

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
FLINT DIVISION**

DELANO A. BURTON,

Docket No.:

Plaintiff,

v.

**PLAINTIFF DEMANDS TRIAL BY
JURY**

MEGAGOODS, INC. d/b/a MEGACHEF,

Defendant.

COMPLAINT

Plaintiff, **DELANO A. BURTON**, (hereafter referred to as “Plaintiff”), by and through his undersigned counsel, **JOHNSON BECKER, PLLC** hereby submits the following Complaint and Demand for Jury Trial against Defendant **MEGAGOODS, INC. d/b/a MEGACHEF** (hereafter referred to as “Defendant MegaChef” and “Defendant”), alleges the following upon personal knowledge and belief, and investigation of counsel:

NATURE OF THE CASE

1. Defendant MegaChef designs, manufactures, markets, imports, distributes and sells a wide-range of consumer kitchen products, including the subject “MegaChef Pressure Cooker,” which specifically includes the Model Number MCPR120A (referred to hereafter as “pressure cooker(s)” or “Subject Pressure Cooker”) that is at issue in this case.
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,

¹ See generally The Pressure Cooker by MegaChef MCPR120A Owner’s Manual. A copy of the Owner’s Manual is attached hereto as “Exhibit A.”

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 sustained serious and substantial bodily injuries and damages when the lid of the pressure cooker was able to be rotated, opened, or removed while the pressure cooker retained pressure.

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. 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 DELANO A. BURTON

6. Plaintiff Delano A. Burton is a resident and citizen of the city of Grand Blanc, County of Genesee, State of Michigan, and was born on June 9, 1966. Plaintiff therefore is a resident and citizen of the State of Michigan for purposes of diversity pursuant to 28 U.S.C. § 1332.

7. On or about February 10, 2020, 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 us 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 features 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 MEGAGOODS, INC.

8. Defendant designs, manufactures, markets, imports, distributes and sells a variety of consumer products including pressure cookers, cookware, electric kettles, televisions, and portable electronics, amongst others.

9. Defendant boasts that its MegaChef pressure cooker "uses advanced technology so you and your family can enjoy the benefits of better, faster and healthier cooking" and is "simple to use, makes meals quick and easy, and saves you money."²

10. Defendant is an California corporation with its principal place of business located at 26308 Spirit Court, Santa Clarita, California, 91350, and as such is deemed a resident of the State of California.

JURISDICTION AND VENUE

11. 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.

12. 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.

² The Pressure Cooker by MegaChef MCPR120A Owner's Manual, pg. 9.

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

FACTUAL BACKGROUND

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

15. Defendant warrants, markets, advertises, and sells its pressure cookers as a means to “effortlessly prepare delicious flavorful meals for your family and guests.”³

16. Defendant claims consumer safety is of utmost importance to them,⁴ and that its pressure cookers come equipped with a “smart lid”⁵ that purportedly protects the user, leading consumers to believe that its pressure cookers are safe for their intended and reasonably foreseeable purpose of cooking.

17. Specifically, Defendant claims the following:



³ See http://megachef.com/productdetails.php?cat=pressure_cookers&prod=99676 (last accessed January 30, 2023).

⁴ *Id.*

⁵ *Id.*

See, http://megachef.com/productdetails.php?cat=pressure_cookers&prod=99676

18. Further, the Owner's Manual accompanying each individual unit sold states, "Do not open the pressure cooker until the unit has cooled down and all internal pressure has been released. If the lid is difficult to rotate, this indicates that the cooker is still pressurized,"⁶ suggesting to the consumer that the pressure cooker cannot be opened without force while the unit retains pressure.

19. The Owner's Manual further claims that "[o]nce the pressure has released, the lid should open easily. If the lid feels tight, do not force it open and allow additional time for the pressure to fully release,"⁷ again leading the consumer to believe that the unit cannot be opened while it retains pressure.

20. 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.

21. 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.

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 rotated, opened, or 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.

⁶ The Pressure Cooker by MegaChef MCP120A Owner's Manual, pg. 6.

⁷ *Id.* at pg. 18.

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.

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

26. 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.

27. 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.

28. 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, physical pain, mental anguish, diminished enjoyment of life, and other damages.

CLAIMS FOR RELIEF

**COUNT I
STRICT LIABILITY**

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

30. At the time of Plaintiff's injuries, Defendant's pressure cookers were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

31. Defendant's pressure cookers were in the same or substantially similar condition as when they left the possession of Defendant when Plaintiff used his pressure cooker on February 10, 2020.

32. Plaintiff did not misuse or materially alter the pressure cooker, including through his use on February 10, 2020.

33. 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.

34. 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.

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

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

COUNT II
NEGLIGENCE

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

37. Defendant 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 his family.

38. 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.

39. 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.

40. Despite the fact that Defendant knew or should have known that the lid was able to be rotated, opened, and removed while the pressure cookers were still pressurized, Defendant continued to market its pressure cookers to the general public (and continues to do so).

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

COUNT III
BREACH OF IMPLIED WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE

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

42. 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.

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

44. 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 as described herein in this Complaint.

45. The Plaintiff in this case reasonably relied on Defendant's representations that its pressure cookers were a quick, effective and safe means of cooking, and relied on Defendant's representations regarding its pressure cookers' safety.

46. 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.

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

COUNT IV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

48. 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.

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

50. 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.

51. Plaintiff in this case purchased and used his pressure cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it were safe for its intended, foreseeable use of cooking, and relied on Defendant's representations regarding the safety of its units.

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

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

INJURIES & DAMAGES

53. 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. Plaintiff is entitled to recover damages from Defendant for these injuries in an amount which shall be proven at trial.

54. 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. 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.

55. As a direct and proximate result of Defendant's 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 catastrophic burns he suffered as a result of the incident. Plaintiff is entitled to recover damages from Defendant 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, 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 in excess of \$75,000 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. a trial by jury on all issues of the case;
- e. an award of attorneys' fees; and
- f. 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.

Respectfully submitted,

JOHNSON BECKER, PLLC

Date: January 30, 2023

/s/ Adam J. Kress, Esq.

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