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19 *Attorneys for Plaintiff Amy Kelly*

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

22 **AMY KELLY**, an individual,
23
24 Plaintiff,

25 v.

26 **SENSIO, INC. D/B/A BELLA**
27 **HOUSEWARES.**, a Canadian
28 Corporation,
Defendant.

Case No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

1. Strict Products Liability
2. Negligent Products Liability
3. Breach of Implied Warranty of Merchantability
4. Breach of Implied Warranty of Fitness for a Particular Purpose
5. Violations of California Civil Code § 1750 *et. seq.*

1 Plaintiff, **AMY KELLY** (hereafter referred to as “Plaintiff”), by and through her
2 undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW, P.C.**, hereby
3 submits the following Complaint and Demand for Jury Trial against Defendant
4 **SENSIO, INC. D/B/A BELLA HOUSEWARES** (collectively referred to as “Defendant”
5 or “Defendant Bella”), alleges the following upon personal knowledge and belief, and
6 investigation of counsel:

7 **NATURE OF THE CASE**

8 1. Defendant Bella designs, manufactures, markets, imports, distributes
9 and sells consumer kitchen products, including the subject “Bella 6qt 10 in 1
10 Multicooker,” which specifically includes the Model Number M-60B23G (referred to
11 hereafter as “pressure cooker(s)”) that is at issue in this case.

12 2. Defendant Bella boasts that its pressure cookers feature a “[s]afety
13 locking lid [that] unlocks only once pressure is released.”¹ Despite Defendant’s claims
14 of “safety,”² it designed, manufactured, marketed, imported, distributed and sold, both
15 directly and through third-party retailers, a product that suffers from serious and
16 dangerous defects. Said defects cause significant risk of bodily harm and injury to its
17 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,
21 the pressure trapped within the unit causes the scalding hot contents to be projected
22 from the unit and into the surrounding area, including onto the unsuspecting
23 consumers, their families and other bystanders. The Plaintiff in this case was able to
24

25
26 _____
27 ¹ See <https://bellahousewares.com/products-bella/6qt-pressure-cooker-touch-pad/> (last
28 accessed November 2, 2020)

² See Bella 6qt 10 in 1 Multicooker Model Number M-60B23G Owner’s Manual, pg.4,
attached hereto as Exhibit A an incorporated by reference.

1 remove the lid while the pressure cooker retained pressure, causing her serious and
2 substantial bodily injuries and damages.

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

8 5. As a direct and proximate result of Defendant Bella's conduct, the
9 Plaintiff in this case incurred significant and painful bodily injuries, medical expenses,
10 physical pain, mental anguish, and diminished enjoyment of life.

11 **PLAINTIFF AMY KELLY**

12 6. Plaintiff is a resident and citizen of the city of Redding, County of Shasta,
13 State of California.

14 7. On or about November 22, 2018, Plaintiff suffered serious and
15 substantial burn injuries as the direct and proximate result of the pressure cooker's
16 lid being able to be rotated and opened while the pressure cooker was still under
17 pressure, during the normal, directed use of the pressure cooker, allowing its scalding
18 hot contents to be forcefully ejected from the pressure cooker and onto Plaintiff. The
19 incident occurred as a result of the failure of the pressure cooker's supposed "safety
20 locking lid,"³ which purports that "the lid will not come off when it is in the LOCK
21 position." In addition, the incident occurred as the result of Defendant's failure to
22 redesign the pressure cooker, despite the existence of economical, safer alternative
23 designs.

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³ *Id.*

1 15. According to the Owner’s Manual accompanying each individual unit
2 sold, the pressure cookers’ “safety locking lid” purportedly keeps the lid of the pressure
3 cooker from opening once pressurize. Specifically:

4 a. For your safety the lid will not come off when it is in the LOCK position.⁵

5 16. By reason of the forgoing acts or omissions, the above-named Plaintiff and
6 her family purchased the pressure cooker with the reasonable expectation that it was
7 properly designed and manufactured, free from defects of any kind, and that it was
8 safe for its intended, foreseeable use of cooking.

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

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

19 19. Defendant Bella’s pressure cookers possess defects that make them
20 unreasonably dangerous for their intended use by consumers because the lid can be
21 rotated and opened while the unit remains pressurized.

22 20. Further, Defendant Bella’s representations about “safety” are not just
23 misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly
24 in harm’s way.

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

27 _____
28 ⁵ See See Bella 6qt 10 in 1 Multicooker Model Number M-60B23G Owner’s Manual,
pg.4

1 22. Defendant Bella knew or should have known that its pressure cookers
2 possessed defects that pose a serious safety risk to Plaintiff and the public.
3 Nevertheless, Defendant Bella continues to ignore and/or conceal its knowledge of the
4 pressure cookers' defects from the general public and continues to generate a
5 substantial profit from the sale of their pressure cookers.

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

12 24. Consequently, the Plaintiff in this case seeks compensatory damages
13 resulting from the use of Defendant Bella's pressure cooker as described above, which
14 has caused the Plaintiff to suffer from serious bodily injuries, medical expenses,
15 physical pain, mental anguish, diminished enjoyment of life, and other damages.

16 **FIRST CAUSE OF ACTION**

17 **STRICT PRODUCTS LIABILITY**

18 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST SENSIO, INC.
19 D/B/A BELLA HOUSEWARES, ALLEGES AS FOLLOWS:

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

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

25 27. Defendant's pressure cookers were in the same or substantially similar
26 condition as when they left the possession of the Defendant Bella.

27 28. Plaintiff and her family did not misuse or materially alter the pressure
28 cooker.

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

3 30. Further, a reasonable person would conclude that the possibility and
4 serious of harm outweighs the burden or cost of making the pressure cookers safe.
5 Specifically:

6 a. The pressure cookers designed, manufactured, sold, and supplied by
7 Defendant Bella were defectively designed and placed into the stream of
8 commerce in a defective and unreasonably dangerous condition for
9 consumers;

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

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

16 d. Defendant Bella failed to warn and place adequate warnings and
17 instructions on the pressure cookers;

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

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

22 31. Defendant Bella's actions and omissions were the direct and proximate
23 cause of the Plaintiff's injuries and damages.

24 32. Defendant Bella's conduct, as described above, was extreme and
25 outrageous. Defendant Bella risked the safety and well-being of the consumers and
26 users of their pressure cookers, including the Plaintiff to this action, with the
27 knowledge of the safety and efficacy problems and suppressed this knowledge from the
28 public. Defendant Bella made conscious decisions not to redesign, warn or inform the

1 unsuspecting consuming public. Defendant's outrageous conduct warrants an award
2 of punitive damages.

3 **WHEREFORE**, Plaintiff demands judgment against Defendant Bella for
4 compensatory and punitive damages, together with interest, costs of suit, attorneys'
5 fees, and all such other relief as the Court deems proper.

6 **SECOND CAUSE OF ACTION**

7 **NEGLIGENT PRODUCTS LIABILITY**

8 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST SENSIO, INC.
9 D/B/A BELLA HOUSEWARES, ALLEGES AS FOLLOWS:

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

12 34. Defendant Bella had a duty of reasonable care to design, manufacture,
13 market, and sell non-defective pressure cookers that are reasonably safe for their
14 intended uses by consumers, such as Plaintiff and her family.

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

20 36. Defendant Bella was negligent in the design, manufacture, advertising,
21 warning, marketing and sale of its pressure cookers in that, among other things, they:

- 22 a. Failed to use due care in designing and manufacturing the pressure
23 cookers to avoid the aforementioned risks to individuals;
- 24 b. Placed an unsafe product into the stream of commerce;
- 25 c. Aggressively over-promoted and marketed its pressure cookers through
26 television, social media, and other advertising outlets; and
- 27 d. Were otherwise careless or negligent.
- 28

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

5 38. Defendant Bella conduct, as described above, was extreme and
6 outrageous. Defendant Bella risked the safety and well-being of the consumers and
7 users of their pressure cookers, including the Plaintiff to this action, with the
8 knowledge of the safety and efficacy problems and suppressed this knowledge from the
9 public. Defendant Bella made conscious decisions not to redesign, warn or inform the
10 unsuspecting consuming public. Defendant's outrageous conduct warrants an award
11 of punitive damages.

12 **WHEREFORE**, Plaintiff demands judgment against Defendant Bella for
13 compensatory and punitive damages, together with interest, costs of suit, attorneys'
14 fees, and all such other relief as the Court deems proper.

15 **THIRD CAUSE OF ACTION**

16 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

17 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGANST SENSIO, INC.
18 D/B/A BELLA HOUSEWARES, ALLEGES AS FOLLOWS:

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

21 40. At the time Defendant Bella marketed, distributed and sold their
22 pressure cookers to the Plaintiff in this case, Defendant Bella warranted that its
23 pressure cookers were merchantable and fit for the ordinary purposes for which they
24 were intended.

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

27 42. Plaintiff reasonably relied on Defendant's representations that its
28 pressure cookers were a quick, effective and safe means of cooking.

1 43. Defendant's pressure cookers were not merchantable because they had
2 the propensity to lead to the serious personal injuries as described herein in this
3 Complaint.

4 44. Plaintiff used the pressure cooker with the reasonable expectation that it
5 was properly designed and manufactured, free from defects of any kind, and that it
6 was safe for its intended, foreseeable use of cooking.

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

9 46. Defendant's conduct, as described above, was extreme and outrageous.
10 Defendant Bella risked the safety and well-being of the consumers and users of their
11 pressure cookers, including the Plaintiff to this action, with the knowledge of the safety
12 and efficacy problems and suppressed this knowledge from the public. Defendant Bella
13 made conscious decisions not to redesign, warn or inform the unsuspecting consuming
14 public. Defendant's outrageous conduct warrants an award of punitive damages.

15 **WHEREFORE**, Plaintiff demands judgment against Defendant Bella for
16 compensatory and punitive damages, together with interest, costs of suit, attorneys'
17 fees, and all such other relief as the Court deems proper.

18 **FOURTH CAUSE OF ACTION**

19 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR**
20 **PURPOSE**

21 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION AGAINST SENSIO, INC.
22 D/B/A BELLA HOUSEWARES, ALLEGES AS FOLLOWS:

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

25 48. Defendant Bella manufactured, supplied, and sold their pressure cookers
26 with an implied warranty that they were fit for the particular purpose of cooking
27 quickly, efficiently and safely.

28

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

3 50. Defendant's pressure cookers were not fit for the particular purpose as a
4 safe means of cooking, due to the unreasonable risks of bodily injury associated with
5 their use.

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

8 52. Defendant's breach of the implied warranty of fitness for a particular
9 purpose was the direct and proximate cause of Plaintiff's injuries and damages.

10 53. Defendant's conduct, as described above, was extreme and outrageous.
11 Defendant Bella risked the safety and well-being of the consumers and users of its
12 pressure cookers, including the Plaintiff to this action, with the knowledge of the safety
13 and efficacy problems and suppressed this knowledge from the public. Defendant Bella
14 made conscious decisions not to redesign, warn or inform the unsuspecting consuming
15 public. Defendant's outrageous conduct warrants an award of punitive damages.

16 **WHEREFORE**, Plaintiff demands judgment against Defendant Bella for
17 compensatory and punitive damages, together with interest, costs of suit, attorneys'
18 fees, and all such other relief as the Court deems proper.

19 **FIFTH CAUSE OF ACTION**

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

21 **PLAINTIFF, FOR A FIFTH CAUSE OF ACTION AGAINST SENSIO, INC.**
22 **D/B/A BELLA HOUSEWARES, ALLEGES AS FOLLOWS:**

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

25 55. California Business and Professions Code Section 17500 provides that it is
26 unlawful for a corporation "to induce the public to enter into any obligation relating
27 thereto, to make or disseminate or cause to be made or disseminated ... from this state
28 before the public in any state, in any newspaper or other publication, or any advertising

1 device, or by public outcry or proclamation, or in any other manner or means whatever,
2 including over the Internet, any statement ... which is untrue or misleading, and which is
3 known, or which by the exercise of reasonable care should be known, to be untrue or
4 misleading ...”

5 56. Defendant’s representations, including statements made in Defendant’s
6 television, radio, and print advertising, websites, brochures, and all other written and oral
7 materials disseminated by Defendant Bella contained statements that were false,
8 misleading, or that omitted material information that Defendant Bella were under a duty
9 to disclose and which were known or should have been known to Defendant to be false,
10 misleading or deceptive.

11 57. Specifically, Defendant Bella warranted and represented that their
12 pressure cookers were safe and free of defects in materials and workmanship and that
13 they possessed certain “safety mechanisms”.

14 58. Defendant Bella’s warranties and representations that their pressure
15 cookers were safe and free from defects, including that they possessed “safety
16 mechanisms,” would influence a reasonable consumer’s decision whether to purchase
17 and use the pressure cookers.

18 59. Defendant’s failure to warn of its pressure cookers defects was a material
19 omission that would influence a reasonable consumer’s decision whether to purchase
20 its pressure cookers.

21 60. Plaintiff’s mother and/or her family relied on the truth of Defendant’s
22 warranties and representations concerning the pressure cookers, and Plaintiff suffered
23 personal damages as result of this reliance.

24 61. Had Plaintiff and/or her family been adequately warned concerning the
25 likelihood that the pressure cooker’s lid could be removed while pressurized, they
26 would have taken steps to avoid damages by not using this product.

27 62. As a result of these violations of consumer protection laws, the Plaintiff
28 in this case has incurred and will incur serious physical injury, pain, suffering, loss of

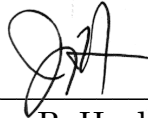
- 1 A. That Plaintiff has a trial by jury on all of the claims and issues;
- 2 B. That judgment be entered in favor of the Plaintiff and against Defendant
- 3 Bella on all of the aforementioned claims and issues;
- 4 C. That Plaintiff recover all damages against Defendant Bella, general
- 5 damages and special damages, including economic and non-economic, to
- 6 compensate the Plaintiff for her injuries and suffering sustained because
- 7 of the use of the Defendant's defective pressure cooker;
- 8 D. That punitive or exemplary damages be awarded according to proof;
- 9 E. That all costs be taxed against Defendant Bella;
- 10 F. That prejudgment interest be awarded according to proof;
- 11 G. That Plaintiff be awarded attorney's fees to the extent permissible under
- 12 Federal and California law; and
- 13 H. That this Court awards any other relief that it may deem equitable and
- 14 just, or that may be available under the law of another forum to the extent
- 15 the law of another forum is applied, including but not limited to all reliefs
- 16 prayed for in this Complaint and in the foregoing Prayer for Relief.

17

18 **Dated: November 9, 2020**

HARLAN LAW, PC

19

20 By:  _____
Jordan R. Harlan, Esq.

21

22 *In association with:*

23 **JOHNSON BECKER, PLLC**

24 Kenneth W. Pearson, Esq. (MN
25 #016088X)

Pro Hac Vice to be filed

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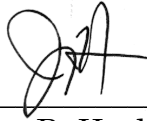
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.

Dated: November 9, 2020

HARLAN LAW, PC

By: 
Jordon R. Harlan, Esq.

In association with:

JOHNSON BECKER, PLLC

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Attorneys for Plaintiff

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