



3. Specifically, said defects manifest themselves when heated blankets overheat, posing fire and burn hazard; just as it did in this case.

4. On or about June 30, 2023, Plaintiff was using the subject heating pad for the first time to help with an edema of her lower extremities, when the subject Heating pad unexpectedly overheated. As a result, Plaintiff sustained, *inter alia*, third-degree burns to her lower extremities, which ultimately required and allograft skin graft.

5. On March 16, 2023 the Consumer Products Safety Commission (“CPSC”) announced a recall of more than 43,000 of Defendants’ heating pads after receiving “13 reports of the blankets overheating.”<sup>1</sup>

6. Defendants knew or should have known of these defects but nevertheless put profit ahead of safety by continuing to sell its Heating pads to consumers, failing to warn said consumers of the serious risks posed by the defects, and failing to timely recall the dangerously defective Heating pads despite the risk of significant injuries to Plaintiffs and consumers like them.

7. As a direct and proximate result of Defendants’ collective conduct, the Plaintiff in this case incurred significant and painful bodily injuries, medical expenses, physical pain, mental anguish, and diminished enjoyment of life.

**PLAINTIFF KRISTIN TIEDE**

8. Plaintiff is a residents and citizen of the City of San Antonio, County of Bexar, State of Texas.

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<sup>1</sup> See the CPSC Recall Notice from November 24, 2020 (<https://www.cpsc.gov/Recalls/2023/Sunbeam-Heated-Blankets-Recalled-Due-to-Burn-and-Fire-Hazards-Distributed-by-Star-Elite>) a copy of which is attached hereto as Exhibit A.

9. On or about June 30, 2023, Plaintiff was using the subject heating pad for the first time when the subject Heating pad unexpectedly overheated. As a result, Plaintiff sustained, *inter alia*, third-degree burns to her lower extremities, which ultimately required and allograft skin graft.

**DEFENDANTS SUNBEAM, PRODUCTS, INC. & NEWELL BRANDS, INC.**

10. Defendants design, manufacture, market, import, distribute, and sell a variety of consumer home and kitchen products<sup>2</sup> including, *inter alia*, pressure cookers, heating pads, irons, mixers, blankets, and bedding.

11. Defendants claims to “[provide] total wellbeing solutions for living a healthy, lively and fulfilling life”<sup>3</sup> and boasts that it has “provided convenient solutions to make everyday life better”<sup>4</sup> for “over 100 years.”<sup>5</sup>

12. Defendant Sunbeam Products, Inc. is a Delaware Corporation with its registered place of business at 1293 North University Drive, #322, City of Coral Springs, Broward County, Florida 33071 and its principal place of business located at 2381 Executive Center Drive, City of Boca Raton, Palm Beach County, Florida 33431.

13. Defendant Newell Brands, Inc. is a Delaware corporation, with a principal place of business located at 6655 Peachtree Dunwoody Road, Atlanta, Georgia 30328. Upon information and belief, and at all times relevant, Defendant Newell Brands substantially participated in the distribution and sale of the subject pressure cooker, which caused Plaintiff’s injuries and damages.

**JURISDICTION AND VENUE**

14. This Court has subject matter jurisdiction over this case pursuant to diversity jurisdiction

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<sup>2</sup> See generally, <https://www.sunbeam.com/> (last accessed October 13, 2022).

<sup>3</sup> See, <https://www.newellbrands.com/our-brands/sunbeam> (last accessed October 13, 2022).

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

as 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.

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant Sunbeam Products, Inc. is a resident and citizen of this district.

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

### **FACTUAL BACKGROUND**

17. Defendants are engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing, and selling the Heating pads at issue in this litigation.

18. On or about June 30, 2023, Plaintiff was using the subject heating pad for the first time when the subject Heating pad unexpectedly overheated. As a result, Plaintiff sustained, inter alia, third-degree burns to her lower extremities, which ultimately required and allograft skin graft.

19. On March 16, 2023 the Consumer Products Safety Commission (“CPSC”) announced a recall of more than 43,000 of Defendants’ heating pads after receiving “13 reports of the blankets overheating.”<sup>6</sup>

20. By reason of the forgoing acts or omissions, Plaintiff used the Heating pad with the reasonable expectations 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. Plaintiffs used the Heating pad for its intended purpose and did so in a manner that was reasonable and foreseeable by Defendants.

22. However, the aforementioned Heating pad was defectively designed and manufactured by

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<sup>6</sup> See Exhibit A.

Defendants in that it over heated and gravely injured the Plaintiff during the ordinary, foreseeable and proper use of cooking food with the product; placing the Plaintiff and similar consumers in danger while using the Heating pads.

23. Defendants' Heating pads possess defects that make them unreasonably dangerous for their intended use by consumers because they can unexpectedly overheat or catch fire.

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

25. As a direct and proximate result of Defendants' intentional concealment of such defects, its failure to warn consumers of such defects, 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 Heating pad, which resulted in significant and painful bodily injuries.

26. Consequently, the Plaintiff in this case seek damages resulting from the use of Defendants' Heating pad as described above, which has caused the Plaintiff to suffer serious bodily injuries, medical expenses, physical pain, mental anguish, diminished enjoyment of life, and other damages.

### **CLAIMS FOR RELIEF**

#### **COUNT I STRICT LIABILITY**

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

28. At the time of Plaintiffs' injuries, Defendants' Heating pads were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

29. Defendants' heating pads were in the same or substantially similar condition as when they left the possession of the Defendant.

30. Plaintiff did not misuse or materially alter the Heating pad.

31. The Heating pads did not perform as safely as an ordinary consumer would have expected them to perform when used in a reasonably foreseeable way.

32. Further, a reasonable person would conclude that the possibility and risk of serious harm outweigh the burden or cost of making the Heating pads safe. Specifically:

- a. The Heating pads 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 outweigh any benefit that could be derived from its normal, intended use;
- c. Defendants failed to properly market, design, manufacture, distribute, supply, and sell the Heating pads, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendants failed to warn and place adequate warnings and instructions on the Heating pads;
- e. Defendants failed to adequately test the Heating pads; and
- f. Defendants failed to market an economically feasible alternative design, despite the existence of economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

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

**WHEREFORE**, Plaintiff demand judgment against Defendants for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend this Complaint to include a claim for punitive damages according to proof.

**COUNT II**  
**NEGLIGENCE**

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

35. Defendants had a duty of reasonable care to design, manufacture, market, and sell non-defective Heating pads that are reasonably safe for their intended uses by consumers, such as Plaintiffs and their family.

36. Defendants failed to exercise ordinary care in the manufacture, sale, warnings, quality assurance, quality control, distribution, advertising, promotion, sale, and marketing of its Heating pads in that Defendant knew or should have known that said Heating pads created a high risk of unreasonable harm to the Plaintiffs and consumers alike.

37. Defendants was negligent in the design, manufacture, advertising, warning, marketing, and sale of its Heating pads in that, among other things, it:

- a. Failed to use due care in designing and manufacturing the heating pads to avoid the aforementioned risks to individuals;
- b. Placed an unsafe product into the stream of commerce;
- c. Aggressively over-promoted and marketed its Heating pads through television, social media, and other advertising outlets; and
- d. Was otherwise careless or negligent.

38. Despite the fact that Defendants knew or should have known that consumers were able to remove the lid while the Heating pads were still pressurized, Defendant continued to market its heating pads to the general public (and continues to do so).

**WHEREFORE**, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiffs reserve the right to amend this Complaint to include a claim for punitive damages according to proof.

**DEMAND FOR JURY TRIAL**

Plaintiff demands that all issues of fact of this case be tried to a properly impaneled jury to the extent permitted under the law.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against the Defendants for damages, including punitive damages if applicable, to which she is entitled by law, as well as all costs of this action and interest, to the full extent of the law, whether arising under the common law and/or statutory law, including:

- a. judgment for Plaintiff and against Defendants;
- b. damages to compensate Plaintiff for their injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant's Heating pad;
- c. pre and post judgment interest at the lawful rate;
- d. a trial by jury on all issues of the case; and
- e. 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,

Dated: June 21, 2023

**JOHNSON BECKER, PLLC**

*/s/ Lisa A. Gorshe, Esq.*

Lisa A. Gorshe, Esq. (FL #122180)

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*Pro Hac Vice* to be filed

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