

FILED
05-15-2024
Anna Maria Hodges
Clerk of Circuit Court
2024CV003921
Honorable Brittany C.
Grayson-16
Branch 16

STATE OF WISCONSIN
CIRCUIT COURT
MILWAUKEE COUNTY

YASHIRA PADILLA,

Plaintiff,

Case No.:

Case Code: 30100

Case Type: Products Liability

v.

KOHL'S DEPARTMENT STORES, INC.,
and **MIDEA AMERICA CORP,**

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiff, **YASHIRA PADILLA**, (hereafter referred to as "Plaintiff"), by and through her undersigned counsel, **JOHNSON BECKER, PLLC**, hereby submits the following Complaint and Demand for Jury Trial against Defendants, **KOHL'S DEPARTMENT STORES, INC.** and **MIDEA AMERICA CORP** (collectively "Defendants"), and alleges the following upon personal knowledge and belief, and investigation of counsel:

NATURE OF THE CASE

1. This is a product liability action seeking recovery for substantial personal injuries and damages suffered by Plaintiff, after Plaintiff was seriously injured by an "Instant Pot ULTRA Pressure Cooker" (hereafter generally referred to as "pressure cooker(s) or "subject pressure cooker") marketed, imported, distributed, and sold by Defendant Kohl's Department Stores, Inc. ("Kohls") and designed, manufactured, marketed, imported, distributed and/or sold by Midea America Corp ("Midea") and Instant Brands, Inc. ("Instant Brands"). Instant Brands is currently engaged bankruptcy proceedings in the United States Bankruptcy Court for the Southern District

of Texas, and an automatic stay has been imposed. See *In re: Instant Brands Acquisition Holdings, Inc., et. al.*, 4:2023-bk-90716 [Dkt. 1].

2. Defendants market, import, distribute, and sell a wide-range of consumer products, including the subject “Instant Pot ULTRA Pressure Cooker,” which specifically includes the ULTRA 60 model that is at issue in this case.

3. Said pressure cookers are advertised as convenient and safe and are touted for their supposed “safety”¹ features, which claim to prevent the units from being opened while in use. Despite these claims of “safety,” Defendants marketed, imported, distributed, and sold a product that suffers from serious and dangerous defects. Said defects cause significant risk of bodily harm and injury to its consumers.

4. Specifically, said defects manifest themselves when, despite claims to the contrary, 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. In this case, the lid was able to be rotated, opened, and removed while the pressure cooker retained pressure, causing Plaintiff serious and substantial bodily injuries and damages.

5. Defendants 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.

¹ *See generally*, Instant Pot ULTRA User Manual. A copy of the User Manual is attached hereto as “Exhibit A.”

6. 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 YASHIRA PADILLA

7. Plaintiff, Yashira Padilla, is an adult resident and citizen of the City of Milwaukee, County of Milwaukee, State of Wisconsin.

8. On or about May 30, 2021, 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 retained 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 mechanisms"² which purport to keep the consumer safe while using the pressure cooker.

KOHL'S DEPARTMENT STORES, INC

9. Kohl's markets, distributes and sells a variety of consumer products including the pressure cookers at issue in this case.

10. Kohl's is a Wisconsin corporation with its principal place of business located in Menomonee Falls, Wisconsin.

11. At all times relevant, Kohl's substantially participated in the marketing, distribution and sale of the subject pressure cooker, which caused Plaintiffs' injuries and damages.

² See "11 Safety Mechanisms – Instant Pot Ultra," <https://www.instanthome.com/support/instant/resources> (last accessed December 27, 2023).

MIDEA AMERICA CORP.

12. Defendant Midea America Corp. designs, manufactures, markets, imports, distributes and sells a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others.

13. Midea America is, and was at the time of Plaintiff's injuries, a corporation organized and existing under the laws of the State of Florida with its headquarters and principal place of business located in Parsippany, New Jersey. Midea America does business in all 50 states.

14. At all times relevant, Midea America substantially participated in the design, manufacture, marketing, distribution and sale of the subject pressure cooker, which caused Plaintiffs' injuries and damages.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this case pursuant to Wis. Stat. § 801.05, *et. seq.*

16. Venue is proper in this Court pursuant to Wis. Stat. § 801.50(2)(c) in that Kohl's maintains a principal place of business in this County.

17. Venue is also proper in this Court pursuant to Wis. Stat. § 801.50(2)(a) in that the incident arose in this County.

FACTUAL ALLEGATIONS

18. Defendants are engaged in the business of marketing, importing, distributing, and selling a wide range of consumer products, including the subject "Instant Pot ULTRA Pressure Cooker," which specifically includes the ULTRA 60 model that is at issue in this case.

19. Upon information and belief, the subject pressure cooker was designed, manufactured, marketed, imported, distributed, and/or sold by Instant Brands, Inc.

20. On or about June 12, 2023, Instant Brands filed for Chapter 11 Bankruptcy in the United States Bankruptcy Court for the Southern District of Texas, and an automatic stay was imposed. See *In re: Instant Brands Acquisition Holdings, Inc., et. al.*, 4:2023-bk-90716 [Dkt. 1]. The Defendant's are therefore liable pursuant to Wis. Stat. § 895.047.

21. The pressure cookers marketed, imported, distributed, and sold by Defendants purport to be designed with "11 Safety Mechanisms" which "eliminate many common errors which may cause harm or spoil food,"³ misleading the consumer into believing that the pressure cookers are reasonably safe for their normal, intended use.

22. Specifically, according to the User Manual accompanying each individual unit sold, each unit comes equipped with a "float valve" which rises as the cooker heats up and builds pressure, locking the lid in place.⁴ The User Manual assures consumers that "[a]s a safety feature, until the float valve drops down the lid is locked and cannot be opened."⁵

23. By reason of the forgoing acts or omissions, the above-named Plaintiff and/or her family purchased and 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.

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

25. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured in that it failed to properly function as to prevent the lid from being rotated, opened, and removed with normal force while the unit remained pressurized, despite the

³ *Id.*

⁴ Instant Pot ULTRA User's Manual, pgs. 15, 20.

⁵ *Id.* at pg. 20.

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.

26. The subject 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.

27. Economic, safer alternative designs were available that could have prevented the pressure cooker's lid from being rotated and opened while pressurized.

28. Defendants knew or should have known that its pressure cookers possessed defects that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendants continue 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 the pressure cookers.

29. As a direct and proximate result of Defendants' concealment of such defects, their failure to warn consumers of such defects, their negligent misrepresentations, and their failure to remove a product with such defects from the stream of commerce, Plaintiff used an unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries to Plaintiff.

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

CLAIMS FOR RELIEF

COUNT I
STRICT LIABILITY

31. Plaintiff incorporates by reference each preceding paragraph of this Complaint as though set forth fully at length herein.

32. At the time of Plaintiff's injuries, the pressure cookers imported, distributed, marketed, supplied and/or sold by Defendant were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

33. The subject pressure cooker was unreasonably dangerous due to 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.

34. The pressure cookers were in the same or substantially similar condition as when they left the possession of the Defendants.

35. Plaintiff did not misuse or materially alter the subject pressure cooker.

36. 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.

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

- a. The pressure cookers imported, distributed, marketed, supplied and/or sold by Defendants 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 injuries resulting from the product drastically outweigh any benefit that could be derived from its normal, intended use;
- c. Defendants failed to properly import, distribute, market, supply, and sell the pressure cookers, 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 pressure cookers;
- e. Defendants failed to adequately test the pressure cookers; 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.

38. Defendants' actions and omissions were the direct and proximate cause of Plaintiff's injuries and damages as described herein.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, as well as punitive damages according to proof, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages when evidence or facts supporting such allegations are discovered.

COUNT II
NEGLIGENCE

39. Plaintiff incorporates by reference each preceding paragraph of this Complaint as though set forth fully at length herein.

40. Defendants had a duty of reasonable care to market, distribute, import, and sell non-defective pressure cookers that are reasonably safe for their intended uses by consumers, such as Plaintiff and her family.

41. Defendants failed to exercise ordinary care in the sale, warnings, quality assurance, quality control, distribution, advertising, promotion, importation, sale and marketing of the 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.

42. Defendants were negligent in the advertising, warning, marketing, importation, distribution, and sale of their pressure cookers in that, among other things, they:

- a. Failed to use due care in selecting, importing, marketing, advertising, distributing, and selling the pressure cookers to avoid the aforementioned risks to individuals;
- b. Placed an unsafe product into the stream of commerce; and
- c. Was otherwise careless or negligent.

43. As a direct and proximate result of the Defendants' collective negligence, Plaintiff suffered and continues to suffer injuries and damages, for which the Defendants in this case is liable.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, as well as punitive damages according to proof, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages when evidence or facts supporting such allegations are discovered.

COUNT III
BREACH OF WARRANTIES

44. Plaintiff incorporates by reference each preceding paragraph of this Complaint as though set forth fully at length herein.

45. Defendants marketed, distributed, imported, sold, and/or placed into the stream of commerce the subject pressure cooker, which was purchased by Plaintiff and/or her family.

46. Defendants expressly and impliedly represented that its pressure cookers, including the subject pressure cooker, was safe and free of unreasonably dangerous defects.

47. The pressure cookers, including the subject pressure cooker, were defective and unreasonably dangerous at the time they left the possession and control of Defendants.

48. The pressure cookers, including the subject pressure cooker, were expected to reach, and did reach, Plaintiff in substantially the same condition as they were in at the time they were marketed, distributed, imported, sold, and/or otherwise placed into the stream of commerce by Defendants.

49. Defendants did not disclose that the pressure cookers, including the subject pressure cooker, were unsafe due to 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 consumers.

50. Plaintiff and/or her relied on Defendants reputations in selecting and purchasing the subject pressure cooker.

51. Plaintiff's injuries were a direct and proximate result of the breach of express and implied warranties by Defendants in that the pressure cookers, including the subject pressure cookers, marketed, distributed, imported, sold, and/or otherwise placed into the stream of commerce by Defendants failed to properly function as a quick, efficient, and safe means of cooking.

52. The failure of the subject pressure cooker to be fit for the ordinary purpose of functioning properly as a quick, efficient, and safe means of cooking is a breach of the warranty of merchantability, which was the direct and proximate cause of Plaintiff's injuries.

53. The failure of the subject pressure cooker to be fit for the particular purpose of functioning properly as a quick, efficient, and safe means of cooking is a breach of the warranty of fitness for a particular purpose, which was the direct and proximate cause of Plaintiff's injuries.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, as well as punitive damages according to proof, together with interest, costs of suit, and all such other relief as the Court deems proper. Plaintiff reserves the right to amend the complaint to seek punitive damages when evidence or facts supporting such allegations are discovered.

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, 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 Defendants;
- b. damages to compensate Plaintiff for her injuries, economic losses and pain and suffering sustained as a result of the use of the Defendants' pressure cookers;
- 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,

JOHNSON BECKER, PLLC

Date: May 15, 2024

/s/ Stacy K. Hauer, Esq.

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