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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**JILLIAN ELIZABETH CLANTON,  
an individual,**

**Plaintiff,**

**v.**

**INSTANT BRANDS, INC., a  
Canadian Corporation,**

**Defendant.**

Case No.:

**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

1 Plaintiff, **JILLIAN ELIZABETH CLANTON** (hereafter referred to as  
2 “Plaintiff”), by and through her undersigned counsel, [REDACTED]  
3 [REDACTED], hereby submits the following Complaint and Demand for  
4 Jury Trial against Defendant **INSTANT BRANDS, INC.** (hereafter referred to as  
5 “Defendant Instant Brands“ or “Defendant”) alleges the following upon personal  
6 knowledge and belief, and investigation of counsel:

7 **NATURE OF THE CASE**

8 1. Defendant Instant Brands designs, manufactures, markets, imports,  
9 distributes and sells a wide-range of consumer kitchen products, including the subject  
10 “Instant Pot Programmable Electric Pressure Cooker,” which specifically includes the  
11 Ultra (referred to hereafter as “pressure cooker(s)” of “Subject Pressure Cooker”) that  
12 is at issue in this case.

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

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

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28 <sup>1</sup> 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”.

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

6 5. Defendant ignored and/or concealed its knowledge of these defects in its  
7 pressure cookers from the Plaintiff in this case, as well as the public in general, in  
8 order to continue generating a profit from the sale of said pressure cookers.

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

12 **PLAINTIFF JILLIAN ELIZABETH CLANTON**

13 7. Plaintiff is a resident and citizen of the city of Pleasanton, County of  
14 Alameda, State of California.

15 8. On or about November 28, 2019, Plaintiff suffered serious and substantial  
16 burn injuries as the direct and proximate result of the pressure cooker’s lid being able  
17 to be rotated and opened while the pressure cooker was still under pressure, during  
18 the normal, directed use of the Pressure Cooker, allowing its scalding hot contents to  
19 be forcefully ejected from the pressure cooker and onto Plaintiff. The incident occurred  
20 as a result of the failure of the pressure cooker’s supposed “safety mechanisms,” which  
21 purport to keep the consumer safe while using the pressure cooker. In addition, the  
22 incident occurred as the result of Defendant’s failure to redesign the pressure cooker,  
23 despite the existence of economical, safer alternative designs.

24 **DEFENDANT INSTANT BRANDS, INC.**

25 9. Defendant designs, manufactures, markets, imports, distributes and sell  
26 a variety of consumer kitchen products including pressure cookers, air fryers, and  
27 blenders, amongst others.

1 10. Defendant boasts that “[t]he Instant Pot line of products are truly tools  
2 for a new lifestyle and especially cater to the needs of health-minded individuals”<sup>2</sup> with  
3 its “main goal” to provide “best kitchen experience by offering unsurpassed user  
4 interface design and connected technologies.”<sup>3</sup>

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

8 **JURISDICTION AND VENUE**

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

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

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

20 **FACTUAL BACKGROUND**

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

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<sup>2</sup> See <https://instantpot.com/about-instant-brands-inc-instant-pot/> (last accessed November 10, 2021)

<sup>3</sup> *Id.*

1           16. Defendant aggressively warrants, markets, advertises and sells its  
2 pressure cookers as “Convenient, Dependable and Safe,” allowing consumers to cook  
3 “healthy, tasty dishes.”

4           17. For instance, the Defendant claims that the Ultra comes equipped with a  
5 “Quick Release Button” that “ensures the safer handling of the steam release after  
6 cooking is completed.”<sup>4</sup>

7           18. To further propagate its message, Defendant has, and continues to utilize  
8 numerous media outlets including, but not limited to, infomercials, social media  
9 websites such as YouTube, and third-party retailers. For example, the following can  
10 be found at <https://www.hippressurecooking.com/instant-pot-ultra-review/>:

11           a. “While all the other Instant Pot models have 10 safety systems, the  
12 ULTRA claims to have 11!”

- 13           i. Primary Safety Release Valve – will release pressure if the internal  
14           pressure exceeds 15.23psi or 105kpa
- 15           ii. Anti-Blockage Vent – prevents food debris from blocking the vent.
- 16           iii. Safety Lid Lock – prevents accidental opening of the cooker while  
17           it is pressurized – even without electricity.
- 18           iv. Lid Position Detection– monitors whether the lid in an unsafe zone  
19           for pressure cooking.
- 20           v. Temperature Sensor– monitor the cooking temperature and  
21           ensures that it remains in a safe range.
- 22           vi. Burn Protection – high-temperature monitoring during heat-up,  
23           saute’, keep warm and other programs, avoids burning food.
- 24           vii. Pressure Sensor – keeps pressure always in the safe range.
- 25           viii. Electrical current and temperature fuse – cuts off power if the  
26           current or internal temperature exceeds safety limits.

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<sup>4</sup> See <https://instantpot.com/portfolio-item/ultra/> (last accessed November 8, 2021)

1 ix. Encapsulated last-resort pressure release – Should the primary  
2 pressure regulating valve fail, the excess pressure is released into  
3 the body of the unit (between the outer lining and the inner pot).

4 x. Leaky lid detection – Detects when the pressure cooker has run dry  
5 which is likely due to a leaky lid

6 xi. Quick Release Button – Automatically puts the valve in locking  
7 position.

8 b. “I asked Instant Pot how this was a safety system and they told me it was  
9 a mechanism “to reset the steam release to the Sealing position when the  
10 lid is closed or opened”. Which, according to them, eliminates the common  
11 error of leaving the vent open during cooking.”<sup>5</sup>

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

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

19 21. However, the aforementioned pressure cooker was defectively and  
20 negligently designed and manufactured by the Defendant in that it failed to properly  
21 function as to prevent the lid from being removed with normal force while the unit  
22 remained pressurized, despite the appearance that all the pressure had been released,  
23 during the ordinary, foreseeable and proper use of cooking food with the product;  
24 placing the Plaintiff, her family, and similar consumers in danger while using the  
25 pressure cookers.

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28 <sup>5</sup> See, e.g. <https://www.hippressurecooking.com/instant-pot-ultra-review/> (last accessed November 10, 2021)

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

4           23. Further, Defendant's representations about "safety" are not just  
5 misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly  
6 in harm's way.

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

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

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

19                           **FIRST CAUSE OF ACTION**

20                           **STRICT PRODUCTS LIABILITY**

21           PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST INSTANT  
22 BRANDS, INC., ALLEGES AS FOLLOWS:

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

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

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1           29. Defendant's pressure cookers were in the same or substantially similar  
2 condition as when they left the possession of the Defendant.

3           30. Plaintiff and her family did not misuse or materially alter the pressure  
4 cooker.

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

7           32. Further, a reasonable person would conclude that the possibility and  
8 serious of harm outweighs the burden or cost of making the pressure cookers safe.

9 Specifically:

10           a. The pressure cookers designed, manufactured, sold, and supplied by  
11 Defendant were defectively designed and placed into the stream of  
12 commerce in a defective and unreasonably dangerous condition for  
13 consumers;

14           b. The seriousness of the potential burn injuries resulting from the product  
15 drastically outweighs any benefit that could be derived from its normal,  
16 intended use;

17           c. Defendant failed to properly market, design, manufacture, distribute,  
18 supply, and sell the pressure cookers, despite having extensive knowledge  
19 that the aforementioned injuries could and did occur;

20           d. Defendant failed to warn and place adequate warnings and instructions  
21 on the pressure cookers;

22           e. Defendant failed to adequately test the pressure cookers; and

23           f. Defendant failed to market an economically feasible alternative design,  
24 despite the existence of economical, safer alternatives, that could have  
25 prevented the Plaintiff's injuries and damages.

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



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

3 **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
4 punitive damages according to proof, together with interest, costs of suit, attorneys'  
5 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right  
6 to amend the complaint to seek punitive damages if and when evidence or facts  
7 supporting such allegations are discovered.

8 **SECOND CAUSE OF ACTION**

9 **NEGLIGENT PRODUCTS LIABILITY**

10 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST INSTANT  
11 BRANDS, INC., ALLEGES AS FOLLOWS:

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

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

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

22 38. Defendant was negligent in the design, manufacture, advertising,  
23 warning, marketing and sale of its pressure cookers in that, among other things, it:

- 24 a. Failed to use due care in designing and manufacturing the pressure  
25 cookers to avoid 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  
28 television, social media, and other advertising outlets; and

1 d. Were otherwise careless or negligent.

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

6 **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
7 punitive damages according to proof, together with interest, costs of suit, attorneys'  
8 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right  
9 to amend the complaint to seek punitive damages if and when evidence or facts  
10 supporting such allegations are discovered.

11 **THIRD CAUSE OF ACTION**

12 **BREACH OF EXPRESS WARRANTY**

13 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST INSTANT  
14 BRANDS, INC., ALLEGES AS FOLLOWS:

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

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

21 a. "As a safety feature, the lid is locked and won't open until the float valve  
22 drops down."<sup>6</sup>

23 b. "Instant Pot® has a safety feature to disable the cooker and the display  
24 will flash "Lid" if the lid is not positioned correctly."<sup>7</sup>

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28 <sup>6</sup> *Id.* at pg. 9.

<sup>7</sup> *Id.* at 10.

1 c. “Once the lid is locked, and the contents are under pressure, there’s no  
2 way to open the pressure cooker.”<sup>8</sup>

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

5 43. Defendant marketed, promoted and sold its pressure cookers as a safe  
6 product, complete with “safety measures.”

7 44. Defendant’s pressure cookers do not conform to these express  
8 representations because the lid can be removed using normal force while the units  
9 remain pressurized, despite the appearance that the pressure has been released,  
10 making the pressure cookers not safe for use by consumers.

11 45. Defendant breached its express warranties in one or more of the following  
12 ways:

13 a. The pressure cookers as designed, manufactured, sold and/or supplied by  
14 the Defendant were defectively designed and placed into the stream of  
15 commerce by Defendant in a defective and unreasonably dangerous  
16 condition;

17 b. Defendant failed to warn and/or place adequate warnings and  
18 instructions on its pressure cookers;

19 c. Defendant failed to adequately test its pressure cookers; and

20 d. Defendant failed to provide timely and adequate post-marketing  
21 warnings and instructions after they knew the risk of injury from its  
22 pressure cookers.

23 46. Plaintiff used the pressure cooker with the reasonable expectation that it  
24 was properly designed and manufactured, free from defects of any kind, and that it  
25 was safe for its intended, foreseeable use of cooking.

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<sup>8</sup> See <https://www.youtube.com/watch?v=bVA2EqPf0s0> at 1:22 – 143.

1 47. Plaintiff's injuries were the direct and proximate result of Defendant's  
2 breach of its express warranties.

3 **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
4 punitive damages according to proof, together with interest, costs of suit, attorneys'  
5 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right  
6 to amend the complaint to seek punitive damages if and when evidence or facts  
7 supporting such allegations are discovered.

8 **FOURTH CAUSE OF ACTION**

9 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

10 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST INSTANT  
11 BRANDS, INC., ALLEGES AS FOLLOWS:

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

14 49. At the time Defendant marketed, distributed and sold its pressure  
15 cookers to the Plaintiff in this case, Defendant warranted that its pressure cookers  
16 were merchantable and fit for the ordinary purposes for which they were intended.

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

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

21 52. Defendant's pressure cookers were not merchantable because they had  
22 the propensity to lead to the serious personal injuries as described herein in this  
23 Complaint.

24 53. Plaintiff used the pressure cooker with the reasonable expectation that it  
25 was properly designed and manufactured, free from defects of any kind, and that it  
26 was safe for its intended, foreseeable use of cooking.

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

1           **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
2 punitive damages according to proof, together with interest, costs of suit, attorneys'  
3 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right  
4 to amend the complaint to seek punitive damages if and when evidence or facts  
5 supporting such allegations are discovered.

6   **FIFTH CAUSE OF ACTION**

7                   **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR**  
8   **PURPOSE**

9           PLAINTIFF, FOR A FIFTH CAUSE OF ACTION AGAINST INSTANT  
10 BRANDS, INC., ALLEGES AS FOLLOWS:

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

13           56. Defendant manufactured, supplied, and sold its pressure cookers with an  
14 implied warranty that they were fit for the particular purpose of cooking quickly,  
15 efficiently and safely.

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

18           58. Defendant's pressure cookers were not fit for the particular purpose as a  
19 safe means of cooking, due to the unreasonable risks of bodily injury associated with  
20 its use.

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

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

25           **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
26 punitive damages according to proof, together with interest, costs of suit, attorneys'  
27 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right  
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1 to amend the complaint to seek punitive damages if and when evidence or facts  
2 supporting such allegations are discovered.

3 **INJURIES & DAMAGES**

4 61. As a direct and proximate result of Defendant's negligence and wrongful  
5 misconduct as described herein, Plaintiff has suffered and will continue to suffer  
6 physical and emotional injuries and damages including past, present, and future  
7 physical and emotional pain and suffering as a result of the incident. Plaintiff is  
8 entitled to recover damages from Defendant for these injuries in an amount which  
9 shall be proven at trial.

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

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

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff demands judgment against the Defendant 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 Defendant on  
25 all of the aforementioned claims and issues;
- 26 C. That Plaintiff recover all damages against Defendant, general damages and  
27 special damages, including economic and non-economic, to compensate the  
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Plaintiff for her injuries and suffering sustained because of the use of the Defendants' defective pressure cooker;

D. That all costs be taxed against Defendant;

E. That prejudgment interest be awarded according to proof;

F. That Plaintiff be awarded attorney's fees to the extent permissible under Federal and 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.

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