of California and are therefore subject to specific personal jurisdiction in this Court. Doe Defendants' negligent and wrongful acts or omissions caused tortious injury in the State of California and are therefore subject to personal jurisdiction in this Court.

FACTUAL BACKGROUND

- 14. Defendant Maxi-Matic is engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing and selling the pressure cookers at issue in this litigation.
- 15. Defendant Maxi-Matic aggressively warrants, markets, advertises and sells its pressure cookers as "advanced technology" ³ allowing consumers to cook "faster and healthier." ⁴
- 16. According to the Owner's Manual accompanying each individual unit sold, the pressure cookers purport to be designed with a "safety feature" and that prevents the lid from opening until all pressure is released; misleading the consumer into believing that the pressure cookers are reasonably safe for their normal, intended use.
- 17. By reason of the forgoing acts or omissions, the Plaintiff and/or her family 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.
- 18. Plaintiff used her 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 Defendants.

 $^{^{3}}$ *Id.* at pg. 6.

⁴ *Id*

⁵ *Id.* at pg. 13.

- 19. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured by the Defendants in that they 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, her family, and similar consumers in danger while using the pressure cookers.
- 20. Defendants' 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.
- 21. Further, Defendants' representations about "safety" are not just misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly in harm's way.
- 22. Economic, safer alternative designs were available that could have prevented the Pressure Cooker's lid from being rotated and opened while pressurized.
- 23. 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 conceal its knowledge of the pressure cookers' defects from the general public and continues to generate a substantial profit from the sale of its pressure cookers.
- 24. As a direct and proximate result of Defendants 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.
- 25. Consequently, the Plaintiff in this case seeks compensatory damages resulting from the use of Defendants' pressure cooker as described above, which has caused the Plaintiff to suffer

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 AGANST 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 10	27. At the time of Plaintiff's injuries, Defendants' pressure cookers were defective and			
11	unreasonably dangerous for use by foreseeable consumers, including Plaintiff.			
12	28. Defendants' pressure cookers were in the same or substantially similar condition as			
13	when they left the possession of the Defendants.			
14	29. Plaintiff and her family did not misuse or materially alter the pressure cooker.			
15	30. The pressure cookers did not perform as safely as an ordinary consumer would have			
16 17	expected them to perform when used in a reasonably foreseeable way.			
18	31. Further, a reasonable person would conclude that the possibility and serious of harm			
19	autivisials the hyuden on east of malting the massive analysis sefe. Specifically			
20	a. The pressure cookers designed, manufactured, sold, and supplied by Defendants were defectively designed and placed into the stream of commerce in a defective and			
21	unreasonably dangerous condition for consumers;			
22	b. The seriousness of the potential burn injuries resulting from the product drastically			
23	outweighs any benefit that could be derived from its normal, intended use;			
$egin{array}{c c} 24 & \\ 25 & \\ \end{array}$	c. Defendants 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;			
26	d. Defendants failed to warn and place adequate warnings and instructions on the			
27	pressure cookers;			
28	e. Defendants failed to adequately test the pressure cookers; and			

fully at length herein.

- f. Defendants failed to market an economically feasible alternative design, despite the existence of economical, safer alternatives, that could have prevented the Plaintiff' injuries and damages.
- 32. Defendants actions and omissions were the direct and proximate cause of the Plaintiff's injuries and damages.

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

SECOND CAUSE OF ACTION

NEGLIGENT PRODUCTS LIABILITY

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

Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth

- 33. Defendants 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 Plaintiff and her family.
- 34. Defendants 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 Defendants knew or should have known that said pressure cookers created a high risk of unreasonable harm to the Plaintiff and consumers alike.
- 35. Defendants were negligent in the design, manufacture, advertising, warning, marketing and sale of its pressure cookers in that, among other things, they:
 - 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.

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

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

THIRD CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY

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

- 37. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 38. Defendants expressly warranted that its pressure cookers were safe and effective to members of the consuming public, including Plaintiff and her family. Moreover, Defendants expressly warranted that the lid of the pressure cooker could not be removed while the unit remained pressurized. For example, the pressure cooker Owner's Manual states that "[a]s a safety feature, the lid will not open unless all pressure is released."
- 39. Members of the consuming public, including consumers such as the Plaintiff, were the intended third-party beneficiaries of the warranty.
- 40. Defendants marketed, promoted and sold its pressure cookers as a safe product, complete with "safety features."
- 41. Defendants' 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

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- 46. At the time Defendants marketed, distributed and sold their pressure cookers to the Plaintiff in this case, Defendants warranted that its pressure cookers were merchantable and fit for the ordinary purposes for which they were intended.
- 47. Members of the consuming public, including consumers such as Plaintiff, were intended third-party beneficiaries of the warranty.
- 48. Plaintiff reasonably relied on Defendants' representations that its pressure cookers were a quick, effective and safe means of cooking.
- 49. Defendants' pressure cookers were not merchantable because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.
- 50. 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.
- 51. Defendants' breach of implied warranty of merchantability was the direct and proximate cause of Plaintiff's injury and damages.

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

FIFTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

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

- 52. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 53. Defendants manufactured, supplied, and sold their pressure cookers with an implied warranty that they were fit for the particular purpose of cooking quickly, efficiently and safely.

- 54. Members of the consuming public, including consumers such as Plaintiff, were the intended third-party beneficiaries of the warranty.
- 55. Defendants' pressure cookers were not fit for the particular purpose as a safe means of cooking, due to the unreasonable risks of bodily injury associated with their use.
- 56. Plaintiff reasonably relied on Defendants' representations that its pressure cookers were a quick, effective and safe means of cooking.
- 57. Defendants' breach of the implied warranty of fitness for a particular purpose was the direct and proximate cause of Plaintiff's injuries and damages.

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

SIXTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA CIVIL CODE SECTION 1750, et. seq.

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

- 58. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 59. California Business and Professions Code Section 17500 provides that it is unlawful for a corporation "to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading ..."
- 60. Defendants' representations, including statements made in Defendant's television, radio, and print advertising, websites, brochures, and all other written and oral materials

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

- 61. Specifically, Defendants warranted and represented that their pressure cookers were safe and free of defects in materials and workmanship and that they possessed certain "safety features".
- 62. Defendants warranties and representations that their pressure cookers were safe and free from defects, including that they possessed "safety features," would influence a reasonable consumer's decision whether to purchase and use the pressure cookers.
- 63. Defendants' failure to warn of its pressure cookers defects was a material omission that would influence a reasonable consumer's decision whether to purchase its pressure cookers.
- 64. Plaintiff's mother and/or her family relied on the truth of Defendants' warranties and representations concerning the pressure cookers, and Plaintiff suffered personal damages as result of this reliance.
- 65. Had Plaintiff' and/or her family been adequately warned concerning the likelihood that the pressure cooker's lid could be removed while pressurized, they would have taken steps to avoid damages by not using this product.
- 66. As a result of these violations of consumer protection laws, the Plaintiff in this case has incurred and will incur: serious physical injury, pain, suffering, loss of opportunity, loss of family and social relationships, and medical and hospital expenses and other expense related to the diagnosis and treatment thereof, for which the Defendants are liable.

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

INJURIES & DAMAGES

- 67. As a direct and proximate result of Defendants' negligence and wrongful misconduct as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries and damages including past, present, and future physical and emotional pain and suffering as a result of the incident on or about December 17, 2017. Plaintiff is entitled to recover damages from Defendants for these injuries in an amount which shall be proven at trial.
- 68. As a direct and proximate result of Defendants' 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 December 17, 2017. Plaintiff is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendants in an amount to be proven at trial.
- 69. As a direct and proximate cause of Defendants' negligence and wrongful misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for medical care and treatment, as well as other expenses, as a result of the severe burns she suffered as a result of the incident on or about December 17, 2017. 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 Defendants as follows:

- A. That Plaintiff has a trial by jury on all of the claims and issues;
- B. That judgment be entered in favor of the Plaintiff and against Defendants on all of the aforementioned claims and issues;
- C. That Plaintiff recover all damages against Defendants, general damages and special damages, including economic and non-economic, to compensate the Plaintiff for her

1		injuries and suffering sustained because of the use of the Defendants' defective		
2		pressure cooker;		
3				
4	D.	That all costs be taxed against Defendants;		
5	E.	That prejudgment interest be awarded according to proof;		
6	F.	That Plaintiff be awarded attorney's fees to the extent permissible under California		
7		law; and		
8	G.	That this Court awards any other relief that it may deem equitable and just, or that		
9		may be available under the law of another forum to the extent the law of another		
10		forum is applied, including but not limited to all reliefs prayed for in this Complain		
11		and in the foregoing Prayer for Relief.		
12				
13	Dated:	HARLAN LAW, PC		
14		By:		
15		Jordon R. Harlan, Esq.		
16		In association with:		
17		JOHNSON BECKER, PLLC		
18		Kenneth W. Pearson, Esq. (MN #016088X)		
19		Pro Hac Vice to be filed Adam J. Kress, Esq. (MN #0397289)		
20		Pro Hac Vice to be filed		
$_{21}$		444 Cedar Street, Suite 1800 St. Paul, MN 55101		
$_{22}$		Telephone: (612) 436-1800		
		Fax: (612) 436-1801		
23		Email: kpearson@johnsonbecker.com Email: akress@johnsonbecker.com		
24		Attorneys for Plaintiff		
25		Thorneys for I tuning		
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$_2$	DEMAND FOR JURY TRIAL		
3	Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the		
4	claims asserted in this Complaint so triable.		
5	Dated: November 6, 2019	HARLAN LAW, PC	
6			
7		By: Jordon R. Harlan, Esq.	
8		In association with:	
9			
10		JOHNSON BECKER, PLLC	
11		Kenneth W. Pearson, Esq. (MN #016088X)	
12		Pro Hac Vice to be filed Adam J. Kress, Esq. (MN #0397289)	
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