IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CORELLE BRANDS ACQUISITION HOLDINGS LLC, et al.,[1]	)	Case No. 23-90716 (MI)
Reorganized Debtors.	)	(Jointly Administered)

REORGANIZED DEBTORS' MOTION
TO ENFORCE CONFIRMATION ORDER AND PLAN

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at http://ecf.txsb.uscourts.gov/ within 21 days from the date this motion was filed, July 18, 2025. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within 21 days from the date this motion is filed, July 18, 2025. Otherwise, the Court may treat this pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on July 31, 2025, at 10:30 AM (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, Texas 77002. You may participate in the hearing either in person or by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMetting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur." Click the settings icon in the upper right corner and enter your name under the personal information setting.

[1] The reorganized debtors in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or registration numbers in the applicable jurisdictions, are as follows: Corelle Brands (Texas) Inc. (2526); Corelle Brands Acquisition Holdings LLC (9089); Corelle Brands Acquisition Intermediate Holdings Inc. (3303); Corelle Brands Holdings Inc. (3318); Corelle Brands (Charleroi) LLC (7347); Corelle Brands LLC (0566); Corelle Brands (Corning) LLC (8085); Corelle Brands (Latin America) LLC (8862); EKCO Group, LLC (7167); EKCO Housewares, Inc. (0216); EKCO Manufacturing of Ohio, Inc. (7300); Corelle Brands (Canada) Inc. (5817); Instant Brands (Canada) Holding Inc. (4481); Instant Brands Inc. (8272); and Corelle Brands (GHC) LLC (9722). The address of the reorganized debtors' corporate headquarters is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515.

Corelle Brands Acquisition Holdings LLC ("**Reorganized Corelle**") and its affiliated reorganized debtors (collectively, with Reorganized Corelle, the "**Reorganized Debtors**") file this *Reorganized Debtors' Motion to Enforce Confirmation Order and Plan* (the "**Motion**"). In support of this Motion, the Reorganized Debtors respectfully represent as follows:

Relief Requested

1. By this Motion, and pursuant to sections 105, 524, 1141 and 1142 of title 11 of the United States Code (the "**Bankruptcy Code**") request entry of an order (the "**Proposed Order**"), substantially in the form attached hereto, enforcing: (a) the discharge injunction under section 524 of the Bankruptcy Code and (b) paragraph 31(a) of the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and Its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Dkt. No. 1146] (the "**Confirmation Order**").[2] This Court should enjoin Frank V. Cesarone and Meyers & Flowers, LLC from filing lawsuits asserting claims enjoined by the Plan and Confirmation Order.

Preliminary Statement

2. This week, Frank V. Cesarone, an attorney at Meyers & Flowers, LLC, filed at least seventeen lawsuits against the Reorganized Debtors that he knew violated the Plan and Confirmation Order. These seventeen lawsuits allege injuries that occurred prior to the effective date of the Plan and were purportedly caused by appliances that the Reorganized Debtors sold even earlier. The complaints for these seventeen lawsuits demonstrate on their face that Mr. Cesarone had full knowledge of the Plan and the Confirmation Order when he filed them. Each references

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Confirmation Order.

and/or quotes provisions of both the Plan and the Confirmation Order, including the Product Liability Claims Stay and Injunction (as defined below).

3. He and his firm should be required to dismiss without prejudice these and earlier filed lawsuits and be further enjoined from pursuing those and similar claims. While Mr. Cesarone alleges he will seek to stay these lawsuits until the Product Liability Claims Stay and Injunction ceases to be effective, this does not give him license to violate this Court's injunctions. The Product Liability Claims Stay and Injunction and/or the discharge injunction created by the Plan and Confirmation Order forbade Mr. Cesarone from filing these lawsuits, but he filed them anyway.

4. Given that he chose to flout these injunctions with knowledge of their requirements, he and his firm should be ordered to dismiss promptly these lawsuits and to comply with the injunctions going forward.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction to consider this Motion under 28 U.S.C. § 1334(b). "Bankruptcy Court[s] plainly [have] jurisdiction to interpret and enforce [their] own prior orders." Travelers Indem. Co. v. Bailey, 557 U.S. 137, 151 (2009) (citing Local Loan Co. v. Hunt, 292 U.S. 234, 239 (1934)); see also Grossman v. Belridge Grp. (In re Lothian Oil, Inc.), 531 Fed. App'x 428, 436 n.9 (5th Cir. 2013) ("It is beyond dispute that a bankruptcy court has jurisdiction to interpret and enforce its own prior orders, and here the bankruptcy court determined that the state-court actions violated the terms of the Plan Injunction it approved.") (internal quotation and citation omitted); Cole v. Nabors Corporate Services, Inc. (In re CJ Holding Co.), 597 B.R. 597, 610 (S.D. Tex. 2019) (upholding this Court's enforcement of a confirmation order).

6. Here, the Court retained jurisdiction in the Plan and the Confirmation Order. Under the Plan, "on or after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code to" including, among other things: (i) "hear, adjudicate, decide, determine, or resolve disputes arising in connection with the interpretation, implementation, or enforcement of the Plan [or] the Confirmation Order"; (ii) "enforce and interpret all orders, judgments, injunctions, releases, discharges, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Person or other Entity"; and (iii) "hear, adjudicate, decide, determine, or resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including . . . (b) with respect to the releases, injunctions, discharges, and other provisions contained in Article XI, including entry of such orders as may be necessary or appropriate to implement such provisions, (c) those that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan [or] the Confirmation Order." Plan §§ XIV(7), (17) & (22). The Confirmation Order similarly provides that "on and after the Effective Date, the Bankruptcy Court retains jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code in accordance with the Plan, including Article XIV." Confirmation Order ¶ 56.

7. This Motion is a core proceeding under 28 U.S.C. § 157(b). Confirmation of a chapter 11 plan is a core proceeding under § 157(b)(2)(L). See In re Serta Simmons Bedding, L.L.C., 125 F.4th 555, 577 (5th Cir. 2024) ("Core proceedings include the confirmation of plans."). The Motion, which asks the Court enforce the Confirmation Order and the Plan it confirmed is

also a core proceeding. See In re Nat'l Gypsum Co., 118 F.3d 1056, 1064 (5th Cir. 1997) (holding proceeding to enforce discharge injunction issued in confirmation order was core).

8. Regardless, the Reorganized Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

9. Venue is appropriate under 28 U.S.C. § 1409(a).

Background

A. The Reorganized Debtors' Bankruptcies

10. Prior to the Debtors' filing for bankruptcy, they had two principal business lines: (a) the appliances division sold various appliances, including electric pressure cookers, air fryers, coffee machines, air purifiers, and other multi-feature appliances (the "**Appliances Business**"); and (b) the housewares division manufactured and sold various consumer dinnerware, bakeware, cookware, cutlery, and storage container products (the "**Housewares Business**"). See Plan at 29-30. In their bankruptcy cases, the Debtors reorganized their Appliances Business through a 363 sale and reorganized their Housewares Business through a chapter 11 plan.

11. On June 12, 2023 (the "**Petition Date**"), the Debtors commenced their jointly administered cases to pursue the consummation of one or more sale transactions or a standalone restructuring that would maximize the value of their estates and the recoveries of their stakeholders.

i. The Debtors Sell the Appliances Business

12. On October 3, 2023, the Court entered the *Order (A) Approving Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Interests and*

Encumbrances, (B) Authorizing the Debtors to Enter into and Perform Their Obligations under the Asset Purchase Agreements and Related Documents, (C) Authorizing the Assumption and Assignment of Certain Contract and Leases, and (D) Granting Related Relief [Dkt. No. 636] (the "**Sale Order**"). The Sale Order, among others things, approved the Appliances Sale (as defined in the Sale Order) and authorized the Debtors to enter into and perform the Appliances APA (as defined in the Sale Order).

13. The Appliances Sale closed on November 8, 2023. See Plan at 1, 34 and n.10.

ii. The Debtors Reorganize the Housewares Business

14. On December 22, 2023, the Debtors filed the (1) initial version of the *Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and Its Debtor Affiliates* [Dkt. No. 845] (the "**Initial Plan**"), and (2) *Debtors' Emergency Motion For Entry of Orders (I)(A) Approving the Disclosure Statement on a Conditional Basis, (B) Approving the Solicitation and Tabulation Procedures, (C) Approving the Forms of Ballots, Solicitation Package, and Notices, (D) Establishing Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan, (E) Scheduling a Combined Hearing for Final Approval of the Disclosure Statement and Confirmation of the Plan, and (F) Granting Related Relief and (II)Approving the Disclosure Statement on a Final Basis* [Dkt. No. 846].

15. On January 6, 2024, one of the Appliances Business's suppliers—Midea Consumer Electric Manufacturing Company Limited (for FoShan ShunDe Midea Electrical Heating Appliances Manufacturing Company Limited, transacting through Midea Electric Trading (Singapore) Co. Pte Ltd.) (collectively, "**Midea**")—objected to, among other things, the Initial Plan's preserving creditors' ability to pursue Midea's indemnification obligations to the Debtors.

Dkt. No. 876. Following this objection, and a similar one from another supplier, [Dkt. No. 870], and related hearings, the Debtors supplemented the Initial Plan on January 8, 2024. See *Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates* [Dkt. No. 878] (the "**Revised Plan**" or the "**Plan**").

16. Nonetheless, Midea maintained its objection to the Revised Plan's preserving creditors' ability to pursue Midea's indemnification obligations to the Debtors. On January 16, 2024, Midea (and another supplier) initiated an adversary proceeding captioned *Guangdong Midea Consumer Electric Manufacturing Company Limited, et al. v. Instant Brands (Texas) Inc.*, et al., Adv. Pro. No. 24-03007 (Bankr. S.D. Tex.). Midea filed a subsequent objection to confirmation on February 8, 2024. Dkt. No. 1024.

17. After the confirmation hearing, the Court denied Midea's plan objection.[3] See Dkt. No. 1137. The Court then entered the Confirmation Order, which attaches the Plan. The Plan became effective on February 27, 2024 (the "**Effective Date**"). See Dkt. No. 1161.

18. The Plan discharges nearly all Claims against the Reorganized Debtors that arose prior to the Effective Date:

> Except as otherwise expressly provided for in the Plan (including as set forth in Article VII.L with respect to Product Liability Claims) or the Confirmation Order***, upon the Effective Date, the Debtors shall be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims*** and Interests of any kind or nature whatsoever, including demands and ***liabilities that arose on or***

[3] For clarity, Midea made several objections to confirmation of the Plan but based on "Mr. Moskowitz adequately read[ing] into the Record the certain clarifications that were helpful to [Midea] with respect to some of [Midea's] objections that [it] had raised," Midea abandoned or withdrew their objections to confirmation of the Plan other than with respect to "the product liability and third party indemnification provisions of the Plan with respect to indemnity claims and rights with respect to Midea." Feb. 22, 2024 Hr'g Tr. 16:20–17:7; *see also id.* at 13:16–15:23 (addressing the resolution of Midea's remaining objections to confirmation and reiterating certain statements and positions on the record).

> ***before the Effective Date***, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

Plan Art. XI.B (emphasis added); see also Confirmation Order ¶ U.4.a (approving discharge provisions). The Plan further "preclude[s]" "all Persons and Entities . . . from asserting against the (Reorganized) Debtors, their Estates, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plan Art. XI.B; see also 11 U.S.C. § 524(a)(2) (a discharge "operates as an injunction against the commencement or continuation of an action"); Tex. Comm. Energy v. May (In re Tex. Comm. Energy), 607 F.3d 153, 159 (5th Cir. 2010) (explaining that a discharge "effects an injunction against creditors' enforcement of their pre-petition rights against the debtor").

19. But, to protect the interests of certain creditors, the Plan made a limited exception for Product Liability Claims.[4] Article VII.L of the Plan governs the treatment of Product Liability Claims. It provides:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal defendant in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation to participate or

[4] A Product Liability Claim is "any Claim on account of a proceeding commenced prior to the Effective Date that alleges harm that arose prior to the closing of the Appliances Sale Transaction (*i.e.*, November 8, 2023) as a result of, or relating to, a defective design, manufacturing defect, or warning or labeling defect." Plan § I.A.190.

> assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. . . . To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order).

Plan Art. VII.L. Thus, the Plan authorizes Holders of Product Liability Claims to nominally sue a Reorganized Debtor solely to the extent necessary to enable that Reorganized Debtor to tender such claim to a Third-Party Indemnitor. Holders of Product Liability Claims may also pursue any available insurance.

20. The Confirmation Order delays implementation of the Product Liability Claims exception to discharge by enjoining the filing of Product Liability Claims against a Reorganized Debtor until resolution of the Midea dispute: "So long as the issues that may continue to be litigated pursuant to the Joint Stipulation are not finally adjudicated, withdrawn, settled, or otherwise resolved . . . all alleged Product Liability Claims (including claims seeking Third Party Indemnification) are hereby ***stayed and enjoined pending*** a Final Order fully resolving the foregoing issues." Confirmation Order ¶ 31(a)(ii) (emphasis added) (the "**Product Liability Claims Stay and Injunction**").

21. The Midea dispute remains ongoing. On March 26, 2025, the United States District Court for the Southern District of Texas affirmed the Confirmation Order and the denial of Midea's plan objection. See Dkt. Nos. 1461 & 1463. Midea appealed the District Court's order to the Fifth Circuit where briefing is ongoing. *See Guangdong Midea Consumer Manufacturing Co. Ltd., et*

al. v. Corelle Brands Acquisition Holdings LLC, et al., Case No. 25-20119 (5th Cir.). Accordingly, the Product Liability Claims Stay and Injunction remains in effect.

22. Following the Court's entry of the Confirmation Order, counsel to certain holders of alleged Product Liability Claims contacted the Reorganized Debtors to clarify the applicability of section 108(c) of the Bankruptcy Code to claims subject to the Product Liability Claims Stay and Injunction. Section 108(c) of the Bankruptcy Code provides:

> [I]f applicable nonbankruptcy law, an order entered in a nonbankruptcy proceeding, or an agreement fixes a period for commencing or continuing a civil action in a court other than a bankruptcy court on a claim against the debtor . . . , and such period has not expired before the date of the filing of the petition, then such period does not expire until the later of (1) the end of such period, including any suspension of such period occurring on or after the commencement of the case; or (2) 30 days after notice of the termination or expiration of the stay under section 362 . . . of this title . . . with respect to such claim.

11 U.S.C. § 108(c). In other words, section 108(c) provides a 30-day savings statute of limitation for any claim that becomes time-barred after the petition date but before termination of the automatic stay.

23. Under section 362(c) of the Bankruptcy Code, the automatic stay terminated on the Effective Date. Thus, the 30-day savings statute of limitation under section 108(c) for filing claims arguably began to run on the Effective Date for any Product Liability Claims that became time-barred under non-bankruptcy law after the Petition Date and before March 29, 2024.

24. Because the Product Liability Claims Stay and Injunction enjoins the pursuit of Product Liability Claims until the Midea dispute is resolved, the Reorganized Debtors moved the court to clarify the Confirmation Order. See Dkt. No. 1215. The Court granted that motion, entering an order that provides: "[f]or the avoidance of doubt, subclause (ii) of paragraph 31(a) of

the Confirmation Order, which temporarily stays and enjoins prosecution of Product Liability Claims pending the outcome of the Objecting Suppliers' Litigation, tolls the expiration of any applicable statutes of limitations, and any such statutes of limitations are tolled as of February 27, 2024, until the expiration of the Product Liability Claims Stay." *Order Clarifying the Confirmation Order* [Dkt. No. 1229] (the "**Clarification Order**").

B. The Cesarone Lawsuits

25. Unlike other counsel who sought clarification on the interplay between the Product Liability Claims Stay and Injunction and section 108(c) of the Bankruptcy Code, Mr. Cesarone resorted to self-help. On March 28, 2024, he filed at least three lawsuits against certain Reorganized Debtors in the Circuit Court of Cook County, Illinois. See Exhibits A, B, & C. Each of these complaints asserted claims that arose before the Effective Date. See Exhibit A at ¶¶ 34 (alleging plaintiff purchased an Instant Pot in or around November 2020), 52-57 & 71-76 (alleging plaintiff was injured by an Instant Pot on March 4, 2021); Exhibit B at ¶¶ 34 (alleging plaintiff purchased an Instant Pot on or about December 13, 2021), 55-61 & 83-88 (alleging plaintiff was injured by an Instant Pot on March 2, 2022); Exhibit C at ¶¶ 34 (alleging plaintiff purchased an Instant Pot in or around November 2021), 55-61 & 83-88 (alleging plaintiff was injured by an Instant Pot on March 20, 2022).

26. Mr. Cesarone was aware of the discharge injunction and the Product Liability Claims Stay and Injunction when he filed the March 28, 2024 complaints. Each of those complaints acknowledged that "Plan Art. XI,B.(3) provides that 'all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.'" Id. at ¶ 4. Nonetheless, the complaints alleged that

"Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiff's 'Claim or Interest' but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendant's insurance policy." Id.

27. On April 4, 2024, counsel to the Reorganized Debtors reminded Mr. Cesarone of his obligations to comply with the discharge injunction and the Product Liability Claims Stay and Injunction and, "reserving all rights, demand[ed] that [Mr. Cesarone] dismiss the Lawsuits, without prejudice." April 4, 2024 Letter at 2, a copy of which is attached as Exhibit D. The Reorganized Debtors informed Mr. Cesarone about the Clarification Order to extent that he filed the March 28, 2024 Lawsuits out of concern that the § 108(c) savings statute of limitation was running. Id. In response, Mr. Cesarone stated he was concerned that the Clarification Order did not sufficiently protect against the statute of limitation running.

28. Over the next couple of months, the parties tried to resolve these issues amicably. While the parties almost reached an agreement in June 2024, Mr. Cesarone declined to enter into it unless Midea also signed on. Midea declined and negotiations foundered. The Reorganized Debtors' final proposal made clear that if Mr. Cesarone chose to file additional lawsuits that "the Reorganized Debtors reserve all rights and remedies they have under the Confirmation Order or Plan with respect to any such lawsuits or claims." See June 13, 2024 Email, a copy of which is attached as Exhibit E.

29. Recently, Mr. Cesarone began filing a spate of new lawsuits against the Reorganized Debtors that alleged injuries that occurred prior to the Effective Date relating to Instant Pots. On or around June 23, 2025, Mr. Cesarone filed 17 such lawsuits:

Exhibit	Date Instant Pot Allegedly Acquired	Date Instant Pot Allegedly Injured Plaintiff
G	In or around November 29, 2019 (¶ 95)	February 2, 2021 (¶¶ 87-93 99-104, 149, 156, 163, 186)
H	In or around December 2021 (¶ 41)	June 21, 2022 (¶¶ 45-51, 135)
I	In or around December 2021 (¶ 41)	June 21, 2022 (¶¶ 45-51, 135)
J	Prior to September 10, 2022 (¶ 42)	September 10, 2022 (¶¶ 46-52, 135)
K	In or around December 2019 (¶ 41)	September 11, 2022 (¶¶ 45-51, 135)
L	In or around 2021 (¶ 41)	November 24, 2022 (¶¶ 45-51, 135)
M	In or around December 2018 (¶ 41)	December 13, 2022 (¶¶ 45-51, 135)
N	Prior to December 28, 2022 (¶41)	December 28, 2022 (¶¶ 45-51, 135)
O	In or around December 7, 2020 (¶ 41)	January 2, 2023 (¶¶ 45-51, 135)
P	On or before January 7, 2023 (¶¶ 91,163, 236)	January 7, 2023 (¶¶ 83-89, 94-99, 143, 150, 157, 223, 230)
Q	In or around November 2021 (¶ 41)	April 30, 2023 (¶¶ 45-51, 135)
R	In or around 2016 (¶ 41)	May 4, 2023 (¶45-51, 135)
S	Before June 13, 2023 (¶ 41)	June 13, 2023 (¶¶ 45-51, 135)
T	December 17, 2021 (¶ 41)	November 19, 2023 (¶¶ 45-51, 135)
U	Before December 25, 2023 (¶ 410	December 25, 2023 (¶¶ 45-51, 135)
V	On or before January 15, 2024 (¶ 91, 163)	January 15, 2024 (¶¶ 83-89, 94-99, 143, 150, 157, 167-172, 216, 223, 230)
W	Before January 28, 2024 (¶ 41)	January 28, 2024 (¶¶ 45-51, 135)

Each of these 17 complaints explicitly references the Confirmation Order and Plan and Product Liability Claims Stay and Injunction. See, e.g., Ex. G at ¶¶ 3-5. Indeed, each also alleges that "this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied." Id. at ¶ 4; see also Exs. P & V at ¶ 4; Exs. H, I, J, K, L, M, N, O, Q, R, S, T, U & W at ¶ 7.

30. Given the burden of monitoring the lawsuits commenced by the complaints attached as Exhibits A-C and G-W (collectively, with any other lawsuits filed by Mr. Cesarone, the "**Cesarone Lawsuits**"), the Reorganized Debtors now move to enforce the discharge injunction under section 524 of the Bankruptcy Code and the Product Liability Claims Stay and Injunction.

Basis for Relief

31. The Plan and the Confirmation Order discharged nearly all "Claims" against the Reorganized Debtors "that arose on or before the Effective Date." Plan § XI.B; Confirmation Order ¶ U.4.a. Absent an exception in a plan or the Bankruptcy Code, confirmation of a plan "discharges the debtor from any debt that arose before the date of such confirmation." 11 U.S.C. § 1141(d)(1)(A); see In re Tex. Comm. Energy, 607 F.3d at 159. Because a "debt" is a "liability on a claim," id. § 101(12), the Bankruptcy Code provides that all "claims," see id. § 101(5), are discharged in bankruptcy.

32. A discharge protects a debtor and its creditors in two ways. *First*, a discharge "voids any judgment at any time obtained" on a discharged claim. 11 U.S.C. § 524(a)(1); see also Hamilton v. Herr (In re Hamilton), 540 F.3d 367, 375–76 (6th Cir. 2008); In re Bagbag, 595 B.R. 164, 173 (Bankr. S.D.N.Y. 2018); Lone Star Sec. & Video, Inc. v. Gurrola (In re Gurrola), 328 B.R. 158, 167–68 (B.A.P. 9th Cir. 2005). Second, it "operates as an injunction against the commencement or continuation of an action" for any debt discharged. 11 U.S.C. § 524(a)(2); see In re Tex. Comm. Energy, 607 F.3d at 159.

33. The claims asserted against the Reorganized Debtors in the Cesarone Lawsuits arose before the Effective Date because they are all based on alleged injuries and alleged conduct of the Debtors that occurred before the Effective Date.

A. The Claims In the Cesarone Lawsuits Are Claims Under the Bankruptcy Code.

34. The Plan's definition of a "Claim" is identical to the Bankruptcy Code's definition: "(a) a right to payment (including, without limitation, a guarantee), whether or not such right is reduced to judgment, liquidated, fixed or contingent, matured, unmatured, disputed, undisputed,

legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured." 11 U.S.C. § 101(5); see also Plan § I.A.45 (incorporating definition "in section 101(5) of the Bankruptcy Code"). Courts have held that Congress gave the term "claim" the "***broadest available definition***." FCC v. NextWave Pers. Commc'ns. Inc. 537 U.S. 293, 302 (2003) (emphasis added) (citing Johnson v. Home State Bank, 501 U.S. 79, 83 (1991)). A "right to payment" is "nothing more nor less than an enforceable obligation, regardless of the objectives the State seeks to serve in imposing the obligation." NextWave, 537 U.S. at 303 (quoting Pennsylvania Dep't of Pub. Welfare v. Davenport, 495 U.S. 552, 559 (1990)). Under this definition, "virtually all obligations to pay money" are claims. Cnty. of San Mateo v. Peabody Energy Corp. (In re Peabody Energy Corp.), 958 F.3d 717, 724 (8th Cir. 2020) (citation omitted).

35. Each of the Cesarone Lawsuits seeks a money judgment against certain Reorganized Debtors. See, e.g., Ex. A at 22-23 (Pray for judgment against Reorganized Corelle "in a sum in excess of jurisdictional limits of this Court"); Ex. H. at 34 (same); Ex. S at 34 (same). These are prototypical claims under the Bankruptcy Code.

B. The Claims Asserted In the Cesarone Lawsuits Arose Before The Effective Date.

36. A claim arises prepetition when there is "some prepetition relationship, such as contact, exposure, impact, or privity, between the debtor's prepetition conduct and the claimant." See Un. Refining Co. v. Dorrion, 688 F. Supp. 3d 558, 564 (S.D. Tex. 2023) (quoting Lemelle v. Universal Manufacturing Grp., 18 F.3d 1268, 1277 (5th Cir. 1994)). "Under this test, a claim arises from a debtor's pre-petition tortious conduct where there is also some pre-petition

relationship between the debtor and the claimant, such as a purchase, use, operation of, or exposure to the debtor's product." In re Bates, 570 B.R. 757, 761-62 (W.D. Tex. 2017) (quoting In re Grossman's Inc., 607 F.3d 114, 123 (3d Cir. 2010)).

37. Courts in the Fifth Circuit regularly find that a claim arose long before an alleged injury occurred. For example, tort claims related to asbestos arise when the claimant was exposed to the asbestos even when the claimant contracts a disease such as mesothelioma decades after exposure. See In re Un. Refining Co., 688 F. Supp. 3d at 564 ("[T]he conduct at issue—exposure to asbestos by United Refining—occurred prepetition. The Executor's claim thus existed prepetition, even though Decedent's injury manifested itself post-petition."); In re Placid Oil Co., 463 B.R. 803, 815 (Bankr. N.D. Tex. 2012) (claimant's prepetition exposure to asbestos "created the requisite 'pre-petition relationship,' thereby meeting the Fifth Circuit's and other courts' requirements for having a 'claim' under section 101 of the Bankruptcy Code"). Similarly, a contract claim arises when the contract is executed, not when the conduct giving rise to the breach occurs. See In re Superior Air Parts, Inc., 486 B.R. 728, 739-740 (Bankr. N.D. Tex. 2012) (indemnification claim arose upon prepetition execution of contract even though facts giving rise to liability did not occur until after discharge).

38. All of the claims asserted in the Cesarone Lawsuits arose before the Effective Date. In all twenty cases, the plaintiff allegedly purchased an Instant Pot prior to the Effective Date and allegedly suffered an injury prior to the Effective Date. See supra ¶¶ 25, 29.

C. The Plan's Section § VII.L Limited Exception To Discharge Does Not Apply To The Claims Asserted Against The Reorganized Debtors In The Cesarone Lawsuits.

39. As described above, the Plan provides a limited exception to the Reorganized Debtors' discharge for Product Liability Claims. That exception provides that the discharge does

not preclude "Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal defendant in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications . . .(2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts." Plan § VII.L. If a claim is not a Product Liability Claim, it does not qualify for this exception. Rather, section 524(a)(2) permanently enjoins Holders of non-Product Liability Claims from asserting those claims against the Reorganized Debtors. A separate injunction contained in the Confirmation Order presently prevents Holders of Product Liability Claims from asserting those claims against the Reorganized Debtors. See Confirmation Order ¶ 31(a)(ii). Holders of Product Liability Claims have to wait to assert nominal claims against the Reorganized Debtors as permitted in section VII.L of the Plan until the Midea dispute is resolved.

40. Fifteen of the twenty Cesarone Lawsuits are permanently enjoined because they do not or alleged not to assert Product Liability Claims. Three of the Cesarone Lawsuits alleged injuries that occurred after November 8, 2023. See Ex. U ¶ 135 (alleging injury on November 19, 2023); Ex. V ¶ 143 (alleging injury on January 15, 2024); Ex. W ¶ 135 (alleging injury on January 28, 2024). Thus, these claims plainly are not Product Liability Claims. See Plan § I.A.190 (Product Liability Claim must "allege[] harm that arose prior to . . . November 8, 2023). Twelve of the remaining seventeen Cesarone Lawsuits expressly alleged that "Plaintiff's claims as set forth herein are not 'Product Liability Claims' as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023." Exs. H, I, J, K, L, M, N, O, Q, R, S & T at ¶ 5. These twelve Cesarone Lawsuits will never be able

to avail themselves of the limited discharge exception in section VII.L of the Plan. Mr. Cesarone violated the discharge injunction created by the Court's Confirmation Order and Plan when he filed these fifteen Cesarone Lawsuits.

41. To the extent the remaining five Cesarone Lawsuits (Exs. A, B, C, G & P) assert Product Liability Claims, their filing violated the Product Liability Claims Stay and Injunction.[5] There is no exception in that injunction that allows parties to assert Product Liability Claims and stay them pending the outcome of the Midea dispute. Even if Mr. Cesarone had valid concerns about the tolling of applicable statute of limitations (he did not), his remedy was to seek relief from this Court, not to resort to self-help and violate this Court's orders. See Celotex Corp. v. Edwards, 514 U.S. 300, 313 (1995); Maltsberger/Storey Ranch, LLC v. EP Energy Corp. (In re EP Energy E&P Co., L.P.), 2022 WL 2134969, at *3 (Bank. S.D. Tex. June 14, 2022) (finding that plaintiffs violated the confirmation order by filing lawsuit in Texas state court and terminating the lawsuit, which was removed to the bankruptcy court). Mr. Cesarone violated the Product Liability Claims Stay and Injunction when he filed these five Cesarone Lawsuits.

Reservation of Rights

42. Nothing contained herein should be construed as: (a) an admission as to the validity of any claim against Reorganized Debtors; (b) a waiver of the Reorganized Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; or (d) a waiver of the Reorganized Debtors' rights under the Bankruptcy Code or any other applicable law, including, without limitation, the Reorganized Debtors' right to file a motion requesting an order

[5] If they do not assert Product Liability Claims, they violated the discharge injunction.

requiring Mr. Cesarone and Meyers & Flowers, LLC to show cause why they should not be sanctioned.

Notice

43. Notice of this Motion and any Order approving it will be provided to the following parties (or their counsel), in each case, to the extent known: (a) Frank V. Cesarone; (b) Meyers & Flowers, LLC; (c) the U.S. Trustee; (d) all Third-Party Indemnitors; (e) all Insurers; (f) all Product Liability Plaintiffs; and (g) the other parties identified on the Reorganized Debtors' post-Effective Date master service list (collectively, the "**Notice Parties**").[6] A copy of this Motion and the Order approving it will also be made available on the Case Information Website. Based on the circumstances surrounding this Motion and the nature of the relief requested herein, the Reorganized Debtors respectfully submit that no other or further notice is required.

WHEREFORE, the Reorganized Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested herein and such other and further relief as the Court deems just and proper.

[6] The Reorganized Debtors will submit a form of such proposed order in accordance with any direction from the Court.

Dated: June 27, 2025
Houston, Texas

/s/ Matthew C. Corcoran
JONES DAY
Matthew C. Corcoran (S.D. Tex. Fed. No. 3353900)
325 John H. McConnell Boulevard
Columbus, OH 43215
Telephone: (614) 281-3822
Facsimile: (614) 461-4198
Email: mccorcoran@jonesday.com

Counsel to the Reorganized Debtors

Certificate of Service

I certify that on June 27, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew C. Corcoran
Matthew C. Corcoran

EXHIBIT A

Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 5/30/2024 9:00 AM

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IRMA Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

KALEIGH PEREZ, Plaintiff, vs. MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY, Defendants.	Case No.

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, KALEIGH PEREZ, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY, and alleges:

INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of plaintiff KALEIGH PEREZ who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 (hereinafter "Instant Pot®"), which MIDEA and CORELLE designed, manufactured, marketed, promoted, imported, distributed and sold.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

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3. On June 12, 2023, Defendant filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23=90716-MI. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's chapter 11 plan of reorganization. The Plan became effective on February 27, 2024.

4. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiff's "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendant's insurance policy.

THE PARTIES

5. MIDEA AMERICA CORPORATION ("MIDEA") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

6. At all times relevant to this complaint, MIDEA was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

7. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

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8. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

9. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

10. CORELLE acquired or merged with Instant Brands Inc. in 2019.

11. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including for the Instant Pot® that is the subject of this lawsuit.

12. MIDEA and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® that is in issue in this lawsuit.

13. MIDEA and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® that is in issue in this lawsuit.

14. MIDEA and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® that is in issue in this lawsuit.

15. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® that is in issue in this lawsuit.

16. MIDEA and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® that is in issue in this lawsuit.

17. At all times relevant to this complaint, both CORELLE and MIDEA conducted a substantial amount of business in Cook County, Illinois.

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COMMON ALLEGATIONS

18. At all times relevant to the issues alleged in this Complaint, MIDEA and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 (hereinafter "Instant Pot®"), that is in issue in this lawsuit.

19. MIDEA markets itself as a company offering one of the most comprehensive ranges in the home appliance industry.

20. MIDEA's brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

21. MIDEA's motto is: "make yourself at home".

22. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

23. CORELLE claims that Dr. Robert Wang was its "founder".

24. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

25. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

26. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

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27. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

28. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

29. The Instant Pot® brand is the property of CORELLE.

30. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

31. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

32. MIDEA and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

33. MIDEA and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

34. In or around November 2020, Plaintiff KALEIGH PEREZ's mother purchased an Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60.

35. Before November 2020, MIDEA and CORELLE received notice from other users of similar Instant Pot® pressure cookers that the product exploded or opened with pressure in the unit.

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36. The Instant Pot® gifted to Plaintiff KALEIGH PEREZ was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff KALEIGH PEREZ's mother by MIDEA and CORELLE, indirectly through third-parties acting on their behalf.

37. MIDEA and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

38. MIDEA and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

39. MIDEA and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

40. The Instant Pot® gifted to the Plaintiff KALEIGH PEREZ was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA and CORELLE.

41. The Model Viva Black SS 60 Instant Pot® gifted to Plaintiff KALEIGH PEREZ bears an Underwriters Laboratories Listed mark, UL 9H06 E214884.

42. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

43. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP

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came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minuets [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

44. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

45. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

46. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

47. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be

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hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

48. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

49. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

50. Upon information and belief, MEDIA was aware of the aforementioned incidents.

51. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff KALEIGH PEREZ's mother and before March 4, 2021, MIDEA and CORELLE received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

52. On March 4, 2021, Plaintiff KALEIGH PEREZ was preparing chicken in her home, using the Instant Pot®.

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53. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff KALEIGH PEREZ.

54. The Instant Pot® contained various food ingredients, including but not limited to chicken breast, onion, seasoning, chicken stock and water, and was filled to a level below the fill line.

55. After Plaintiff KALEIGH PEREZ's Instant Pot® finished the cook cycle, she went to release the steam from the pressure cooker.

56. Before Plaintiff KALEIGH PEREZ was able to move the steam release handle to the "Venting" position, the Instant Pot® began to shake and the lid blew off, releasing with sudden and great force the steam and pressure that was still contained within the Instant Pot®, and spewing the scalding contents onto her stomach.

57. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, KALEIGH PEREZ sustained serious, painful, disfiguring, and permanent scalding burn injuries to her stomach, and other injuries and damages as set forth in this Complaint.

58. Prior to March 4, 2021, neither MIDEA nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

59. Prior to March 4, 2021, MIDEA and CORELLE failed to recall any of the Instant Pot® pressure cookers products that had been sold.

60. The Instant Pot® was designed with the specification that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

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61. The Instant Pot® was manufactured with the specification that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker.

62. The intended safety feature of the Instant Pot® that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

63. MIDEA and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

64. The intended safety feature of the Instant Pot® that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

65. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff KALEIGH PEREZ's mother in or around November 2020, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

66. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff KALEIGH PEREZ's mother in or around November 2020, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

67. Prior to the sale of CORELLE's Instant Pot® product to Plaintiff KALEIGH PEREZ's mother in or around November 2020, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in

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such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

68. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff KALEIGH PEREZ's mother in or around November 2020, MIDEA and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

69. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff KALEIGH PEREZ's mother in or around November 2020, MIDEA and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

70. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff KALEIGH PEREZ's mother in or around November 2020, MIDEA and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

71. Prior to the pressure cooker explosion and Plaintiff's injury on March 4, 2021, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

72. Prior to the pressure cooker explosion and Plaintiff's injury on March 4, 2021, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had

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been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

73. Prior to the pressure cooker explosion and Plaintiff's injury on March 4, 2021, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

74. Prior to the pressure cooker explosion and Plaintiff's injury on March 4, 2021, MIDEA and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

75. Prior to the pressure cooker explosion and Plaintiff's injury on March 4, 2021, MIDEA and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

76. Prior to the pressure cooker explosion and Plaintiff's injury on March 4, 2021, MIDEA and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT I – STRICT LIABILITY
(KALEIGH PEREZ v. ALL DEFENDANTS)

77. Plaintiff incorporates by reference paragraphs 1 through 76 of the Complaint at Law as if fully set forth herein.

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78. MIDEA and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

79. MIDEA and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including Plaintiff KALEIGH PEREZ.

80. MIDEA and CORELLE expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and selling to reach, and it did in fact reach, consumers, including Plaintiff KALEIGH PEREZ, without substantial change in the condition.

81. At the time the Instant Pot® left the possession of MIDEA and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

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f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

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t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

82. Had MIDEA and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

83. At all times relevant to this complaint, KALEIGH PEREZ used the Instant Pot® for its intended purpose, and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

84. The Instant Pot® purchased by Plaintiff KALEIGH PEREZ was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

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85. The Instant Pot® purchased by Plaintiff KALEIGH PEREZ was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

86. KALEIGH PEREZ could not have discovered any defect in the Instant Pot® through the exercise of due care.

87. MIDEA and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

88. KALEIGH PEREZ did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA and CORELLE.

89. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and KALEIGH PEREZ was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend

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to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT II – STRICT LIABILITY – NON-SPECIFIC DEFECT
(KALEIGH PEREZ v. ALL DEFENDANTS)

90. Plaintiff incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

91. Pursuant to 735 ILCS 5/2-613(b), Count II is being pleaded in the alternative to Count I.

92. MIDEA and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

93. MIDEA and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

94. MIDEA and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers

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including KALEIGH PEREZ, in all fifty states, including the State of Illinois, without substantial change in the condition.

95. At the time the Instant Pot® left the possession of MIDEA and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a. In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b. The Instant Pot® design and/or manufacture allows the lid to be opened when the unit is pressurized;

c. The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

d. The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

96. At all times relevant to this complaint, KALEIGH PEREZ used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

97. KALEIGH PEREZ could not have discovered any defect in the Instant Pot® through the exercise of due care.

98. MIDEA and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

99. KALEIGH PEREZ did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

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100. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and KALEIGH PEREZ was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT III – NEGLIGENCE
(KALEIGH PEREZ v. ALL DEFENDANTS)

101. Plaintiff incorporates by reference paragraphs 1 through 100 of the Complaint at Law as if fully set forth herein.

102. At all times relevant, it was the duty of MIDEA and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

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103. MIDEA and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to KALEIGH PEREZ includes but is not limited to the following:

a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

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k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

104. MIDEA and CORELLE knew or had reason to know that KALEIGH PEREZ, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

105. Prior to the incident set forth herein, MIDEA and CORELLE was aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

106. Prior to the incident set forth herein MIDEA and CORELLE was aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

107. Prior to the incident set forth herein, MIDEA and CORELLE was aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

108. MIDEA and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of KALEIGH PEREZ's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to KALEIGH PEREZ and the general public.

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109. KALEIGH PEREZ used the Instant Pot® for its intended purpose, and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

110. KALEIGH PEREZ could not have discovered any defect in the Instant Pot® through the exercise of due care.

111. MIDEA and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributers and sellers of home appliances are held to the level of knowledge of an expert in their field.

112. KALEIGH PEREZ did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA and CORELLE.

113. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and KALEIGH PEREZ was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT

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BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

JURY DEMAND

KALEIGH PEREZ HEREIN DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

EXHIBIT B

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Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 5/28/2024 9:45 AM

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COOK COUNTY, IL
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

LATONYA EVERETT, Plaintiff, vs. MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY, Defendants.	Case No.

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, LATONYA EVERETT, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY, and alleges:

INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of plaintiff LATONYA EVERETT who was burned and severely injured by an Instant Pot® Electric Pressure Cooker, Model Viva Black SS 80 (hereinafter "Instant Pot®"), which MIDEA and CORELLE designed, manufactured, marketed, sold, and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Defendant filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of

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Texas commencing the case numbered 23=90716-MI. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's chapter 11 plan of reorganization. The Plan became effective on February 27, 2024.

4. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiff's "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendant's insurance policy.

THE PARTIES

5. MIDEA AMERICA CORPORATION ("MIDEA") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 07054.

6. At all times relevant to this complaint, MIDEA was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

7. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

8. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

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9. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

10. CORELLE acquired or merged with Instant Brands Inc. in 2019.

11. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of Defendant INSTANT BRANDS INC. including for the Instant Pot® that is the subject of this lawsuit.

12. MIDEA and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® that is in issue in this lawsuit.

13. MIDEA and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® that is in issue in this lawsuit.

14. MIDEA and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® that is in issue in this lawsuit.

15. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® that is in issue in this lawsuit.

16. MIDEA and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® that is in issue in this lawsuit.

17. At all times relevant to this complaint, both CORELLE and MIDEA conducted a substantial amount of business in Cook County, Illinois.

COMMON ALLEGATIONS

18. At all times relevant to the issues alleged in this Complaint MIDEA and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties

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or related entities, the Instant Pot® Electric Pressure Cooker, Model Viva Black SS 80 (hereinafter "Instant Pot®"), that is in issue in this lawsuit.

19. MIDEA markets itself as a company offering one of the most comprehensive ranges in the home appliance industry.

20. MIDEA's brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

21. MIDEA's motto is: "make yourself at home".

22. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

23. CORELLE claims that Dr. Robert Wang was its "founder".

24. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

25. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

26. On its website, CORELLE states that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

27. CORELLE's website states that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

28. CORELLE's website also states that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

29. The Instant Pot® brand is the property of CORELLE.

30. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model IP-DUO60 Instant Pot®.

31. The UL Listing means, in part, that when the Viva Black SS 80 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

32. MIDEA and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

33. MIDEA and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

34. In or around November, 2021, Plaintiff LATONYA EVERETT purchased an Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 80.

35. Before the March 20, 2022 incident involving Plaintiff, MIDEA and CORELLE received notice from other users of similar Instant Pot® pressure cookers that the product exploded or opened with pressure in the unit.

36. The Instant Pot® purchased by Plaintiff LATONYA EVERETT was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff LATONYA EVERETT by MIDEA and CORELLE, indirectly through third-parties acting on their behalf.

37. MIDEA and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

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38. MIDEA and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

39. MIDEA and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

40. The Instant Pot® purchased by the Plaintiff LATONYA EVERETT was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA and CORELLE.

41. The Instant Pot® purchased by and sold to Plaintiff LATONYA EVERETT bears an Underwriters Laboratories Listed mark, UL 9H06 E214884.

42. On September 7, 2016, CORELLE received notice from a user of an Instant Pot® "[a]fter signaling off and beeping, when I tried to remove the lid the pressure cooker exploded contents causing 2nd and first degree burns. Paramedics were called and transport to burn trauma unit followed."

43. On October 7, 2016, CORELLE received notice from a user of an Instant Pot®, manufactured in April of 2016, "I suffered a second degree burn on 9/13/16 from using your Instant Pot pressure cooker. We just purchased it from Amazon on 9/6/16 and this was only my second time using it. When the accident happened I was making ox tail soup and when I turned the lid to take it off, it popped off completely and the soup spilled all over my body. It is my understanding that the pot has a safety function where it should not open if there is still too much pressure so this should never have happened."

44. On January 2, 2017, CORELLE received notice from a user of an Instant Pot® recently purchased, "[L]ast night, after cooking and decompressing for over 5 mins, when I twisted

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the lid it exploded off with some force. Luckily I was not hit with the lid but my hands got quite burnt from the hot liquid which splashed everywhere [sic]."

45. On January 5, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in September of 2016, "Isn't there supposed to be a safety feature to prevent opening the lid if pressure is built up? I've just spent the last two hours at urgent care and the pharmacy." "After the cycle completed and the machine beeped, I switched the vent to Venting. After that, I twisted the lid and the liquid shot out forcefully – enough to land some of the liquid in a tall container about 8 inches away from the pot."

46. On January 7, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in April of 2016, "I was making soup when it happened. I had put it on manual for 8 minutes. My level was to 4L so it was below the full level. It had ended and went into the automatic [sic] steam release mode. I then went ahead and started to vent. It vented until there was really no more steam coming out and then when I went to open it the lid flew off and soup came flying out and scalded me."

47. On January 13, 2017, CORELLE received notice from a user of an Instant, manufactured in May of 2016, "[t]he float valve was down. I released the steam through the float valve until it wasn't coming out anymore, then put it back to the closed position. Then I attempted to open it, assuming if there was pressure it wouldn't allow me to open it. It moved, so I slowly began to open it, then when it unlocked it violently erupted out of the pot and onto my hands, the floor, the cooking surface, the counter, just all over."

48. On March 8, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in September of 2016, "I used my instant pot on Monday night to make a soup. I let the pressure release on its own and went over to check on it. I began to open the lid and the top exploded off and the contents of my pot blew out all over my kitchen, leaving first degree burns

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on my forearm. Plastic lids to jars were melted completely. This product is dangerous. I purchased through Amazon and am going to ask them for a refund."

49. On April 6, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in November of 2016, "On Tuesday 4/4/17 I cooked soup in the pot. After it was done it went to keep warm mode as usual. I let it sit as I always do. After awhile [sic] I went to check the soup. I moved the release valve to make sure no steam was in the pot. I then turned the lid and the pot exploded all over the counter and my right hand and forearm."

50. On April 17, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in August of 2016, "Your product resulted in a second degree burn and multiple other burns. You claim that your Saftey [sic] Lid Lock prevents accidental opening when pressurized. However, when we opened the lid, after releasing the pressure using the release valve, it spewed boiling liquid several feet across the kitchen and severely burned a kid, which resulted in a hospital trip." "The injured kid received 1st and 2nd degree burns but is healing well so far."

51. On May 8, 2017, CORELLE received notice from a user of an Instant Pot®, "[y]esterday evening my husband was opening our instant pot with chicken and approximately 4 cups of broth in it when the pot malfunctioned spewing boiling hot broth all over my husband and our kitchen. My husband sustained scald burns over a large portion of Plaintiff LATONYA EVERETT's torso and groin through Plaintiff LATONYA EVERETT's clothes and several appliances on the counter were damaged in the process. The instant pot had been on manual for 14 minutes; my husband released the pressure fully and the float valve went down."

52. On September 20, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in August of 2015, Serial Number 150860.20256 "We used our pressure cooker to make applesauce yesterday. The pressure was released and my husband opened the lid. The pressure apparently was not released and the lid exploded off and hot applesauce severally burned

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my husbands [sic] face and arms, my grandsons [sic] face, and my shoulder and neck. Can you please explain how this could have happened? We turned the release pressure button on the top of the machine."

53. Upon information and belief, MEDIA was aware of the aforementioned incidents.

54. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the IP-DUO60 products, it is believed that after the date of sale to Plaintiff LATONYA EVERETT and before March 20, 2022, MIDEA and CORELLE received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

55. On March 20, 2022, Plaintiff LATONYA EVERETT was preparing a pot roast, in Plaintiff LATONYA EVERETT's home, using the Instant Pot®.

56. Prior to purchasing and using the Instant Pot® and before the March 20, 2022 incident, Plaintiff LATONYA EVERETT saw videos and ads for the Instant Pot® and read its manual.

57. On March 20, 2022, the Instant Pot® was being used according to its instructions, videos and warnings.

58. The Instant Pot® contained various food ingredients, including but not limited to beef, water and salt, and was filled to a level below the fill line.

59. After Plaintiff LATONYA EVERETT's Instant Pot® finished the cook cycle, Plaintiff LATONYA EVERETT released the steam from the pressure cooker until Plaintiff LATONYA EVERETT observed no more steam coming from the unit.

60. After observing no more steam and relying on the manual instructions, Plaintiff LATONYA EVERETT began to rotate the lid handle to open the pressure cooker. As the movement to disengage the lid was occurring, the lid blew off, releasing with sudden and great

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force the steam and pressure that was still contained within the Instant Pot®, and spewing its scalding contents onto Plaintiff LATONYA EVERETT's left and right thighs.

61. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, LATONYA EVERETT sustained serious, painful, disfiguring, and permanent scalding burn injuries to Plaintiff LATONYA EVERETT's left and right thighs, and other injuries and damages as set forth in this Complaint.

62. Prior to March 20, 2022, neither MIDEA nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

63. Prior to March 20, 2022, MIDEA and CORELLE failed to recall any of the Instant Pot® pressure cookers products that had been sold.

64. The Instant Pot® was designed with the specification that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

65. The Instant Pot® was manufactured with a specification that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker.

66. The intended safety feature of the Instant Pot® that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

67. MIDEA and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

68. The intended safety feature of the Instant Pot® that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

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69. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened." [User Manual pg. 8; copy available at https://instantpot.com/wp-content/uploads/2017/09/LUX-Series_Manual_English_2017-web.pdf]

70. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claims, "Safe, Convenient and Dependable!", "10 Proven Safety Mechanisms", "Pressure Regulator Protection" and "Leaky Lid Protection" appearing on the box in which it was delivered to the Plaintiff.

71. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim and representation, "[The] Instant Pot protects you with 10 proven safety mechanisms and patented technologies."

72. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim and representation, "Instant Pot is carefully designed to eliminate many common errors that may cause harm or spoil food." [See https://instantpot.com/wp-content/uploads/2018/01/10-Safety-Features.pdf.]

73. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim, "Automatic Pressure Controller keeps pressure always in the safe range."

74. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim and representation, "It [Instant Pot] passed the stringent UL certification giving you uncompromised safety and peace of mind…"

75. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim, "Instant Pot® Duo is a smart Electric Pressure Cooker designed to be Safe, Convenient and Dependable."

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76. Instructional information provided in the Instant Pot® User Manual expressly stated, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened." [Instant Pot User Manual, pg. 8.]

77. Prior to the sale of MIDEA and CORELLE's Instant Pot® product in or around November, 2021 to Plaintiff LATONYA EVERETT, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

78. Prior to the sale of MIDEA and CORELLE's Instant Pot® product in or around November, 2021 to Plaintiff LATONYA EVERETT, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

79. Prior to the sale of MIDEA and CORELLE's Instant Pot® product in or around November, 2021 to Plaintiff LATONYA EVERETT on or before March 20, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

80. Prior to the sale of MIDEA and CORELLE's Instant Pot® product in or around November, 2021 to Plaintiff LATONYA EVERETT, MIDEA and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

81. Prior to the sale of MIDEA and CORELLE's Instant Pot® product in or around November, 2021 to Plaintiff LATONYA EVERETT, MIDEA and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were

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under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

82. Prior to the sale of MIDEA and CORELLE's Instant Pot® product in or around November, 2021 to Plaintiff LATONYA EVERETT, MIDEA and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

83. Prior to the pressure cooker explosion and Plaintiff's injury on March 20, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

84. Prior to the pressure cooker explosion and Plaintiff's injury on March 20, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

85. Prior to the pressure cooker explosion and Plaintiff's injury on March 20, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

86. Prior to the pressure cooker explosion and Plaintiff's injury on March 20, 2022, MIDEA and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

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87. Prior to the pressure cooker explosion and Plaintiff's injury on March 20, 2022, MIDEA and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

88. Prior to the pressure cooker explosion and Plaintiff's injury on March 20, 2022, MIDEA and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT I – STRICT LIABILITY
(LATONYA EVERETT V. ALL DEFENDANTS)

89. Plaintiff incorporates by reference paragraphs 1 through 88 of the Complaint at Law as if fully set forth herein.

90. MIDEA and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

91. MIDEA and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including Plaintiff LATONYA EVERETT.

92. MIDEA and CORELLE expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and selling to reach, and it did in fact reach, consumers, including Plaintiff LATONYA EVERETT, without substantial change in the condition.

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93. At the time the Instant Pot® left the possession of MIDEA and CORELLE and by the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the

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Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

94. Had MIDEA and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could open and is capable of being opened while the Instant Pot® units were pressurized;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

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d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

95. At all times relevant to this complaint, LATONYA EVERETT used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

96. The Instant Pot® purchased by Plaintiff LATONYA EVERETT was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

97. The Instant Pot® purchased by Plaintiff LATONYA EVERETT was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

98. LATONYA EVERETT could not have discovered any defect in the Instant Pot® through the exercise of due care.

99. MIDEA and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen appliances are held to the level of knowledge of an expert in their field.

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100. LATONYA EVERETT did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA and CORELLE.

101. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and LATONYA EVERETT was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from Plaintiff LATONYA EVERETT's usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT II – STRICT LIABILITY – NON-SPECIFIC DEFECT
(LATONYA EVERETT V. ALL DEFENDANTS)

102. Plaintiff incorporates by reference paragraphs 1 through 101 of the Complaint at Law as if fully set forth herein.

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103. Pursuant to 735 ILCS 5/2-613(b), Count II is being pleaded in the alternative to Count I.

104. MIDEA and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

105. MIDEA and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

106. MIDEA and CORELLE expected the Instant Pot® it was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including LATONYA EVERETT, in all fifty states, including the State of Illinois, without substantial change in the condition.

107. At the time the Instant Pot® left the possession of MIDEA and CORELLE and by the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to be opened when the unit is pressurized;

c) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

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d) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

108. At all times relevant to this complaint, LATONYA EVERETT used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

109. LATONYA EVERETT could not have discovered any defect in the Instant Pot® through the exercise of due care.

110. MIDEA and CORELLE as designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

111. LATONYA EVERETT did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

112. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and LATONYA EVERETT was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from Plaintiff LATONYA EVERETT's usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

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WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT III – NEGLIGENCE
(LATONYA EVERETT V. ALL DEFENDANTS)

113. Plaintiff incorporates by reference paragraphs 1 through 112 of the Complaint at Law as if fully set forth herein.

114. At all times relevant, it was the duty of MIDEA and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

115. MIDEA and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to LATONYA EVERETT includes but is not limited to the following:

a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening

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while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

116. MIDEA and CORELLE knew or had reason to know that LATONYA EVERETT, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

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117. Prior to the incident set forth herein, MIDEA and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

118. Prior to the incident set forth herein MIDEA and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

119. Prior to the incident set forth herein, MIDEA and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

120. MIDEA and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of LATONYA EVERETT's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to LATONYA EVERETT and the general public.

121. LATONYA EVERETT used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

122. LATONYA EVERETT could not have discovered any defect in the Instant Pot® through the exercise of due care.

123. MIDEA and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributers and sellers of home appliances are held to the level of knowledge of an expert in their field.

124. LATONYA EVERETT did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributers and sellers: MIDEA and CORELLE.

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125. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and LATONYA EVERETT was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from Plaintiff LATONYA EVERETT's usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

JURY DEMAND

LATONYA EVERETT HEREIN DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

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Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

EXHIBIT C

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Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 5/28/2024 9:30 AM

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IRIS Y. MARTINEZ
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

MARTHA SMITH, Plaintiff, vs. MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY Defendants.	Case No.

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, MARTHA SMITH, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY, and alleges:

INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of plaintiff MARTHA SMITH who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Pro-Plus 60 (hereinafter "Instant Pot®"), which MIDEA and CORELLE, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Defendant filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of

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Texas commencing the case numbered 23=90716-MI. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's chapter 11 plan of reorganization. The Plan became effective on February 27, 2024.

4. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiff's "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendant's insurance policy.

THE PARTIES

5. MIDEA AMERICA CORPORATION ("MIDEA") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 07054.

6. At all times relevant to this complaint, MIDEA was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

7. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

8. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

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9. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

10. CORELLE acquired or merged with Instant Brands Inc. in 2019.

11. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of Defendant INSTANT BRANDS INC. including for the Instant Pot® that is the subject of this lawsuit.

12. MIDEA and CORELLE, themselves or through third-parties acting at its request, manufactured the Instant Pot® that is in issue in this lawsuit.

13. MIDEA and CORELLE, themselves or through third-parties acting at its request, imported the Instant Pot® that is in issue in this lawsuit.

14. MIDEA and CORELLE, themselves or through third-parties acting at its request, distributed the Instant Pot® that is in issue in this lawsuit.

15. MIDEA and CORELLE, themselves or through third-parties acting at its request, sold the Instant Pot® that is in issue in this lawsuit.

16. MIDEA and CORELLE, themselves or through third-parties acting at its request, advertised, marketed and promoted the Instant Pot® that is in issue in this lawsuit.

17. At all times relevant to this complaint, both CORELLE and MIDEA conducted a substantial amount of business in Cook County, Illinois.

COMMON ALLEGATIONS

18. At all times relevant to the issues alleged in this Complaint MIDEA and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties

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or related entities, the Instant Pot® Pro-Plus Multi-Cooker, Model Pro-Plus 60 (hereinafter "Instant Pot®"), that is in issue in this lawsuit.

19. MIDEA markets itself as a company offering one of the most comprehensive ranges in the home appliance industry.

20. MIDEA's brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

21. MIDEA'S motto is: "make yourself at home".

22. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

23. CORELLE claims that Dr. Robert Wang was its "founder".

24. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

25. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

26. On its website, CORELLE states that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

27. CORELLE's website states that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

28. CORELLE's website also states that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

29. The Instant Pot® brand is the property of CORELLE.

30. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model IP-DUO60 Instant Pot®.

31. The UL Listing means, in part, that when the Pro Plus 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

32. MIDEA and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

33. MIDEA and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

34. On or about December 13, 2021, Plaintiff MARTHA SMITH purchased an Instant Pot® Programmable Electric Pressure Cooker, Model Pro Plus 60.

35. Before the March 23, 2022 incident involving Plaintiff, MIDEA and CORELLE received notice from other users of similar Instant Pot® pressure cookers that the product exploded or opened with pressure in the unit.

36. The Instant Pot® purchased by Plaintiff MARTHA SMITH was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff MARTHA SMITH by MIDEA and CORELLE, indirectly through third-parties acting on their behalf.

37. MIDEA and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

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38. MIDEA and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

39. MIDEA and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

40. The Instant Pot® purchased by the Plaintiff Martha Smith was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA and CORELLE.

41. The Instant Pot® purchased by and sold to Plaintiff Martha Smith bears an Underwriters Laboratories Listed mark, UL 9H06 E214884.

42. On September 7, 2016, CORELLE received notice from a user of an Instant Pot® "[a]fter signaling off and beeping, when I tried to remove the lid the pressure cooker exploded contents causing 2nd and first degree burns. Paramedics were called and transport to burn trauma unit followed."

43. On October 7, 2016, CORELLE received notice from a user of an Instant Pot®, manufactured in April of 2016, "I suffered a second degree burn on 9/13/16 from using your Instant Pot pressure cooker. We just purchased it from Amazon on 9/6/16 and this was only my second time using it. When the accident happened I was making ox tail soup and when I turned the lid to take it off, it popped off completely and the soup spilled all over my body. It is my understanding that the pot has a safety function where it should not open if there is still too much pressure so this should never have happened."

44. On January 2, 2017, CORELLE received notice from a user of an Instant Pot® recently purchased, "[L]ast night, after cooking and decompressing for over 5 mins, when I twisted

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the lid it exploded off with some force. Luckily I was not hit with the lid but my hands got quite burnt from the hot liquid which splahed every where [sic]."

45. On January 5, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in September of 2016, "Isn't there supposed to be a safety feature to prevent opening the lid if pressure is built up? I've just spent the last two hours at urgent care and the pharmacy." "After the cycle completed and the machine beeped, I switched the vent to Venting. After that, I twisted the lid and the liquid shot out forcefully – enough to land some of the liquid in a tall container about 8 inches away from the pot."

46. On January 7, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in April of 2016, "I was making soup when it happened. I had put it on manual for 8 minutes. My level was to 4L so it was below the full level. It had ended and went into the automatic [sic] steam release mode. I then went ahead and started to vent. It vented until there was really no more steam coming out and then when I went to open it the lid flew off and soup came flying out and scalded me."

47. On January 13, 2017, CORELLE received notice from a user of an Instant, manufactured in May of 2016, "[t]he float valve was down. I released the steam through the float valve until it wasn't coming out anymore, then put it back to the closed position. Then I attempted to open it, assuming if there was pressure it wouldn't allow me to open it. It moved, so I slowly began to open it, then when it unlocked it violently erupted out of the pot and onto my hands, the floor, the cooking surface, the counter, just all over."

48. On March 8, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in September of 2016, "I used my instant pot on Monday night to make a soup. I let the pressure release on its own and went over to check on it. I began to open the lid and the top exploded off and the contents of my pot blew out all over my kitchen, leaving first degree burns

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on my forearm. Plastic lids to jars were melted completely. This product is dangerous. I purchased through Amazon and am going to ask them for a refund."

49. On April 6, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in November of 2016, "On Tuesday 4/4/17 I cooked soup in the pot. After it was done it went to keep warm mode as usual. I let it sit as I always do. After awhile [sic] I went to check the soup. I moved the release valve to make sure no steam was in the pot. I then turned the lid and the pot exploded all over the counter and my right hand and forearm."

50. On April 17, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in August of 2016, "Your product resulted in a second degree burn and multiple other burns. You claim that your Saftey [sic] Lid Lock prevents accidental opening when pressurized. However, when we opened the lid, after releasing the pressure using the release valve, it spewed boiling liquid several feet across the kitchen and severely burned a kid, which resulted in a hospital trip." "The injured kid received 1st and 2nd degree burns but is healing well so far."

51. On May 8, 2017, CORELLE received notice from a user of an Instant Pot®, "[y]esterday evening my husband was opening our instant pot with chicken and approximately 4 cups of broth in it when the pot malfunctioned spewing boiling hot broth all over my husband and our kitchen. My husband sustained scald burns over a large portion of Plaintiff Martha Smith's torso and groin through Plaintiff Martha Smith's clothes and several appliances on the counter were damaged in the process. The instant pot had been on manual for 14 minutes; my husband released the pressure fully and the float valve went down."

52. On September 20, 2017, CORELLE received notice from a user of an Instant Pot®, manufactured in August of 2015, Serial Number 150860.20256 "We used our pressure cooker to make applesauce yesterday. The pressure was released and my husband opened the lid. The pressure apparently was not released and the lid exploded off and hot applesauce severally burned

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my husbands [sic] face and arms, my grandsons [sic] face, and my shoulder and neck. Can you please explain how this could have happened? We turned the release pressure button on the top of the machine."

53. Upon information and belief, MEDIA was aware of the aforementioned incidents.

54. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the IP-DUO60 products, it is believed that after the date of sale to Plaintiff Martha Smith and before March 23, 2022, MEDIA and CORELLE received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

55. On March 23, 2022, Plaintiff MARTHA SMITH was preparing a pot roast, at her home, using the Instant Pot®.

56. Prior to purchasing and using the Instant Pot® and before the incident, Plaintiff MARTHA SMITH saw videos and ads for the Instant Pot® and read its manual.

57. On March 23, 2022, the Instant Pot® was being used according to its instructions, videos and warnings.

58. The Instant Pot® contained various food ingredients, including but not limited to beef roast and water, and was filled to a level below the fill line.

59. After Plaintiff Martha Smith's Instant Pot® finished the cook cycle, Plaintiff MARTHA SMITH released the steam from the pressure cooker until Plaintiff MARTHA SMITH observed no more steam coming from the unit.

60. After observing no more steam and relying on the manual instructions, Plaintiff MARTHA SMITH began to rotate the lid handle to open the pressure cooker. As the movement to disengage the lid was occurring, the lid blew off, releasing with sudden and great force the steam and pressure that was still contained within the Instant Pot®, and spewing its scalding contents onto Plaintiff MARTHA SMITH's forearm and wrists.

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61. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, MARTHA SMITH sustained serious, painful, disfiguring, and permanent scalding burn injuries to Plaintiff MARTHA SMITH's forearm and wrists, and other injuries and damages as set forth in this Complaint.

62. Prior to March 23, 2022, neither MIDEA nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

63. Prior to March 23, 2022, MIDEA and CORELLE failed to recall any of the Instant Pot® pressure cookers products that had been sold.

64. The Instant Pot® was designed with the specification that the lid cannot be opened while the contents of the pot were under pressure.

65. The Instant Pot® was manufactured with the specification that the lid cannot be opened while pressure remained inside the pressure cooker.

66. The intended safety feature of the Instant Pot® that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

67. MIDEA and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

68. The intended safety feature of the Instant Pot® that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

69. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened."

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[User Manual pg. 8; copy available at https://instantpot.com/wp-content/uploads/2017/09/LUX-Series_Manual_English_2017-web.pdf]

70. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claims, "Safe, Convenient and Dependable!", "10 Proven Safety Mechanisms", "Pressure Regulator Protection" and "Leaky Lid Protection" appearing on the box in which it was delivered to the Plaintiff.

71. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim and representation, "[The] Instant Pot protects you with 10 proven safety mechanisms and patented technologies."

72. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim and representation, "Instant Pot is carefully designed to eliminate many common errors that may cause harm or spoil food." [See https://instantpot.com/wp-content/uploads/2018/01/10-Safety-Features.pdf.]

73. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim, "Automatic Pressure Controller keeps pressure always in the safe range."

74. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim and representation, "It [Instant Pot] passed the stringent UL certification giving you uncompromised safety and peace of mind…"

75. MIDEA and CORELLE marketed and promoted the Instant Pot® with the claim, "Instant Pot® Duo is a smart Electric Pressure Cooker designed to be Safe, Convenient and Dependable."

76. Instructional information provided in the Instant Pot® User Manual expressly stated, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened." [Instant Pot User Manual, pg. 8.]

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77. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff MARTHA SMITH on or around December 13, 2021, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

78. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff MARTHA SMITH on or around December 13, 2021, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

79. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff MARTHA SMITH on or around December 13, 2021, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

80. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff MARTHA SMITH on or around December 13, 2021, MIDEA and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

81. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff MARTHA SMITH on or around December 13, 2021, MIDEA and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

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82. Prior to the sale of MIDEA and CORELLE's Instant Pot® product to Plaintiff MARTHA SMITH on or around December 13, 2021, MIDEA and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

83. Prior to the pressure cooker explosion and Plaintiff's injury on March 23, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

84. Prior to the pressure cooker explosion and Plaintiff's injury on March 23, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

85. Prior to the pressure cooker explosion and Plaintiff's injury on March 23, 2022, MIDEA and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

86. Prior to the pressure cooker explosion and Plaintiff's injury on March 23, 2022, MIDEA and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

87. Prior to the pressure cooker explosion and Plaintiff's injury on March 23, 2022, MIDEA and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing

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scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

88. Prior to the pressure cooker explosion and Plaintiff's injury on March 23, 2022, MIDEA and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT I – STRICT LIABILITY
(MARTHA SMITH V. ALL DEFENDANTS)

89. Plaintiff incorporates by reference paragraphs 1 through 88 of the Complaint at Law as if fully set forth herein.

90. MIDEA and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

91. MIDEA and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including Plaintiff Martha Smith.

92. MIDEA and CORELLE expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and selling to reach, and it did in fact reach, consumers, including Plaintiff Martha Smith, without substantial change in the condition.

93. At the time the Instant Pot® left the possession of MIDEA and CORELLE and by the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective,

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unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

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n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

94. Had MIDEA and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could open or is capable of being opened while the units were pressurized when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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95. At all times relevant to this complaint, Martha Smith used the Instant Pot® for its intended purpose, and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

96. The Instant Pot® purchased by Plaintiff Martha Smith was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

97. The Instant Pot® purchased by Plaintiff Martha Smith was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

98. Martha Smith could not have discovered any defect in the Instant Pot® through the exercise of due care.

99. MIDEA and CORELLE, as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen appliances are held to the level of knowledge of an expert in their field.

100. Martha Smith did not have substantially the same knowledge regarding the dangers of the Instant Pot® as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA and CORELLE.

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101. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and Martha Smith was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from Plaintiff Martha Smith's usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT II – STRICT LIABILITY – NON-SPECIFIC DEFECT
(MARTHA SMITH V. ALL DEFENDANTS)

102. Plaintiff incorporates by reference paragraphs 1 through 101 of the Complaint at Law as if fully set forth herein.

103. Pursuant to 735 ILCS 5/2-613(b), Count II is being pleaded in the alternative to Count I.

104. MIDEA and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was

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not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

105. MIDEA and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

106. MIDEA and CORELLE expected the Instant Pot® it was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Martha Smith, in all fifty states, including the State of Illinois, without substantial change in the condition.

107. At the time the Instant Pot® left the possession of MIDEA and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a. In the lid opening or being capable of being opened while the units were pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b. The Instant Pot® design and/or manufacture allows the lid to be opened when the unit is pressurized;

c. The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

d. The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

108. At all times relevant to this complaint, Martha Smith used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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109. Martha Smith could not have discovered any defect in the Instant Pot® through the exercise of due care.

110. MIDEA and CORELLE as designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

111. Martha Smith did not have substantially the same knowledge as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA and CORELLE.

112. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and Martha Smith was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from Plaintiff Martha Smith's usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT III – NEGLIGENCE
(MARTHA SMITH V. ALL DEFENDANTS)

113. Plaintiff incorporates by reference paragraphs 1 through 112 of the Complaint at Law as if fully set forth herein.

114. At all times relevant, it was the duty of MIDEA and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

115. MIDEA and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Martha Smith includes but is not limited to the following:

a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

116. MIDEA and CORELLE knew or had reason to know that Martha Smith, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

117. Prior to the incident set forth herein, MIDEA and CORELLE were aware of Instant Pot® lids opening or being capable of being opened while the units were pressurized which resulted in personal injuries.

118. Prior to the incident set forth herein MIDEA and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

FILED DATE: 3/28/2024 2:16 PM 2024L003362

119. Prior to the incident set forth herein, MIDEA and CORELLE were aware of Instant Pot® lids opening or being capable of being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

120. MIDEA and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of MARTHA SMITH's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to MARTHA SMITH and the general public.

121. MARTHA SMITH used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

122. MARTHA SMITH could not have discovered any defect in the Instant Pot® through the exercise of due care.

123. MIDEA and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributers and sellers of home appliances are held to the level of knowledge of an expert in their field.

124. MARTHA SMITH did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designer, manufacturer, assembler, tester, labeler, marketer, promoter, supplier, distributor and seller: MIDEA and CORELLE.

125. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA and CORELLE, the Instant Pot® opened under pressure and MARTHA SMITH was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from Plaintiff MARTHA SMITH's usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended

FILED DATE: 3/28/2024 2:16 PM 2024L003362

and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants MIDEA AMERICA CORPORATION and CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

JURY DEMAND

MARTHA SMITH HEREIN DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

EXHIBIT D

JONES DAY

325 JOHN H. McCONNELL BOULEVARD, SUITE 600
COLUMBUS, OHIO 43215.2673
TELEPHONE: +1.614.469.3939 • FACSIMILE: +1.614.461.4198 DIRECT NUMBER: +1.614.281.3822
MCCORCORAN@JONESDAY.COM

April 4, 2024

VIA E-MAIL

Frank V. Cesarone
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, IL 60606
fvc@meyers-flowers.com

Re: *In re Corelle Brands Acquisition Holdings LLC, et al.*, Case No. 23-90716 (MI) (Bankr. S.D. Tex.).

Dear Mr. Cesarone:

We represent Corelle Brands Acquisition Holdings LLC (f/k/a Instant Brands Acquisition Holdings LLC) and its affiliated reorganized debtors (collectively, the "Reorganized Debtors"). It has come to our attention that that your firm filed at least 3 lawsuits (together, the "Lawsuits")[1] in March 2024 naming some of the Reorganized Debtors.

Your filing of these Lawsuits violated both (a) the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and Its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Dkt. No. 1146] (the "Confirmation Order") entered in the above-captioned case, and (b) the Plan that the Confirmation Order confirmed and attached as Exhibit A.[2] Regardless if the claims asserted in the Lawsuits were commenced before the Effective Date (and the Reorganized Debtors do not concede that they were), the Confirmation Order stayed and enjoined your clients from bringing those Claims. The Plan discharged all Claims against the Reorganized Debtors:

> To the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided in the Plan (including as set forth in Article VII.L with respect to Product Liability Claims) or the Confirmation Order: (1) all consideration distributed under the Plan shall be in complete satisfaction, settlement, discharge, and release of, or in exchange for (as applicable), all Claims and Interests of any kind or nature

[1] A list of these Lawsuits is attached as Exhibit A.
[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Confirmation Order.

> whatsoever against the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests.

Plan § XI.B; *see also* Confirmation Order ¶ U.4.a (approving discharge provisions). The Plan further "preclude[s]" "all Persons and Entities . . . from asserting against the (Reorganized) Debtors, their Estates, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plan § XI.B; *see also* 11 U.S.C. § 524(a)(2) (providing that a discharge "operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived").

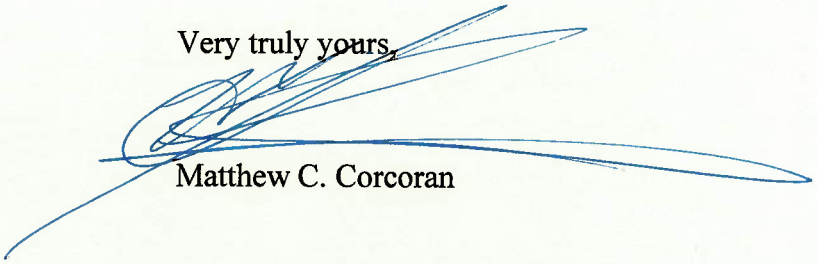
The only exception to discharge that is relevant here is for Product Liability Claims. While the Plan contemplates that Holders of Product Liability Claims can name "a Reorganized Debtor as a nominal defendant" solely to recover against Third-Party Indemnitors or Insurers in limited circumstances, the Confirmation Order currently enjoins and stays those actions. *Compare* Plan § VII.L, *with* Confirmation Order ¶ 31(a)(ii). In particular the Confirmation Order provides that "[s]o long as the issues that may continue to be litigated pursuant to the Joint Stipulation are not finally adjudicated, withdrawn, settled, or otherwise resolved . . . all alleged Product Liability Claims (including claims seeking Third Party Indemnification) are hereby stayed and enjoined pending a Final Order fully resolving the foregoing issues." Confirmation Order ¶ 31(a)(ii).

Your clients neither sought nor obtained relief from the Plan and the Confirmation Order's injunctions. Thus, regardless if claims in the Lawsuits are Product Liability Claims, their filing violated the Confirmation Order and Plan and were void *ab initio*. The Reorganized Debtors, therefore, reserving all rights, demand that you dismiss the Lawsuits, and all similar suits your firm may have filed after the Petition Date, without prejudice. To the extent that the claims asserted in the Lawsuits were Product Liability Claims and the Lawsuits were timely when filed last month, they will be timely if refiled after the temporary stay and injunction in paragraph 31(a)(ii) of the Confirmation Order. As the Court has explained, the Confirmation Order "tolls the expiration of any applicable statutes of limitations, and any such statutes of limitations are tolled as of February 27, 2024, until the expiration of the Product Liability Claims Stay." *Order Clarifying the Confirmation Order* [Dkt. No. 1229] at 2.

Please confirm in writing within seven days that you have complied with the Reorganized Debtors' demand that you dismiss the Lawsuits, and all similar suits your firm may have filed

after the Petition Date. If you do not do so, the Reorganized Debtors reserve all rights to seek appropriate relief from the Bankruptcy Court. In the meantime, let me know if you have any questions.

Very truly yours,



Matthew C. Corcoran

EXHIBIT A

- *Kaleigh Perez v. Midea Am. Corp., et al.*, Case No. 2024L003353 (Cook Cnty., Ill. Cir. Ct. Mar. 28, 2024).
- *Martha Smith v. Midea Am. Corp., et al.*, Case No. 2024L003362 (Cook Cnty., Ill. Cir. Ct. Mar. 28, 2024).
- *Latonya Everett v. Midea Am. Corp., et al.*, Case No. 2024L003363 (Cook Cnty., Ill. Cir. Ct. Mar. 28, 2024).

EXHIBIT E

Corcoran, Matthew C.

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Thursday, June 13, 2024 12:35 PM
To: Corcoran, Matthew C.; Loesing, Daniel C.
Cc: Stacy O'Connor
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

This Message Is From an External Sender

If you are concerned about the message's content, highlight the email in your inbox and click "Report Suspicious" in the Outlook ribbon -or- contact 6Help.

Matt,

Thanks for sending this. Can do you have a few minutes for another call?

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Thursday, June 13, 2024 10:40 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Frank,

As discussed, here is the final language that we propose (note, I added subparagraph B to paragraph 4, but is otherwise identical the last turn of the proposed agreement, which I sent on May 23rd, after removing the redlining). Please send the final list of Covered Individuals, removing the duplicates. As I mentioned on the call, if there are any additions to the list below, I will need to confer with the client to make sure they are okay with those additions.

In order to resolve the above-described dispute, we propose the parties enter into the following agreement (the "Agreement"):

1. The Reorganized Debtors (as defined in the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Docket No. 1146] entered in the above-captioned case (the "Confirmation Order") agree that the 30 days under 11 U.S.C. § 108(c)(2) will not begin to run for the individuals listed in your April 11, 2024 Email to me below (the "Covered Individuals") for tort claims relating to alleged injuries allegedly caused by a product sold by the Reorganized Debtors until both: (a) the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective**;** and (b) the Reorganized Debtors provide notice that the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective by sending notice of such occurrence by email to fvc@meyers-flowers.com and/or by regular U.S. mail addressed to Meyers & Flowers, LLC, Attn: Frank Cesarone, 3 N. 2nd Street, Suite, 300, St. Charles, IL 60174. Nothing in this Agreement expands the application of 11 U.S.C. § 108(c)(2) to claims to which it does not apply on its own terms and nothing in this Agreement allows a Covered Individual to file a claim with a statute of limitations that ran before the Petition Date (as defined in the Confirmation Order).

2. You and the Covered Individuals agree to dismiss without prejudice any lawsuits filed against the Reorganized Debtors on or after February 23, 2024; the Reorganized Debtors agree that a dismissal without prejudice pursuant to this Agreement will not counts as a Covered Individual's one voluntary dismissal as of right under 735 Ill. Comp. Stat. 5/13-217.

3. You and the Covered Individuals agree not to file or prosecute any lawsuits or claims nominally naming the Reorganized Debtors as provided in Article VII.L of the Plan (as defined in the Confirmation Order) until the injunction in paragraph 31(a)(ii) of the Confirmation Order is dissolved, lifted or otherwise ceases to be effective and notice is provided as described in Paragraph 1 of this Agreement.

4. You and the Covered Individuals agree not to argue or otherwise assert that this Agreement in any way (A) waives, amends, modifies, supplements, or otherwise alters the Confirmation Order or the Plan, or (B) waives any defenses to the Covered Individuals' claims.

5. At any time, you may request that one or more additional individuals (each an "Additional Individual") be added to the definition of Covered Individuals by sending the request by email to mccorcoran@jonesday.com and/or by regular U.S. mail addressed to 325 John H. McConnell Boulevard, Columbus, OH 43215. Within 10 business days of receiving such a request, the Reorganized Debtors will inform you if they agree to add that Additional Individual to the definition of Covered Individuals. If the Reorganized Debtors agree to add an Additional Individual to the definition of Covered Individuals, that Additional Individual will become a Covered Individual for all purposes under this Agreement. In the event the Reorganized Debtors do not agree to add an Additional Individual to the definition of Covered Individuals, Meyers & Flowers reserve their right to pursue any lawsuits or claims respecting such Additional Individual and the Reorganized Debtors reserve all rights and remedies they have under the Confirmation Order or Plan with respect to any such lawsuits or claims.

Please let me know if you and the Covered Individuals agree to these terms.

Thanks,

Matt

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard

Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Thursday, June 13, 2024 10:18 AM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Matthew,

I'm not sure if there was an issue on your end, but I was never admitted to the teams meeting. Are you still available to talk? If so, I'm available on my cell still for the next 30 minutes or so, which is 630-659-9290.

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Frank V. Cesarone
Sent: Wednesday, June 12, 2024 2:29 PM
To: 'Corcoran, Matthew C.' <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

8:30 or 9 CST?

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Wednesday, June 12, 2024 12:52 PM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Yes. Let me know what time works best.

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard
Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Wednesday, June 12, 2024 12:39 PM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Does tomorrow morning work?

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Wednesday, June 12, 2024 12:11 PM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Frank,

Let me know when you have time for another call.

Thanks,

Matt

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard
Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Tuesday, June 11, 2024 10:49 AM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

All,

Following up on the correspondence below and my call last week with Matthew. As discussed, we have cases with filing deadlines approaching. In the event we're not able to get this resolved by the end of this week, we'll have to file the upcoming cases.

Thanks.

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Frank V. Cesarone
Sent: Thursday, June 6, 2024 10:54 AM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Matthew,

Thanks for the call earlier this week. Please send along the e-mail we discussed to the folks at Midea at your earliest convenience so that we can hopefully get this wrapped up before our next filings take place the week of 6/17. Thanks!

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Thursday, May 23, 2024 9:49 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Subject to FRE 408

Frank,

I don't represent Midea and do not speak on their behalf. The Reorganized Debtors will not agree to expand the 30 days afforded by 11 U.S.C. § 108(c)(2) to 90 days; the 30 days begins to run when notice is provided. Here is a revised proposal highlighting the changes from the version that I sent on May 8, 2024 to incorporate some of your other comments.

In order to resolve the above-described dispute, we propose the parties enter into the following agreement (the "Agreement"):

1. The Reorganized Debtors (as defined in the ***Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis*** **[Docket No. 1146] entered in the above-captioned case (the "Confirmation Order")**~~**Confirmation Order**~~) agree that the 30 days under 11 U.S.C. § 108(c)(2) will not begin to run for the individuals listed in your April 11, 2024 Email to me below (the "Covered Individuals") for tort claims relating to alleged injuries allegedly caused by a product sold by the Reorganized Debtors until both**:** (a) the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective**;** and (b) the Reorganized Debtors provide notice that the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective by sending notice of such occurrence by email to fvc@meyers-flowers.com and/or by regular U.S. mail addressed to **Meyers & Flowers, LLC, Attn: Frank Cesarone, 3 N. 2nd Street, Suite, 300, St. Charles, IL 60174** ~~**225 W. Wacker Dr., Suite 1515, Chicago, IL 60606**~~. Nothing in this Agreement expands the application of 11 U.S.C. § 108(c)(2) to claims to which it does not apply on its own terms and nothing in this Agreement allows a Covered Individual to file a claim with a statute of limitations that ran before the Petition Date (as defined in the Confirmation Order).

2. You and the Covered Individuals agree to dismiss without prejudice any lawsuits filed against the Reorganized Debtors on or after February 23, 2024; the Reorganized Debtors agree that a dismissal without prejudice pursuant to this Agreement will not counts as a Covered Individual's one voluntary dismissal as of right under 735 Ill. Comp. Stat. 5/13-217.

3. You and the Covered Individuals agree not to file or prosecute any lawsuits or claims nominally naming the Reorganized Debtors as provided in Article VII.L of the Plan (as defined in the Confirmation Order) until the injunction in paragraph 31(a)(ii) of the Confirmation Order is dissolved, lifted or otherwise ceases to be effective and notice is provided as described in Paragraph 1 of this Agreement.

4. You and the Covered Individuals agree not to argue or otherwise assert that this Agreement in any way waives, amends, modifies, supplements, or otherwise alters the Confirmation Order or the Plan.

5. At any time, you may request that one or more additional individuals (each an "Additional Individual") be added to the definition of Covered Individuals by sending the request by email to mccorcoran@jonesday.com and/or by regular U.S. mail addressed to 325 John H. McConnell Boulevard, Columbus, OH 43215. Within 10 business days of receiving such a request, the Reorganized Debtors will inform you if they agree to add that Additional Individual to the definition of Covered Individuals. If the Reorganized Debtors agree to add an Additional Individual to the definition of Covered Individuals, that Additional Individual will become a Covered Individual for all purposes under this Agreement. **In the event the Reorganized Debtors do not agree to add an Additional Individual to the definition of Covered Individuals, Meyers & Flowers reserve their right to pursue any lawsuits or claims respecting such Additional Individual and the Reorganized Debtors reserve all rights and remedies they have under the Confirmation Order or Plan with respect to any such lawsuits or claims.**

Please let me know if you and the Covered Individuals agree to these terms.

Thanks,

Matt

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard
Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Tuesday, May 21, 2024 12:56 PM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Hi Matt,

Just checking in on this. Let me know if we are in agreement or have anything else to iron out. Thanks

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Frank V. Cesarone
Sent: Tuesday, May 14, 2024 10:47 AM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>; Peter J. Flowers <pjf@meyers-flowers.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Matt,

Thanks for your e-mail. My understanding from our discussions and the correspondence coming from you on behalf of both the IB entity and Midea is that the agreement covers both. Please confirm.

Separately, I've added minor edits below in red. Let me know if these are agreeable. Thank you.

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606

Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Wednesday, May 8, 2024 8:53 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

SUBJECT TO RULE 408

Frank,

Thank you for your email. Rather than responding point by point to your email, I will make a new proposal, which incorporates our initial proposal and some of the concepts in your email below, to resolve our dispute over whether certain lawsuits you filed violated the injunction in paragraph 31(a)(ii) of the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Docket No. 1146] entered in the above-captioned case (the "Confirmation Order"). For the avoidance of doubt, we do not agree to any of the terms in your immediately preceding email.

In order to resolve the above-described dispute, we propose the parties enter into the following agreement (the "Agreement"):

1. The Reorganized Debtors (as defined in the Confirmation Order) agree that the 30 days under 11 U.S.C. § 108(c)(2) will not begin to run for the individuals listed in your April 11, 2024 Email to me below (the "Covered Individuals") for tort claims relating to alleged injuries allegedly caused by a product sold by the Reorganized Debtors until 60 days after both (a) the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective; and (b) the Reorganized Debtors provide notice that the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective by sending notice of such occurrence by email to fvc@meyers-flowers.com and by regular U.S. mail addressed to Meyers & Flowers, LLC, Attn: Frank Cesarone, 3 N. 2nd Street, Suite, 300, St. Charles, IL 60174. Nothing in this Agreement expands the application of 11 U.S.C. § 108(c)(2) to claims to which it does not apply on its own terms and nothing in this Agreement allows a Covered Individual to file a claim with a statute of limitations that ran before the Petition Date (as defined in the Confirmation Order).

2. You and the Covered Individuals agree to dismiss without prejudice any lawsuits filed against the Reorganized Debtors on or after February 23, 2024; the Reorganized Debtors agree that a dismissal without prejudice pursuant to this Agreement will not counts as a Covered Individual's one voluntary dismissal as of right under 735 Ill. Comp. Stat. 5/13-217.

3. You and the Covered Individuals agree not to file or prosecute any lawsuits or claims nominally naming the Reorganized Debtors as provided in Article VII.L of the Plan (as defined in the Confirmation Order) until the injunction in paragraph 31(a)(ii) of the Confirmation Order is dissolved, lifted or otherwise ceases to be effective and notice is provided as described in Paragraph 1 of this Agreement.

4. You and the Covered Individuals agree not to argue or otherwise assert that this Agreement in any way waives, amends, modifies, supplements, or otherwise alters the Confirmation Order or the Plan.

5. At any time, you may request that one or more additional individuals (each an "Additional Individual") be added to the definition of Covered Individuals by sending the request by email to mccorcoran@jonesday.com and/or by regular U.S. mail addressed to 325 John H. McConnell Boulevard, Columbus, OH 43215. Within 10 business days of receiving such a request, the Reorganized Debtors will inform you if they agree to add that Additional Individual to the definition of Covered Individuals. If the Reorganized Debtors agree to add an Additional Individual to the definition of Covered Individuals, that Additional Individual will become a Covered Individual for all purposes under this Agreement. In the event an agreement cannot be reached, Meyers & Flowers reserve their right to pursue any lawsuits or claims.

Please let me know if you and the Covered Individuals agree to these terms.

Thanks,

Matt

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard
Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Thursday, May 2, 2024 2:20 PM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Matt,

Thanks for your time today. Below is a renumbered version of your proposal, along with notes consistent with our discussion earlier. Once you've had a chance to talk to you client, let me know if we are all on the same page and in agreement. Thanks

1. The Reorganized Debtors (as defined in the Confirmation Order) will agree that the 30 days under 11 U.S.C. § 108(c)(2) will not begin to run for the listed individuals until the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective. We are in agreement with the understanding that this applies to the individuals previously identified to Defendants (and future clients subject to the process set forth below for any such future matter). Nothing in this agreement is intended to revive a SOL that has passed. Meyers & Flowers will want to determine the manner in which Defendants provide us notice of dissolution, lift, cease to be effective, etc.

2. You and the listed individuals agree to dismiss without prejudice any lawsuits filed against the Reorganized Debtors on or after February 23, 2024. We can agree to a voluntary dismissal without prejudice that does not count as Plaintiffs' one voluntary dismissal we have as a right in Illinois. Our agreement to dismiss is based on Defendants'

position that the pressure cooker explosion injury cases constitute product liability claims under the Plan and Confirmation Order. We will file voluntary dismissals in the following cases upon reaching an agreement:

- Perez (2024-L-3353)
- Smith (2024-L-3362)
- Everett (2024-L-3363)

The parties agree that for any future cases that are not included on the list below, Meyers & Flowers, LLC will inform Defendants of their involvement. Thereafter, and before commencing any lawsuit or proceeding, the parties agree to discuss whether and to what extent the agreement set forth herein, including Defendants' position that the pressure cooker explosion injury cases constitute product liability claims under the Plan and Confirmation Order, could be applied to any such case.

3. You and the listed individuals agree not to file or prosecute any lawsuits or claims nominally naming the Reorganized Debtors as provided in Article VII.L of the Plan (as defined in the Confirmation Order) until the injunction in paragraph 31(a)(ii) of the Confirmation Order is dissolved, lifted or otherwise ceases to be effective. Consistent with #2 above, we agree not to notify Defendants of our involvement in any new/future matter. Thereafter, and before commencing any lawsuit, the parties agree to discuss whether and to what extent the agreement set forth herein, including Defendants' position that the pressure cooker explosion injury cases constitute product liability claims under the Plan and Confirmation Order, could be applied to any such case. In the event an agreement cannot be reached, the parties reserve their respective rights.

4. You and the listed individuals agree not to argue or otherwise assert that this agreement in any way waives, amends, modifies, supplements, or otherwise alters the Confirmation Order or the Plan. We can agree to this with the understanding that it can be applied equally to future clients, to the extent the parties reach agreement per the process set forth above.

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Monday, April 29, 2024 11:06 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

SUBJECT TO FRE 408:

Frank,

We note that many of the listed individuals appear to be duplicates. Moreover, we do not agree that your concerns regarding the statute of limitation permitted you to file lawsuits in violation of the injunction in paragraph 31(a)(ii) of the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Docket No. 1146] entered in the above-captioned case (the "Confirmation Order").

However, we are amenable to the following agreement:

1. The Reorganized Debtors (as defined in the Confirmation Order) will agree that the 30 days under 11 U.S.C. § 108(c)(2) will not begin to run for the listed individuals until the injunction in paragraph 31(a)(ii) of Confirmation Order is dissolved, lifted or otherwise ceases to be effective.

2. You and the listed individuals agree to dismiss without prejudice any lawsuits filed against the Reorganized Debtors on or after February 23, 2024.

2. You and the listed individuals agree not to file or prosecute any lawsuits or claims nominally naming the Reorganized Debtors as provided in Article VII.L of the Plan (as defined in the Confirmation Order) until the injunction in paragraph 31(a)(ii) of the Confirmation Order is dissolved, lifted or otherwise ceases to be effective.

3. You and the listed individuals agree not to argue or otherwise assert that this agreement in any way waives, amends, modifies, supplements, or otherwise alters the Confirmation Order or the Plan.

Please let me know if you and the listed individuals agree to these terms.

Thanks,

Matt

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard
Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Friday, April 26, 2024 2:17 PM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Matt,

I hope you're having a nice week. Could you let me know if there is any update regarding our discussion and correspondence below? Please let me know as I don't believe we've heard from you since April 11th.

Thanks

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Frank V. Cesarone
Sent: Monday, April 15, 2024 10:52 AM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Good morning Matt,

Just touching base on our conversation last week. Let me know when you think you'll have an update. Thanks

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
Chicago Office: 225 W. Wacker Dr., Suite 1515, Chicago, IL 60606
Peru Office: 1200 Maple Dr., Peru, IL 61354

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From: Frank V. Cesarone
Sent: Thursday, April 11, 2024 4:54 PM
To: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Matt,

The unfiled IB cases I referenced during are call are:

1. Benjamin Dotson
2. Samantha Ginesin
3. Blaze Harms
4. Benjamin Johnson
5. Lindsey Russell
6. Mollie Williams
7. Jaton Bray
8. Latonya Everett
9. Martha Smith
10. Samantha Baker
11. Phoenix Rios
12. Kerry Hann
13. Shalon Hinckley
14. Tommy Conn
15. Jennifer Taglianetti
16. Mia Haynes
17. Megan Juncaj
18. Jennifer Snyder
19. Karra Douglas
20. Zoey Patrick
21. Susan Sands
22. Monica Istre
23. Sebastian Owens
24. Chris Fischer
25. Maxine Spencer
26. David Avalos
27. Carolina Guerrero
28. Jeffery Banks
29. Valery Capuchino
30. Benjamin Dotson
31. Samantha Ginesin
32. Blaze Harms
33. Benjamin Johnson
34. Roxana Lafleur
35. Michelle Lee
36. Robert McDaniel
37. Lindsey Russell
38. Virginia Villa-Sanders
39. Mollie Williams

Please let me know when you have an update. Thanks

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

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From: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Sent: Thursday, April 11, 2024 11:57 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>; Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Frank,

Can you send over the list of potential future cases you mentioned on the call yesterday?

Thanks,

Matt

Matthew C. Corcoran (bio)
Partner
JONES DAY® - One Firm Worldwide℠
325 John H. McConnell Boulevard
Columbus, OH 43215

Office +1.614.281.3822
mccorcoran@jonesday.com

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Monday, April 8, 2024 12:05 PM
To: Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Thanks

MEYERS & FLOWERS TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

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From: Loesing, Daniel C. <dloesing@jonesday.com>
Sent: Monday, April 8, 2024 11:53 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>
Cc: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Mr. Cesarone,

This Wednesday at 1:30pm ET works for us. I will circulate a meeting invitation shortly.

Daniel C. Loesing
Associate
JONES DAY® - One Firm Worldwide®
325 John H. McConnell Blvd., Suite 600
Columbus, OH 43215
Office +1.614.281.3123

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Monday, April 8, 2024 11:10 AM
To: Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

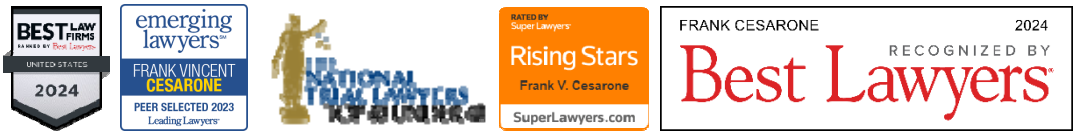
How about Wednesday at 1:30 p.m. EST?

MEYERS & FLOWERS
TRIAL ATTORNEYS

FRANK V. CESARONE
Partner

O: 630-232-6333 | **P:** 630-797-3340
F: 630-845-8982
E: fvc@meyers-flowers.com

St. Charles Office: 3 North Second St., Suite 300, St. Charles, IL 60174
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From: Loesing, Daniel C. <dloesing@jonesday.com>
Sent: Friday, April 5, 2024 8:29 AM
To: Frank V. Cesarone <fvc@meyers-flowers.com>
Cc: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: RE: Letter re: Corelle Brands Case No. 23-90716

Mr. Cesarone,

We are generally available Tuesday and Wednesday next week, except between 10am and 1pm on Wednesday. We are also generally available before 2:30pm on Thursday.

Let us know a time that works for you in those windows.

Best,

Daniel C. Loesing
Associate
JONES DAY® - One Firm Worldwide®
325 John H. McConnell Blvd., Suite 600
Columbus, OH 43215
Office +1.614.281.3123

From: Frank V. Cesarone <fvc@meyers-flowers.com>
Sent: Thursday, April 4, 2024 6:03 PM
To: Loesing, Daniel C. <dloesing@jonesday.com>
Cc: Corcoran, Matthew C. <mccorcoran@JonesDay.com>; Stacy O'Connor <sao@meyers-flowers.com>; Jeffrey Sternklar <jeffrey@sternklarlaw.com>
Subject: Re: Letter re: Corelle Brands Case No. 23-90716

Daniel,

What is your availability for a call next week? Thanks

Regards,

Frank V. Cesarone
MEYERS & FLOWERS, LLC.
3 North Second St., Suite 300
St. Charles, Illinois 60174
Phone: (630) 797-3340
Fax: (630) 845-8982
Email: fvc@meyers-flowers.com

Chicago Office:
225 W. Wacker Dr., Suite 1515
Chicago, Illinois 60606

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expressed in the governing client retainer agreement. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 630-232-6333 and permanently delete the original and any copy of any e-mail and printout thereof.

From: Loesing, Daniel C. <dloesing@jonesday.com>
Sent: Thursday, April 4, 2024 4:32:57 PM
To: Frank V. Cesarone <fvc@meyers-flowers.com>
Cc: Corcoran, Matthew C. <mccorcoran@JonesDay.com>
Subject: Letter re: Corelle Brands Case No. 23-90716

Mr. Cesarone,

Please see the attached letter from Matt Corcoran.

Best,

Daniel C. Loesing
Associate
JONES DAY® - One Firm Worldwide®
325 John H. McConnell Blvd., Suite 600
Columbus, OH 43215
Office +1.614.281.3123

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EXHIBIT G

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Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 9:45 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK,

2025L007959

Plaintiff,

vs.

WAL-MART STORES EAST, LP, WAL-MART INC., CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC., a/k/a WK ACQUISITION HOLDINGS INC.; CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC, INSTANT BRANDS, INC., DOUBLE INSIGHT INC.; MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD., and MIDEA GROUP CO. LTD.

Defendants.

COMPLAINT AT LAW AND JURY DEMAND

COMES NOW the Plaintiff, by and through the undersigned, and in support of her cause of action against the Defendants, states:

INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Tiffany Sloan, as Parent and Next Friend of Zoey Patrick ("PATRICK") who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model DUO 60 V3

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(hereinafter "Instant Pot®"), which Defendants, designed, manufactured, marketed, sold and distributed.

2. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

3. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date

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> Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

4. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied.

5. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendants on account of Plaintiff's "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendants' insurance policy or policies.

6. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC.to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

7. At all times relevant to this complaint, Tiffany Sloan, as Parent and Next Friend of Zoey Patrick and Zoey Patrick, a minor, were and/or are residents of Tennessee.

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8. At all times relevant to this complaint, CORELLE BRANDS ACQUISITION was and/or is a Delaware Limited Liability Corporation with its principal place of business located in Illinois.

9. Defendant CORELLE BRANDS ACQUISITION is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

10. At all times relevant to this complaint, CORELLE BRANDS was and/or is a Delaware Limited Liability Corporation with its principal place of business located in Illinois.

11. Defendant CORELLE BRANDS is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

12. At all times relevant to this complaint, INSTANT BRANDS, INC. is a Canadian Corporation with its principal place of business located in Illinois.

13. Defendant INSTANT BRANDS, INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State

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in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

14. At all times relevant to this complaint, DOUBLE INSIGHT INC. is a Canadian Corporation with its principal place of business located in Kanata, Ontario, Canada.

15. Defendant DOUBLE INSIGHT INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

16. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

17. Defendant MIDEA US is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. ("MIDEA GROUP") is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused

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injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

20. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. ("FOSHAN") is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

21. Defendant, FOSHAN is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

22. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. ("GUANGDONG") is a Chinese Corporation, with its principal place of business located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

23. Defendant, GUANGDONG is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

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24. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. ("ZHEJIANG") was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

25. Defendant ZHEJIANG is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

26. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. ("SINGAPORE") is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

27. Defendant SINGAPORE is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

28. Defendant WAL-MART STORES EAST, LP was and is an Arkansas corporation incorporated under the laws of the State of Delaware, with its principal place of business in Bentonville, Arkansas.

29. Defendant WAL-MART STORES EAST, LP is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in

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the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

30. Defendant WAL-MART INC. was and is an Arkansas corporation incorporated under the laws of the State of Delaware, with its principal place of business in Bentonville, Arkansas.

31. Defendant WAL-MART INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

32. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, conducted business and derived substantial revenue from within the State of Iowa, including, but not limited to, its business activities related to the Instant Brands® pressure cookers.

33. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, knew that the only way its Instant Brands® pressure cookers would reach consumers in Iowa, was through Defendants CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. and their network of nationwide pressure cooker marketing and sales efforts.

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34. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Iowa, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Iowa, and including the Instant Brands® pressure cookers that injured Plaintiff, and derived substantial income from doing business in Iowa.

35. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

36. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

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38. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORELLE BRANDS ACQUISITION, and/or CORELLE BRANDS, and/or INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. and/or INSTANT BRANDS, LLC, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

COMMON ALLEGATIONS

40. At all times relevant to the issues alleged in this Complaint Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Dallas County, Iowa, either directly or indirectly through third-parties or related entities, the Instant Pot® that is in issue in this lawsuit.

41. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

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42. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE's, brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

43. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE's, motto is: "make yourself at home".

44. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. claims and/or claimed that it "was founded in 2009 by a team of Canadian technology veterans".

45. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. claims and/or claimed that Dr. Robert Wang was its "founder".

46. Dr. Robert Wang claims and/or claimed to be the inventor of the Instant Pot®.

47. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. subsequently acquired the registration, with the owner as of the date of this filing listed as INSTANT BRANDS INC.

48. On its website, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. states that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

49. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s website states and/or stated that "[e]ach

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subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

50. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s website also states and/or stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

51. The Instant Pot® brand is and/or at all times material was the property of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

52. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

53. The UL Listing means, in part, that when the Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

54. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

55. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. wrote, authored,

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adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

56. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

57. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

58. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

59. On August 3, 2020, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

60. On December 13, 2017, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything

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was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

61. On February 23, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

62. On March 7, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

63. On August 17, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

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64. On March 17, 2019, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

65. On April 23, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

66. On February 25, 2019, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

67. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

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68. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, neither MIDEA DEFENDANTS nor CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

69. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. failed to recall any of the Instant Pot® pressure cookers products that had been sold.

70. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

71. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

72. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

73. MIDEA DEFENDANTS and/or CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

74. The intended safety feature of the Instant Pot® pressure cooker, that the lid cannot be opened while pressure remained inside the pressure cooker, was not adequately tested in design

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and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

75. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

76. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

77. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

78. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

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79. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

80. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

81. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

82. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

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83. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

84. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

85. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

86. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

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87. On February 2, 2021, Tiffany Sloan was preparing food, in Tiffany Sloan's home, using the Instant Pot®.

88. Prior to purchasing and using the Instant Pot®, Tiffany Sloan saw videos and ads for the Instant Pot® and read its manual.

89. On February 2, 2021, the Instant Pot® was being used according to its instructions, videos and warnings.

90. The Instant Pot® contained various food ingredients, including but not limited to food, and was filled to a level below the fill line.

91. After Tiffany Sloan's Instant Pot® finished the cook cycle, Tiffany Sloan, released the steam from the pressure cooker until Tiffany Sloan, observed no more steam coming from the unit.

92. After observing no more steam and relying on the manual instructions, Tiffany Sloan, began to rotate the lid handle to open the pressure cooker. As the movement to disengage the lid was occurring, the lid blew off, releasing with sudden and great force the steam and pressure that was still contained within the Instant Pot®, and spewing its scalding contents onto Tiffany Sloan, as Parent and Next Friend of Zoey Patrick's breast, abdomen, arm and hand.

93. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, Plaintiff, Tiffany Sloan, as Parent and Next Friend of Zoey Patrick sustained serious, painful, disfiguring, and permanent scalding burn injuries to Plaintiff, Tiffany Sloan, as Parent and Next Friend of Zoey Patrick's breast, abdomen, arm and hand, and other injuries and damages as set forth in this Complaint.

COUNT I – STRICT LIABILITY AGIANST WAL-MART STORES EAST, LP

94. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

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95. In or around November 29, 2019, Tiffany Sloan purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3.

96. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff's mother by WAL-MART STORES EAST, LP.

97. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of WAL-MART STORES EAST, LP.

98. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff, and before February 2, 2021, WAL-MART STORES EAST, LP received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

99. On February 2, 2021, Tiffany Sloan was preparing food in her home, using the Instant Pot®.

100. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Tiffany Sloan.

101. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

102. After Tiffany Sloan Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

103. Relying upon WAL-MART STORES EAST, LP's warranties and factual representations regarding the Instant Pot®, Tiffany Sloan reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could

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not be removed if pressure remained inside the product. Accordingly, Tiffany Sloan used the Instant Pot® to prepare food items in a manner intended and directed by WAL-MART STORES EAST, LP. Despite operating the Pressure Cooker as intended and directed by WAL-MART STORES EAST, LP, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff PATRICK as she began to rotate the lid.

104. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, PATRICK sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

105. WAL-MART STORES EAST, LP had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

106. WAL-MART STORES EAST, LP did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

107. WAL-MART STORES EAST, LP expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

108. At the time the Instant Pot® left the possession of WAL-MART STORES EAST, LP and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

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a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

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p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

109. Had WAL-MART STORES EAST, LP adequately tested the Instant Pot®, they would have discovered:

w) The lid could be opened when the Instant Pot® was still under pressure;

x) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

y) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

z) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

110. At all times relevant to this complaint, Plaintiff's mother used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause

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of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

111. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

112. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

113. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

114. WAL-MART STORES EAST, LP, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

115. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers WAL-MART STORES EAST, LP.

116. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by WAL-MART STORES EAST, LP, the Instant Pot® opened under pressure and

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Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, WAL-MART STORES EAST, LP, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST WAL-MART STORES EAST, LP

118. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

119. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

120. WAL-MART STORES EAST, LP's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff PATRICK include, but is not limited to, the following:

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a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, WAL-MART STORES EAST, LP knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around WAL-MART STORES EAST, LP Pressure Cookers and/or substantially similar products;

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m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

121. WAL-MART STORES EAST, LP knew or had reason to know that Plaintiff PATRICK as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

122. Prior to the incident set forth herein, WAL-MART STORES EAST, LP were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

123. Alternatively, prior to the incident set forth herein WAL-MART STORES EAST, LP were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

124. Alternatively, prior to the incident set forth herein, WAL-MART STORES EAST, LP were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

125. WAL-MART STORES EAST, LP knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff PATRICK's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

126. Tiffany Sloan used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. WAL-MART STORES EAST, LP, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

129. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers WAL-MART STORES EAST, LP.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by WAL-MART STORES EAST, LP, the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, WAL-MART STORES EAST, LP, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

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COUNT III – BREACH OF EXPRESS WARRANTY AGAINST WAL-MART STORES EAST, LP

131. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

132. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

133. Defendant, WAL-MART STORES EAST, LP, expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

134. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Tiffany Sloan without which Tiffany Sloan would not have purchased and/or used the Pressure Cooker.

135. The Pressure Cooker did not conform to Defendant WAL-MART STORES EAST, LP's affirmations regarding safety.

136. As a direct and proximate result of Defendant WAL-MART STORES EAST, LP's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART STORES EAST, LP, for

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compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST WAL-MART STORES EAST, LP

137. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

138. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

139. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

140. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

141. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries

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are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART STORES EAST, LP, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST WAL-MART STORES EAST, LP

142. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

143. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

144. In selling the Pressure Cooker to Plaintiff, Defendant WAL-MART STORES EAST, LP, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

145. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant's affirmations regarding its product being fit for

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such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

146. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART STORES EAST, LP, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VI – PRODUCT LIABILITY - FAILURE TO WARN AGAINST WAL-MART STORES EAST, LP

147. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

148. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

149. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

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150. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

151. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

152. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

153. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART STORES EAST, LP, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VII – PRODUCT LIABILITY - DESIGN DEFECT AGAINST WAL-MART STORES EAST, LP

154. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

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155. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

156. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

157. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

158. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

159. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

160. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART STORES EAST, LP, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT VIII – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST WAL-MART STORES EAST, LP

161. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

162. At all times relevant, it was the duty of WAL-MART STORES EAST, LP to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

163. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

164. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

165. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

166. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

167. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART STORES EAST, LP, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XIV – STRICT LIABILITY AGIANST WAL-MART INC.

117. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

118. In or around October 18, 2022, Tiffany Sloan, purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3.

119. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by WAL-MART INC..

120. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of WAL-MART INC..

121. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Tiffany Sloan, and before February 2, 2021, WAL-MART INC. received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

122. On February 2, 2021, Tiffany Sloan was preparing food in her home, using the Instant Pot®.

123. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Tiffany Sloan.

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124. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

125. After Tiffany Sloan's Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

126. Relying upon WAL-MART INC.'s warranties and factual representations regarding the Instant Pot®, Tiffany Sloan reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Tiffany Sloan used the Instant Pot® to prepare food items in a manner intended and directed by WAL-MART INC.. Despite operating the Pressure Cooker as intended and directed by WAL-MART INC., including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff PATRICK as she began to rotate the lid.

127. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, PATRICK sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

128. WAL-MART INC. had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

129. WAL-MART INC. did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

130. WAL-MART INC. expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and

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it did in fact reach, consumers, including Tiffany Sloan without substantial change in the condition.

131. At the time the Instant Pot® left the possession of WAL-MART INC. and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

aa) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

bb) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

cc) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

dd) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

ee) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

ff) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

gg) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

hh) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

ii) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

jj) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

kk) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

ll) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

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mm) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

nn) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

oo) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

pp) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

qq) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

rr) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

ss) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

tt) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

uu) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

vv) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

132. Had WAL-MART INC. adequately tested the Instant Pot®, they would have discovered:

ww) The lid could be opened when the Instant Pot® was still under pressure;

xx) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

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yy) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

zz) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

133. At all times relevant to this complaint, Tiffany Sloan used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

134. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

135. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

136. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

137. WAL-MART INC., as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

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138. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers WAL-MART INC..

139. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by WAL-MART INC., the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, WAL-MART INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XV – NEGLIGENCE AGAINST WAL-MART INC.

118. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

119. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying,

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distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

120. WAL-MART INC.'s negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff PATRICK include, but is not limited to, the following:

o) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

p) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

q) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

r) After receiving post-marketing incident reports and/or testing data, WAL-MART INC. knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

s) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

t) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

u) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

v) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

w) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

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x) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

y) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

z) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around WAL-MART INC. Pressure Cookers and/or substantially similar products;

aa) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

bb) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

131. WAL-MART INC. knew or had reason to know that Plaintiff PATRICK as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

132. Prior to the incident set forth herein, WAL-MART INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

133. Alternatively, prior to the incident set forth herein WAL-MART INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

134. Alternatively, prior to the incident set forth herein, WAL-MART INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

135. WAL-MART INC. knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff PATRICK's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

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136. Tiffany Sloan used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

137. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

138. WAL-MART INC., as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

139. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers WAL-MART INC..

140. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by WAL-MART INC., the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, WAL-MART INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for

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compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XVI – BREACH OF EXPRESS WARRANTY AGAINST WAL-MART INC.

168. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

169. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

170. Defendant, WAL-MART INC., expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

171. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

172. The Pressure Cooker did not conform to Defendant WAL-MART INC.'s affirmations regarding safety.

173. As a direct and proximate result of Defendant WAL-MART INC.'s breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XVII – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST WAL-MART INC.

174. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

175. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

176. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

177. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

178. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries

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are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XVIII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST WAL-MART INC.

179. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

180. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

181. In selling the Pressure Cooker to Plaintiff, Defendant WAL-MART INC., through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

182. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

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183. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XIX – PRODUCT LIABILITY - FAILURE TO WARN AGAINST WAL-MART INC.

184. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

185. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

186. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

187. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions,

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was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

188. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

189. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

190. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XX – PRODUCT LIABILITY - DESIGN DEFECT AGAINST WAL-MART INC.

191. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

192. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying,

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distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

193. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

194. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

195. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

196. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

197. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXI – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST WAL-MART INC.

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198. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

199. At all times relevant, it was the duty of WAL-MART INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

200. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

201. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

202. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

203. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

204. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, WAL-MART INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXII – STRICT LIABILITY AGIANST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

140. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

141. In or around October 18, 2022, Tiffany Sloan purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3.

142. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. The Instant Pot® purchased by Plaintiff PATRICK was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

143. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Tiffany Sloan, and before February 2, 2021, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

144. On February 2, 2021, Tiffany Sloan was preparing food in her home, using the Instant Pot®.

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145. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff PATRICK.

146. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

147. After Tiffany Sloan's Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

148. Relying upon CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.'s warranties and factual representations regarding the Instant Pot®, Plaintiff PATRICK reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff PATRICK used the Instant Pot® to prepare food items in a manner intended and directed by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. Despite operating the Pressure Cooker as intended and directed by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff PATRICK as she began to rotate the lid.

149. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, PATRICK sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

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150. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

151. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

152. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff PATRICK without substantial change in the condition.

153. At the time the Instant Pot® left the possession of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

aaa) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

bbb) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

ccc) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

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ddd) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

eee) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

fff) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

ggg) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

hhh) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

iii) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

jjj) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

kkk) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

lll) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

mmm) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

nnn) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

ooo) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

ppp) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

qqq) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

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rrr) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

sss) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

ttt) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

uuu) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

vvv) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

154. Had CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. adequately tested the Instant Pot®, they would have discovered:

www) The lid could be opened when the Instant Pot® was still under pressure;

xxx) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

yyy) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

zzz) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

155. At all times relevant to this complaint, Tiffany Sloan used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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156. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

157. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

158. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

159. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

160. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

161. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT

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BRANDS, INC., AND/OR DOUBLE INSIGHT INC., the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XXIII – NEGLIGENCE AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

118. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

119. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

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120. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.'s negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff PATRICK include, but is not limited to, the following:

cc) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

dd) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

ee) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

ff) After receiving post-marketing incident reports and/or testing data, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

gg) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

hh) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

ii) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

jj) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

kk) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

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ll) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

mm) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

nn) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. Pressure Cookers and/or substantially similar products;

oo) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

pp) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

141. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew or had reason to know that Plaintiff PATRICK as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

142. Prior to the incident set forth herein, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

143. Alternatively, prior to the incident set forth herein CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

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144. Alternatively, prior to the incident set forth herein, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

145. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff PATRICK's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

146. Tiffany Sloan used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

147. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

148. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

149. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC..

150. As a direct and proximate cause of one or more of the foregoing wrongful acts or

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omissions by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XXIV – BREACH OF EXPRESS WARRANTY AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

205. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

206. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing,

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promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

207. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

208. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

209. The Pressure Cooker did not conform to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding safety.

210. As a direct and proximate result of Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XXV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

211. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

212. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

213. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

214. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

215. As a direct and proximate result of Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of the implied warranty of merchantability, Plaintiff suffered injury including

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severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXVI – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

216. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

217. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

218. In selling the Pressure Cooker to Plaintiff, Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. , through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and

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knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., impliedly warranted that the product would be fit for such particular purpose.

219. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

220. As a direct and proximate result of Defendant CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XXVII – PRODUCT LIABILITY - FAILURE TO WARN AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

221. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

222. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

223. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

224. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

225. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. , knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

226. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

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227. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXVIII – PRODUCT LIABILITY - DESIGN DEFECT AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

228. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

229. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

230. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

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231. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

232. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

233. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

234. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXIX – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

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235. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

236. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

237. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

238. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

239. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

240. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

241. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and

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medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXX – STRICT LIABILITY AGIANST MIDEA US

162. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

163. In or around October 18, 2022, Tiffany Sloan purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3.

164. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by MIDEA US.

165. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of MIDEA US.

166. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Tiffany Sloan, and before February 2, 2021, MIDEA US received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

167. On February 2, 2021, Tiffany Sloan was preparing food in her home, using the Instant Pot®.

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168. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Tiffany Sloan.

169. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

170. After Tiffany Sloan's Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

171. Relying upon MIDEA US's warranties and factual representations regarding the Instant Pot®, Plaintiff PATRICK reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff PATRICK used the Instant Pot® to prepare food items in a manner intended and directed by MIDEA US. Despite operating the Pressure Cooker as intended and directed by MIDEA US, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff PATRICK as she began to rotate the lid.

172. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, PATRICK sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

173. MIDEA US had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

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174. MIDEA US did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

175. MIDEA US expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff PATRICK without substantial change in the condition.

176. At the time the Instant Pot® left the possession of MIDEA US and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

aaaa) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

bbbb) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

cccc) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

dddd) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

eeee) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

ffff) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

gggg) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

hhhh) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

iiii) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

jjjj) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

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kkkk) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

llll) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

mmmm) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

nnnn) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

oooo) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

pppp) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

qqqq) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

rrrr) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

ssss) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

tttt) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

uuuu) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

vvvv) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

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177. Had MIDEA US adequately tested the Instant Pot®, they would have discovered:

wwww) The lid could be opened when the Instant Pot® was still under pressure;

xxxx) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

yyyy) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

zzzz) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

178. At all times relevant to this complaint, Tiffany Sloan used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

179. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

180. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

181. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

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182. MIDEA US, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

183. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers MIDEA US.

184. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA US, the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, MIDEA US, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XXXI – NEGLIGENCE AGAINST MIDEA US

118. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

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119. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

120. MIDEA US's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff PATRICK include, but is not limited to, the following:

qq) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

rr) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

ss) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

tt) After receiving post-marketing incident reports and/or testing data, MIDEA US knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

uu) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

vv) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

ww) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

xx) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

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yy) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

zz) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

aaa) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

bbb) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA US Pressure Cookers and/or substantially similar products;

ccc) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

ddd) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

151. MIDEA US knew or had reason to know that Plaintiff PATRICK as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

152. Prior to the incident set forth herein, MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

153. Alternatively, prior to the incident set forth herein MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

154. Alternatively, prior to the incident set forth herein, MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

155. MIDEA US knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff PATRICK's presence in the vicinity of and/or

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foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

156. Tiffany Sloan used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

157. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

158. MIDEA US, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

159. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers MIDEA US.

160. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA US, the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

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WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, MIDEA US, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XXXII – BREACH OF EXPRESS WARRANTY AGAINST MIDEA US

242. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

243. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

244. Defendant MIDEA US expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

245. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

246. The Pressure Cooker did not conform to Defendant MIDEA US's affirmations regarding safety.

247. As a direct and proximate result of Defendant MIDEA US's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are

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either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXXIII – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST MIDEA US

248. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

249. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

250. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

251. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

252. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the

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body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXXIV – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST MIDEA US

253. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

254. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

255. In selling the Pressure Cooker to Plaintiff, Defendant MIDEA US, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

256. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for

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such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

257. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXXV – PRODUCT LIABILITY - FAILURE TO WARN AGAINST MIDEA US

258. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

259. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

260. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

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261. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

262. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

263. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

264. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXXVI – PRODUCT LIABILITY - DESIGN DEFECT AGAINST MIDEA US

265. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

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266. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

267. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

268. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

269. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

270. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

271. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XXXVII – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST MIDEA US

272. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

273. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

274. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

275. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

276. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

277. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

278. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXXVIII– STRICT LIABILITY AGIANST MIDEA CHINA

185. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

186. In or around October 18, 2022, Tiffany Sloan purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3.

187. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by MIDEA CHINA.

188. The Instant Pot® purchased by Tiffany Sloan was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of MIDEA CHINA.

189. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Tiffany Sloan, and before February 2, 2021, MIDEA CHINA received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

190. On February 2, 2021, Tiffany Sloan was preparing food in her home, using the Instant Pot®.

191. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff PATRICK.

192. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

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193. After Plaintiff PATRICK's Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

194. Relying upon MIDEA CHINA's warranties and factual representations regarding the Instant Pot®, Plaintiff PATRICK reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff PATRICK used the Instant Pot® to prepare food items in a manner intended and directed by MIDEA CHINA. Despite operating the Pressure Cooker as intended and directed by MIDEA CHINA, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff PATRICK as she began to rotate the lid.

195. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, PATRICK sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

196. MIDEA CHINA had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

197. MIDEA CHINA did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

198. MIDEA CHINA expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff PATRICK without substantial change in the condition.

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199. At the time the Instant Pot® left the possession of MIDEA CHINA and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

aaaaa) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

bbbbb) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

ccccc) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

ddddd) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

eeeee) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

fffff) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

ggggg) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

hhhhh) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

iiiii) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

jjjjj) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

kkkkk) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

lllll) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

mmmmm) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside,

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that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

nnnnn) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

ooooo) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

ppppp) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

qqqqq) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

rrrrr) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

sssss) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

ttttt) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

uuuuu) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

vvvvv) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

200. Had MIDEA CHINA adequately tested the Instant Pot®, they would have discovered:

wwwww) The lid could be opened when the Instant Pot® was still under pressure;

xxxxx) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

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yyyyy) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

zzzzz) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

201. At all times relevant to this complaint, Plaintiff PATRICK used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

202. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

203. The Instant Pot® purchased by Tiffany Sloan was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

204. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

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205. MIDEA CHINA, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

206. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers MIDEA CHINA.

207. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA CHINA, the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, MIDEA CHINA, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XXXIX – NEGLIGENCE AGAINST MIDEA CHINA

118. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

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119. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

120. MIDEA CHINA's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff PATRICK include, but is not limited to, the following:

eee) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

fff) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

ggg) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

hhh) After receiving post-marketing incident reports and/or testing data, MIDEA CHINA knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

iii) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

jjj) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

kkk) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

lll) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn

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injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

mmm) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

nnn) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

ooo) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

ppp) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA CHINA Pressure Cookers and/or substantially similar products;

qqq) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

rrr) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

161. MIDEA CHINA knew or had reason to know that Plaintiff PATRICK as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

162. Prior to the incident set forth herein, MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

163. Alternatively, prior to the incident set forth herein MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

164. Alternatively, prior to the incident set forth herein, MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

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165. MIDEA CHINA knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff PATRICK's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

166. Tiffany Sloan used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

167. Plaintiff PATRICK could not have discovered any defect in the Instant Pot® through the exercise of due care.

168. MIDEA CHINA, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

169. Plaintiff PATRICK did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers MIDEA CHINA.

170. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA CHINA, the Instant Pot® opened under pressure and Plaintiff PATRICK was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff PATRICK also suffered great pain and anguish. Plaintiff PATRICK was hindered and prevented from her usual and customary duties and affairs. Plaintiff PATRICK will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff PATRICK was unable to and

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will in the future be unable to attend to Plaintiff PATRICK's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff PATRICK prays for judgment against Defendant, MIDEA CHINA, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XL – BREACH OF EXPRESS WARRANTY AGAINST MIDEA CHINA

279. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

280. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

281. Defendant, MIDEA CHINA, expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

282. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

283. The Pressure Cooker did not conform to Defendant MIDEA CHINA's affirmations regarding safety.

284. As a direct and proximate result of Defendant MIDEA CHINA's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body,

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and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XLI – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST MIDEA CHINA

285. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

286. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

287. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

288. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

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289. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XLII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST MIDEA CHINA

290. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

291. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

292. In selling the Pressure Cooker to Plaintiff, Defendant MIDEA CHINA, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

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293. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

294. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XLIII – PRODUCT LIABILITY - FAILURE TO WARN AGAINST MIDEA CHINA

295. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

296. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

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297. On or about February 2, 2021, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

298. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

299. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

300. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

301. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XLIV – PRODUCT LIABILITY - DESIGN DEFECT AGAINST MIDEA CHINA

302. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

303. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

304. On or about February 2, 2021, Tiffany Sloan used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

305. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

306. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

307. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

308. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XLV – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST MIDEA CHINA

309. Plaintiff PATRICK incorporates by reference paragraphs 1 through 93 of the Complaint at Law as if fully set forth herein.

310. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

311. On or about February 2, 2021, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

312. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

313. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

314. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

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315. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, TIFFANY SLOAN, AS PARENT AND NEXT FRIEND OF ZOEY PATRICK, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

JURY DEMAND

The above-named Defendants are hereby notified Plaintiff demands a trial by jury on all issues presented in this Petition at Law.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Jason Turchin, Esq, (pro hac vice forthcoming)
Whitney Page, Esq. (pro hac vice forthcoming)
Law Offices of Jason Turchin
2883 Executive Park Drive, Suite 103
Weston, Florida 33331
Ph: (954) 515-5000
Fax: (954) 659-1380
jason@victimaid.com
whitney@victimaid.com

EXHIBIT H

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Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https://www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 9:45 AM

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Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

DAVID AVALOS HERNANDEZ,

Plaintiff,

vs.

CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD,

Defendants.

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For updated information about your case, including hearings, subsequent filings and other case information, please visit our Online Case Search and search for your case: https://casesearch.cookcountyclerkofcourt.org

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, DAVID AVALOS HERNANDEZ, by and through his attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 6Q (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around December 2021, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to June 21, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On June 21, 2022, Plaintiff was preparing beans in his home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to beans, garlic, onion, seasoning, and water, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as he began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to his stomach, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(DAVID AVALOS HERNANDEZ v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(DAVID AVALOS HERNANDEZ v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(DAVID AVALOS HERNANDEZ v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about June 21, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(DAVID AVALOS HERNANDEZ v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Anglea Engstrom, Esq. (*pro hac vice* forthcoming)
Law Office of Angela L. Engstrom, PLLC
1914 Broadway St.
Vancouver, WA 98663
360-346-1424 (o)
360-523-2909 (c)
360-313-6812 (f)
ale@all-lawyer.com

Bill Montecucco, Esq. (*pro hac vice* forthcoming)
Bill Montecucco, Attorney at Law, P.S.
1914 Broadway Street
Vancouver, WA 98663
Phone (360) 735-8555
Fax (360) 213-0030
bill@billmontecucco.com

EXHIBIT I

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Law Division Motion Section Initial Case Management Dates for GALENDAR(A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 9:30 AM

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Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025L007976
Calendar, X
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

CAROLINA GUERRERO LIZARRAGA, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007976

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, CAROLINA GUERRERO LIZARRAGA, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around December 2021, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to June 21, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On June 21, 2022, Plaintiff was preparing beans in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to beans, garlic, onion, seasoning, and water, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest and stomach, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

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55. MIDEA DEFENDANTS' motto is: "make yourself at home".

56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most

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advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(CAROLINA GUERRERO LIZARRAGA v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(CAROLINA GUERRERO LIZARRAGA v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(CAROLINA GUERRERO LIZARRAGA v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about June 21, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(CAROLINA GUERRERO LIZARRAGA v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Anglea Engstrom, Esq. (pro hac vice forthcoming)
Law Office of Angela L. Engstrom, PLLC
1914 Broadway St.
Vancouver, WA 98663
360-346-1424 (o)
360-523-2909 (c)
360-313-6812 (f)
ale@all-lawyer.com

Bill Montecucco, Esq. (pro hac vice forthcoming)
Bill Montecucco, Attorney at Law, P.S.
1914 Broadway Street
Vancouver, WA 98663
Phone (360) 735-8555
Fax (360) 213-0030
bill@billmontecucco.com

EXHIBIT J

Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 10:00 AM

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Mariyana T. Spyropoulos
CIRCUIT CLERK
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

CATHERINE BERRIOS, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007978

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, CATHERINE BERRIOS, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model IP DUO60 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. This matter arises out of the same incident as *Seth Berrios v. Instant Brands, et. al*., Cook County Case No. 2022L010257, which is currently pending, and on the bankruptcy stay calendar. Due to the bankruptcy stay, we are unable to amend the *Seth Berrios* complaint and upon lift of the automatic stay, the two cases should be combined or consolidated.

9. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

10. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

11. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

12. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

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13. CORELLE acquired or merged with Instant Brands Inc. in 2019.

14. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

15. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

16. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

17. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

18. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

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19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

22. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

24. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because

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it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

26. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

28. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

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29. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

30. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

31. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

32. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

34. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an

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Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

35. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

36. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

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40. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

41. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

COMMON ALLEGATIONS

42. At some point prior to September 10, 2022, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model IP DUO60.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

44. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

45. Prior to September 10, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

46. On September 10, 2022, Plaintiff was preparing a meal in her home, using the Instant Pot®.

47. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

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48. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients and was filled to a level below the fill line.

49. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

50. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

51. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her left hand and forearm, up to her elbow,, and other injuries and damages as set forth in this Complaint.

52. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

53. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly

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or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

54. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

55. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

56. MIDEA DEFENDANTS' motto is: "make yourself at home".

57. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

58. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

59. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

60. CORELLE claims that Dr. Robert Wang was its "founder".

61. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

62. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

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63. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

64. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

65. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

66. The Instant Pot® brand is the property of CORELLE.

67. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

68. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

69. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

70. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

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71. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

73. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

74. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

75. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

76. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4

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Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

77. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

78. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

79. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

80. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed

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the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

81. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

82. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

83. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

85. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

86. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

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87. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

88. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

89. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

90. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

92. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

93. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

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94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

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99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way

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that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

106. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(CATHERINE BERRIOS v. MIDEA DEFENDANTS AND CORRELLE)

107. Plaintiff incorporates by reference paragraphs 1 through 106 of the Complaint at Law as if fully set forth herein.

108. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

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109. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

110. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

111. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

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i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

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v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

112. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

113. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the

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community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

116. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

117. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

118. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

119. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA

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DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(CATHERINE BERRIOS v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

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a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish.

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Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(CATHERINE BERRIOS v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach,

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consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about September 10, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

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d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

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143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become

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cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 4 – NEGLIGENCE
(CATHERINE BERRIOS v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff BERRIOS incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should

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have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate

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commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

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160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff BERRIOS will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Adam M. Carlson, Esq. (*pro hac vice* forthcoming)
CASPER, MEADOWS, SCHWARTZ & COOK
2121 N. California Blvd., Suite 1020
Walnut Creek, CA 94596
Direct: (925) 395-2487
Telephone: (925) 947-1147
Facsimile: (925) 947-1131
Email: carlson@cmslaw.com

George E. McLaughlin, Esq. (*pro hac vice* forthcoming)
McLaughlin Law Firm, P.C.
1890 Gaylord St.
Denver, Colorado 80206
(720) 420-9800 (office)
(303) 506-0694 (cell)
gem@mcllf.com

EXHIBIT K

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 10:00 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

LINDSEY RUSSELL, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007973

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, LINDSEY RUSSELL, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model DUO60 6-Quart 7-in-1 Multi-Use (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around December 2019, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model DUO60 6-Quart 7-in-1 Multi-Use.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to September 11, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On September 11, 2022, Plaintiff was preparing soup in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her arm, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(LINDSEY RUSSELL v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(LINDSEY RUSSELL v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(LINDSEY RUSSELL v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about September 11, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(LINDSEY RUSSELL v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Adam M. Carlson, Esq. (*pro hac vice* forthcoming)
CASPER, MEADOWS, SCHWARTZ & COOK
2121 N. California Blvd., Suite 1020
Walnut Creek, CA 94596
Direct: (925) 395-2487
Telephone: (925) 947-1147
Facsimile: (925) 947-1131
Email: carlson@cmslaw.com

EXHIBIT L

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 9:30 AM

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Mariyana T. Spyropoulos
CIRCUIT CLERK
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

MAXINE SPENCER, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007981

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, MAXINE SPENCER, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around 2021, Plaintiff received an Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3 as a gift.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to November 24, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On November 24, 2022, Plaintiff was preparing turkey necks in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to beans, garlic, onion, seasoning, and water, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

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49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her breasts and stomach, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

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54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

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64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no

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one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and

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pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

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88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the

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intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(MAXINE SPENCER v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

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110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

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m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

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b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

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116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(MAXINE SPENCER v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

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b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff

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will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(MAXINE SPENCER v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

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135. On or about November 24, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

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e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it

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appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be

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unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 4 – NEGLIGENCE
(MAXINE SPENCER v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

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e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

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154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

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161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

EXHIBIT M

Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 9:00 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BENJAMIN JOHNSON,

Plaintiff,

vs.

CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD,

Defendants.

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For updated information about your case, including hearings, subsequent filings and other case information, please visit our Online Case Search and search for your case: https://casesearch.cookcountyclerkofcourt.org

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, BENJAMIN JOHNSON, by and through his attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model IP-DUO 60 V3 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around December 2018, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 60 V3.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to December 13, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On December 13, 2022, Plaintiff was preparing soup in his home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as he began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to his stomach, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(BENJAMIN JOHNSON v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(BENJAMIN JOHNSON v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(BENJAMIN JOHNSON v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about December 13, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(BENJAMIN JOHNSON v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Adam M. Carlson, Esq. (*pro hac vice* forthcoming)
CASPER, MEADOWS, SCHWARTZ & COOK
2121 N. California Blvd., Suite 1020
Walnut Creek, CA 94596
Direct: (925) 395-2487
Telephone: (925) 947-1147
Facsimile: (925) 947-1131
Email: carlson@cmslaw.com

EXHIBIT N

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 10:00 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VALLERY CAPUCHINO, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007984

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, VALLERY CAPUCHINO, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model SLCO65000 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. At some point prior to December 28, 2022, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model SLCO65000.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to December 28, 2022, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On December 28, 2022, Plaintiff was preparing a meal in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her lower body, food, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(VALLERY CAPUCHINO v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(VALLERY CAPUCHINO v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(VALLERY CAPUCHINO v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about December 28, 2022, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(VALLERY CAPUCHINO v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

George E. McLaughlin
McLaughlin Law Firm, P.C.
1890 Gaylord St.
Denver, Colorado 80206
(720) 420-9800 (office)
(303) 506-0694 (cell)
gem@mcllf.com

EXHIBIT O

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/21/2025 9:00 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BENJAMIN DOTSON and SAMANTHA GINESIN,	)
Plaintiffs,	)
vs.	)
CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD,	)
Defendants.	)

COMPLAINT AT LAW AND JURY DEMAND

NOW COME the Plaintiffs, BENJAMIN DOTSON and SAMANTHA GINESIN, by and through their attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiffs who were burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Max Pressure Cooker 9 in 1, 6 qt. (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiffs had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiffs' claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiffs' applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiffs sue CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around December 7, 2020, a family member of Plaintiffs purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Max Pressure Cooker 9 in 1, 6 qt.

42. The Instant Pot® purchased by Plaintiffs was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiffs by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiffs was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to January 2, 2023, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On January 2, 2023, Plaintiffs were preparing soup in their home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiffs.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiffs' Instant Pot® finished the cook cycle, they released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiffs reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiffs as they began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff, Dotson, sustained serious, painful, disfiguring, and permanent scalding burn injuries to his stomach, and other injuries and damages as set forth in this Complaint and Plaintiff, Ginesin, sustained serious, painful, disfiguring, and permanent scalding burn injuries to her face, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiffs' injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

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54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

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64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no

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one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and

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pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiffs' incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

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88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the

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intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(BENJAMIN DOTSON and SAMANTHA GINESIN v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiffs incorporate by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiffs without substantial change in the condition.

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110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

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m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

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b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

112. At all times relevant to this complaint, Plaintiffs used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiffs was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiffs was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiffs could not have discovered any defect in the Instant Pot® through the exercise of due care.

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116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiffs did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiffs were caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiffs also suffered great pain and anguish. Plaintiffs were hindered and prevented from his usual and customary duties and affairs. Plaintiffs will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiffs were unable to and will in the future be unable to attend to Plaintiffs' normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiffs pray for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT

(BENJAMIN DOTSON and SAMANTHA GINESIN v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiffs incorporate by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

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121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiffs.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiffs in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

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d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiffs to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiffs used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

127. Plaintiffs could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiffs did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff s were caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiffs also suffered great pain and anguish. Plaintiffs were hindered and prevented from his usual and customary duties and affairs. Plaintiffs will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional

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costs for future medical treatment. Furthermore, Plaintiffs were unable to and will in the future be unable to attend to Plaintiffs' normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiffs pray for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(BENJAMIN DOTSON & SAMANTHA GINESIN v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiffs incorporate by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiffs.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiffs in all fifty states, including the State of Illinois, without substantial change in the condition.

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135. On or about January 2, 2023, Plaintiffs used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiffs.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiffs, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

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e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiffs or the public.

143. At all times relevant to this complaint, Plaintiffs used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it

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appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiffs read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiffs used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

145. Plaintiffs could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiffs did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiffs were caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiffs also suffered great pain and anguish. Plaintiffs were hindered and prevented from his usual and customary duties and affairs. Plaintiffs will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiffs were unable to and will in the future

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be unable to attend to Plaintiffs' normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiffs pray for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 4 – NEGLIGENCE
(BENJAMIN DOTSON and SAMANTHA GINESIN v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiffs incorporate by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiffs include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

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e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiffs, as members of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

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154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiffs' presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiffs and the general public.

159. Plaintiffs used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiffs could not have discovered any defect in the Instant Pot® through the exercise of due care.

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161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

162. Plaintiffs did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiffs were caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiffs also suffered great pain and anguish. Plaintiffs were hindered and prevented from their usual and customary duties and affairs. Plaintiffs will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiffs were unable to and will in the future be unable to attend to Plaintiffs' normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiffs pray for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFFS DEMAND A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiffs

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Adam M. Carlson, Esq. (*pro hac vice* forthcoming)
CASPER, MEADOWS, SCHWARTZ & COOK
2121 N. California Blvd., Suite 1020
Walnut Creek, CA 94596
Direct: (925) 395-2487
Telephone: (925) 947-1147
Facsimile: (925) 947-1131
Email: carlson@cmslaw.com

EXHIBIT P

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 9:30 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

THOMAS CONN,

Plaintiff,

2025L007979

vs.

CORELLE BRANDS ACQUISITION HOLDINGS, INC.
a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC.,
a/k/a WK ACQUISITION HOLDINGS INC.;
CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC,
INSTANT BRANDS, INC., DOUBLE INSIGHT INC.;
MIDEA AMERICA CORPORATION, FOSHAN
SHUNDE MIDEA ELECTRICAL HEATING
APPLIANCES MANUFACTURING CO., LTD.,
GUANGDONG MIDEA CONSUMER ELECTRIC
MANUFACTURING COMPANY, LTD.; ZHEJIANG
TIANXI KITCHEN APPLIANCE CO., LTD.;
MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD.,
and MIDEA GROUP CO. LTD.

Defendants.

COMPLAINT AT LAW AND JURY DEMAND

COMES NOW the Plaintiff, by and through the undersigned, and in support of her cause of action against the Defendants, states:

INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of plaintiff THOMAS CONN ("CONN") who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model IP-LUX60 V3 (hereinafter "Instant Pot®"), which Defendants, designed, manufactured, marketed, sold and distributed.

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2. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

3. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

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4. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied.

5. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendants on account of Plaintiff's "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendants' insurance policy or policies.

6. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC.to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

7. At all times relevant to this complaint, Plaintiff Thomas Conn, was and/or is a resident of Missouri.

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8. At all times relevant to this complaint, CORELLE BRANDS ACQUISITION was and/or is a Delaware Limited Liability Corporation with its principal place of business located in Illinois.

9. Defendant CORELLE BRANDS ACQUISITION is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

10. At all times relevant to this complaint, CORELLE BRANDS was and/or is a Delaware Limited Liability Corporation with its principal place of business located in Illinois.

11. Defendant CORELLE BRANDS is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

12. At all times relevant to this complaint, INSTANT BRANDS, INC. is a Canadian Corporation with its principal place of business located in Illinois.

13. Defendant INSTANT BRANDS, INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State

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in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

14. At all times relevant to this complaint, DOUBLE INSIGHT INC. is a Canadian Corporation with its principal place of business located in Kanata, Ontario, Canada.

15. Defendant DOUBLE INSIGHT INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

16. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

17. Defendant MIDEA US is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. ("MIDEA GROUP") is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused

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injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

20. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. ("FOSHAN") is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

21. Defendant, FOSHAN is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

22. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. ("GUANGDONG") is a Chinese Corporation, with its principal place of business located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

23. Defendant, GUANGDONG is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

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24. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. ("ZHEJIANG") was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

25. Defendant ZHEJIANG is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

26. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. ("SINGAPORE") is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

27. Defendant SINGAPORE is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

28. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, conducted business and derived substantial revenue from within the State of Iowa, including, but not limited to, its business activities related to the Instant Brands® pressure cookers.

29. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, knew that the only way its Instant Brands® pressure cookers

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would reach consumers in Iowa, was through Defendants CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. and their network of nationwide pressure cooker marketing and sales efforts.

30. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Iowa, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Iowa, and including the Instant Brands® pressure cookers that injured Plaintiff, and derived substantial income from doing business in Iowa.

31. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

32. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

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33. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

34. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

35. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORELLE BRANDS ACQUISITION, and/or CORELLE BRANDS, and/or INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. and/or INSTANT BRANDS, LLC, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

COMMON ALLEGATIONS

36. At all times relevant to the issues alleged in this Complaint Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Dallas County, Iowa, either directly or indirectly through third-parties or related entities, the Instant Pot® that is in issue in this lawsuit.

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37. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

38. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE's, brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

39. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE's, motto is: "make yourself at home".

40. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. claims and/or claimed that it "was founded in 2009 by a team of Canadian technology veterans".

41. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. claims and/or claimed that Dr. Robert Wang was its "founder".

42. Dr. Robert Wang claims and/or claimed to be the inventor of the Instant Pot®.

43. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3897207. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. subsequently acquired the registration, with the owner as of the date of this filing listed as INSTANT BRANDS INC.

44. On its website, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. states that "[i]n late 2010, after

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eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

45. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s website states and/or stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

46. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s website also states and/or stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

47. The Instant Pot® brand is and/or at all times material was the property of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

48. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

49. The UL Listing means, in part, that when the Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

50. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. wrote, authored and/or

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adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

51. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

52. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

53. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

54. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

55. On August 3, 2020, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

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56. On December 13, 2017, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

57. On February 23, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

58. On March 7, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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59. On August 17, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

60. On March 17, 2019, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

61. On April 23, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

62. On February 25, 2019, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a

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user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

63. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

64. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, neither MIDEA DEFENDANTS nor CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

65. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. failed to recall any of the Instant Pot® pressure cookers products that had been sold.

66. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

67. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

68. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

69. MIDEA DEFENDANTS and/or CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. warranted

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that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

70. The intended safety feature of the Instant Pot® pressure cooker, that the lid cannot be opened while pressure remained inside the pressure cooker, was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

71. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

72. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

73. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

74. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION,

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CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

75. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

76. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

77. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

78. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents

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were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

79. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

80. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

81. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

82. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that some of the safety devices intended for preventing the lid from being opened when the

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contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

83. On January 7, 2023, Plaintiff THOMAS CONN was preparing food, in Plaintiff THOMAS CONN's home, using the Instant Pot®.

84. Prior to using the Instant Pot®, Plaintiff THOMAS CONN saw videos and ads for the Instant Pot® and read its manual.

85. On January 7, 2023, the Instant Pot® was being used according to its instructions, videos and warnings.

86. The Instant Pot® contained various food ingredients, including but not limited to food, and was filled to a level below the fill line.

87. After Plaintiff THOMAS CONN's Instant Pot® finished the cook cycle, Plaintiff THOMAS CONN released the steam from the pressure cooker until Plaintiff THOMAS CONN observed no more steam coming from the unit.

88. After observing no more steam and relying on the manual instructions, Plaintiff THOMAS CONN began to rotate the lid handle to open the pressure cooker. As the movement to disengage the lid was occurring, the lid blew off, releasing with sudden and great force the steam and pressure that was still contained within the Instant Pot®, and spewing its scalding contents onto Plaintiff THOMAS CONN's breast, abdomen, arm and hand.

89. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, THOMAS CONN sustained serious, painful, disfiguring, and permanent scalding burn injuries to Plaintiff THOMAS CONN's face, arm, and other injuries and damages as set forth in this Complaint.

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COUNT I – STRICT LIABILITY AGIANST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

90. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

91. On or before January 7, 2023, Plaintiff CONN was gifted the Instant Pot® Programmable Electric Pressure Cooker, Model IP-LUX60 V3.

92. The Instant Pot® gifted to Plaintiff CONN was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. The Instant Pot® purchased by Plaintiff CONN was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

93. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff CONN, and before January 7, 2023, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

94. On January 7, 2023, Plaintiff CONN was preparing food in his home, using the Instant Pot®.

95. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff CONN.

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96. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

97. After Plaintiff CONN's Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

98. Relying upon CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.'s warranties and factual representations regarding the Instant Pot®, Plaintiff CONN reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff CONN used the Instant Pot® to prepare food items in a manner intended and directed by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. Despite operating the Pressure Cooker as intended and directed by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff CONN as she began to rotate the lid.

99. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, CONN sustained serious, painful, disfiguring, and permanent scalding burn injuries to arm and face, and other injuries and damages as set forth in this Complaint.

100. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant

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Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

101. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

102. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff CONN without substantial change in the condition.

103. At the time the Instant Pot® left the possession of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

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f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

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t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

104. Had CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

105. At all times relevant to this complaint, Plaintiff CONN used the Instant Pot® for his intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

106. The Instant Pot® purchased by Plaintiff CONN was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was

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down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

107. The Instant Pot® purchased by Plaintiff CONN was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

108. Plaintiff CONN could not have discovered any defect in the Instant Pot® through the exercise of due care.

109. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

110. Plaintiff CONN did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

111. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., the Instant Pot® opened under pressure and Plaintiff CONN was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff CONN also suffered great pain and anguish. Plaintiff CONN was hindered and prevented from her usual and customary duties and

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affairs. Plaintiff CONN will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff CONN was unable to and will in the future be unable to attend to Plaintiff CONN's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff CONN prays for judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

112. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

113. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

114. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.'s negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff CONN include, but is not limited to, the following:

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a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around CORRELLE BRANDS ACQUISITION,

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CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

115. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew or had reason to know that Plaintiff CONN as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

116. Prior to the incident set forth herein, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

117. Alternatively, prior to the incident set forth herein CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

118. Alternatively, prior to the incident set forth herein, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

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119. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff CONN's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

120. Plaintiff CONN used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

121. Plaintiff CONN could not have discovered any defect in the Instant Pot® through the exercise of due care.

122. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

123. Plaintiff CONN did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC..

124. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., the Instant Pot® opened under pressure and Plaintiff CONN was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff CONN also suffered great pain and anguish.

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Plaintiff CONN was hindered and prevented from her usual and customary duties and affairs. Plaintiff CONN will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff CONN was unable to and will in the future be unable to attend to Plaintiff CONN's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff CONN prays for judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT III – BREACH OF EXPRESS WARRANTY AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

125. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

126. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

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127. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

128. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

129. The Pressure Cooker did not conform to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding safety.

130. As a direct and proximate result of Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

131. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

132. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

133. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

134. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

135. As a direct and proximate result of Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of the implied warranty of merchantability, Plaintiff suffered injury including

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severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

136. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

137. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

138. In selling the Pressure Cooker to Plaintiff, Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. , through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to

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use. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., impliedly warranted that the product would be fit for such particular purpose.

139. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

140. As a direct and proximate result of Defendant CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT VI – PRODUCT LIABILITY - FAILURE TO WARN AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

141. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

142. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

143. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

144. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

145. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. , knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

146. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

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147. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VII – PRODUCT LIABILITY - DESIGN DEFECT AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

148. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

149. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

150. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

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151. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

152. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

153. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

154. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT VIII – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

155. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

156. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

157. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

158. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

159. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

160. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

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161. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IX – STRICT LIABILITY AGIANST MIDEA US

162. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

163. On or before January 7, 2023, Plaintiff CONN was gifted the Instant Pot® Programmable Electric Pressure Cooker, Model IP-LUX60 V3.

164. The Instant Pot® gifted to Plaintiff CONN was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by MIDEA US.

165. The Instant Pot® gifted to Plaintiff CONN was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of MIDEA US.

166. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff CONN, and before January 7, 2023, MIDEA US received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

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167. On January 7, 2023, Plaintiff CONN was preparing food in his home, using the Instant Pot®.

168. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff CONN.

169. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

170. After Plaintiff CONN's Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

171. Relying upon MIDEA US's warranties and factual representations regarding the Instant Pot®, Plaintiff CONN reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff CONN used the Instant Pot® to prepare food items in a manner intended and directed by MIDEA US. Despite operating the Pressure Cooker as intended and directed by MIDEA US, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff CONN as she began to rotate the lid.

172. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, CONN sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

173. MIDEA US had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not

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defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

174. MIDEA US did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

175. MIDEA US expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff CONN without substantial change in the condition.

176. At the time the Instant Pot® left the possession of MIDEA US and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

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i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

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v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

177. Had MIDEA US adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

178. At all times relevant to this complaint, Plaintiff CONN used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

179. The Instant Pot® purchased by Plaintiff CONN was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

180. The Instant Pot® purchased by Plaintiff CONN was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float

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valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

181. Plaintiff CONN could not have discovered any defect in the Instant Pot® through the exercise of due care.

182. MIDEA US, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

183. Plaintiff CONN did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers MIDEA US.

184. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA US, the Instant Pot® opened under pressure and Plaintiff CONN was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff CONN also suffered great pain and anguish. Plaintiff CONN was hindered and prevented from her usual and customary duties and affairs. Plaintiff CONN will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff CONN was unable to and will in the future be unable to attend to Plaintiff CONN's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff CONN prays for judgment against Defendant, MIDEA US, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for

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compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT X – NEGLIGENCE AGAINST MIDEA US

185. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

186. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

187. MIDEA US's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff CONN include, but is not limited to, the following:

a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA US knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

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f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA US Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

188. MIDEA US knew or had reason to know that Plaintiff CONN as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

189. Prior to the incident set forth herein, MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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190. Alternatively, prior to the incident set forth herein MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

191. Alternatively, prior to the incident set forth herein, MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

192. MIDEA US knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff CONN's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

193. Plaintiff CONN used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

194. Plaintiff CONN could not have discovered any defect in the Instant Pot® through the exercise of due care.

195. MIDEA US, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

196. Plaintiff CONN did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers MIDEA US.

197. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA US, the Instant Pot® opened under pressure and Plaintiff CONN was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff CONN also suffered great pain and anguish. Plaintiff CONN was

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hindered and prevented from her usual and customary duties and affairs. Plaintiff CONN will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff CONN was unable to and will in the future be unable to attend to Plaintiff CONN's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff CONN prays for judgment against Defendant, MIDEA US, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XI – BREACH OF EXPRESS WARRANTY AGAINST MIDEA US

198. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

199. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

200. Defendant MIDEA US expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

201. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

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202. The Pressure Cooker did not conform to Defendant MIDEA US's affirmations regarding safety.

203. As a direct and proximate result of Defendant MIDEA US's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XII – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST MIDEA US

204. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

205. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

206. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

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207. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

208. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XIII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST MIDEA US

209. 12 Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

210. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

211. In selling the Pressure Cooker to Plaintiff, Defendant MIDEA US, through its agents, servants, employees, and apparent agents, acting within the scope of their employment,

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authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

212. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

213. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XIV – PRODUCT LIABILITY - FAILURE TO WARN AGAINST MIDEA US

214. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

215. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying,

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distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

216. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

217. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

218. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

219. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

220. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XV – PRODUCT LIABILITY - DESIGN DEFECT AGAINST MIDEA US

221. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

222. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

223. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

224. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

225. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

226. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

227. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XVI – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST MIDEA US

228. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

229. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

230. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

231. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

232. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

233. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

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234. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XVII– STRICT LIABILITY AGIANST MIDEA CHINA

235. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

236. On or before January 7, 2023, Plaintiff CONN was gifted the Instant Pot® Programmable Electric Pressure Cooker, Model IP-LUX60 V3.

237. The Instant Pot® gifted to Plaintiff CONN was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by MIDEA CHINA.

238. The Instant Pot® gifted to Plaintiff CONN was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of MIDEA CHINA.

239. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff CONN, and before January 7, 2023, MIDEA CHINA received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

240. On January 7, 2023, Plaintiff CONN was preparing food in his home, using the Instant Pot®.

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241. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff CONN.

242. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

243. After Plaintiff CONN's Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

244. Relying upon MIDEA CHINA's warranties and factual representations regarding the Instant Pot®, Plaintiff CONN reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff CONN used the Instant Pot® to prepare food items in a manner intended and directed by MIDEA CHINA. Despite operating the Pressure Cooker as intended and directed by MIDEA CHINA, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff CONN as she began to rotate the lid.

245. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, CONN sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

246. MIDEA CHINA had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

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247. MIDEA CHINA did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

248. MIDEA CHINA expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff CONN without substantial change in the condition.

249. At the time the Instant Pot® left the possession of MIDEA CHINA and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

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k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

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250. Had MIDEA CHINA adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

251. At all times relevant to this complaint, Plaintiff CONN used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

252. The Instant Pot® purchased by Plaintiff CONN was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

253. The Instant Pot® purchased by Plaintiff CONN was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

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254. Plaintiff CONN could not have discovered any defect in the Instant Pot® through the exercise of due care.

255. MIDEA CHINA, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

256. Plaintiff CONN did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers MIDEA CHINA.

257. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA CHINA, the Instant Pot® opened under pressure and Plaintiff CONN was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff CONN also suffered great pain and anguish. Plaintiff CONN was hindered and prevented from her usual and customary duties and affairs. Plaintiff CONN will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff CONN was unable to and will in the future be unable to attend to Plaintiff CONN's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff CONN prays for judgment against Defendant, MIDEA CHINA, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

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COUNT XVIII – NEGLIGENCE AGAINST MIDEA CHINA

258. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

259. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

260. MIDEA CHINA's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff CONN include, but is not limited to, the following:

a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA CHINA knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA CHINA Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

261. MIDEA CHINA knew or had reason to know that Plaintiff CONN as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

262. Prior to the incident set forth herein, MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

263. Alternatively, prior to the incident set forth herein MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

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264. Alternatively, prior to the incident set forth herein, MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

265. MIDEA CHINA knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff CONN's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

266. Plaintiff CONN used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

267. Plaintiff CONN could not have discovered any defect in the Instant Pot® through the exercise of due care.

268. MIDEA CHINA, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

269. Plaintiff CONN did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers MIDEA CHINA.

270. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA CHINA, the Instant Pot® opened under pressure and Plaintiff CONN was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff CONN also suffered great pain and anguish. Plaintiff CONN was hindered and prevented from her usual and customary duties and affairs. Plaintiff CONN will be in the future caused to endure great pain, suffering and disability and has expended and become

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liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff CONN was unable to and will in the future be unable to attend to Plaintiff CONN's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff CONN prays for judgment against Defendant, MIDEA CHINA, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XIX – BREACH OF EXPRESS WARRANTY AGAINST MIDEA CHINA

271. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

272. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

273. Defendant, MIDEA CHINA, expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

274. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

275. The Pressure Cooker did not conform to Defendant MIDEA CHINA's affirmations regarding safety.

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276. As a direct and proximate result of Defendant MIDEA CHINA's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XX – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST MIDEA CHINA

277. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

278. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

279. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

280. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition

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of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

281. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXI – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST MIDEA CHINA

282. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

283. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

284. In selling the Pressure Cooker to Plaintiff, Defendant MIDEA CHINA, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known

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of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

285. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

286. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXII – PRODUCT LIABILITY - FAILURE TO WARN AGAINST MIDEA CHINA

287. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

288. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

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289. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

290. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

291. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

292. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

293. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XXIII – PRODUCT LIABILITY - DESIGN DEFECT AGAINST MIDEA CHINA

294. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

295. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

296. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

297. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

298. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

299. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

300. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXIV – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST MIDEA CHINA

301. Plaintiff CONN incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

302. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

303. On or about January 7, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

304. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

305. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

306. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

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307. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, THOMAS CONN, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

JURY DEMAND

The above-named Defendants are hereby notified Plaintiff demands a trial by jury on all issues presented in this Petition at Law.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Jason Turchin, Esq, (pro hac vice forthcoming)
Whitney Page, Esq. (pro hac vice forthcoming)
Law Offices of Jason Turchin
2883 Executive Park Drive, Suite 103
Weston, Florida 33331
Ph: (954) 515-5000
Fax: (954) 659-1380
jason@victimaid.com
whitney@victimaid.com

EXHIBIT Q

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Law Division Motion Section Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/21/2025 9:00 AM

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Mariyana T. Spyropoulos
CIRCUIT CLERK
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BLAZE HARMS,

Plaintiff,

vs.

CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD,

Defendants.

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For updated information about your case, including hearings, subsequent filings and other case information, please visit our Online Case Search and search for your case: https://casesearch.cookcountyclerkofcourt.org

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, BLAZE HARMS, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model 80 EPC 7 -in-1 Multi-Cooker (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around November 2021, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model 80 EPC 7-in-1 Multi-Cooker..

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to April 30, 2023, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On April 30, 2023, Plaintiff was preparing soup in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not

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be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her stomach, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(BLAZE HARMS v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(BLAZE HARMS v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(BLAZE HARMS v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about April 30, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(BLAZE HARMS v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Adam M. Carlson, Esq. (*pro hac vice* forthcoming)
CASPER, MEADOWS, SCHWARTZ & COOK
2121 N. California Blvd., Suite 1020
Walnut Creek, CA 94596
Direct: (925) 395-2487
Telephone: (925) 947-1147
Facsimile: (925) 947-1131
Email: carlson@cmslaw.com

EXHIBIT R

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 9:30 AM

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Mariyana T. Spyropoulos
CIRCUIT CLERK
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

MOLLIE WILLIAMS, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	)	2025L007983

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, MOLLIE WILLIAMS, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model DUO60 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around 2016, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model DUO60.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to May 4, 2023, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On May 4, 2023, Plaintiff was preparing chicken in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her arm, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(MOLLIE WILLIAMS v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(MOLLIE WILLIAMS v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – STRICT LIABILITY – FAILURE TO WARN
(MOLLIE WILLIAMS v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about May 4, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(MOLLIE WILLIAMS v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Adam M. Carlson, Esq. (*pro hac vice* forthcoming)
CASPER, MEADOWS, SCHWARTZ & COOK
2121 N. California Blvd., Suite 1020
Walnut Creek, CA 94596
Direct: (925) 395-2487
Telephone: (925) 947-1147
Facsimile: (925) 947-1131
Email: carlson@cmslaw.com

EXHIBIT S

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 10:00 AM

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Mariyana T. Spyropoulos
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

JEFFERY M. BANKS,

Plaintiff,

vs.

CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD,

Defendants.

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For updated information about your case, including hearings, subsequent filings and other case information, please visit our Online Case Search and search for your case: https://casesearch.cookcountyclerkofcourt.org

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, JEFFERY M. BANKS, by and through his attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model IP-DUO 80 V2 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. Sometime before June 13, 2023, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Duo 80, V 2.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to June 13, 2023, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On June 13, 2023, Plaintiff was preparing a meal in his home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, he began to release the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including the process for releasing the pressure before attempting to open the lid, the lid suddenly and without warning exploded from Instant Pot®, its contents erupting from the pot onto him, all of which was captured on a home security camera.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to his neck, chest, arms, stomach, hand, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

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55. MIDEA DEFENDANTS' motto is: "make yourself at home".

56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most

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advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(JEFFERY M. BANKS v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(JEFFERY M. BANKS v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(JEFFERY M. BANKS v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about June 13, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(JEFFERY M. BANKS v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

George E. McLaughlin (*Pro Hac Vice* Forthcoming)
McLaughlin Law Firm, P.C.
1890 Gaylord St.
Denver, Colorado 80206
(720) 420-9800 (office)
(303) 506-0694 (cell)
gem@mcllf.com

EXHIBIT T

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 10:00 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VIRGINIA VILLA-SANDERS, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007982

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, VIRGINIA VILLA-SANDERS, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. In or around December 17, 2021, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to November 19, 2023, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On November 19, 2023, Plaintiff was preparing Pozole in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as she began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her left thigh, right breast, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

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55. MIDEA DEFENDANTS' motto is: "make yourself at home".

56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most

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advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(VIRGINIA VILLA-SANDERS v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(VIRGINIA VILLA-SANDERS v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(VIRGINIA VILLA-SANDERS v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about November 19, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(VIRGINIA VILLA-SANDERS v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

George E. McLaughlin, Esq. (*Pro Hac Vice* forthcoming)
McLaughlin Law Firm, P.C.
1890 Gaylord St.
Denver, Colorado 80206
(720) 420-9800 (office)
(303) 506-0694 (cell)
gem@mcllf.com

EXHIBIT U

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 9:30 AM

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Mariyana T. Spyropoulos
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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ROXANNE LAFLEUR, Plaintiff, vs. CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD, Defendants.	2025L007980

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, ROXANNE LAFLEUR, by and through her attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model IP-DUO 60 V3 (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. Sometime before December 25, 2023, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model IP DUO 60 V3.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to December 25, 2023, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On December 25, 2023, Plaintiff was preparing a meal in her home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, she began to release the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid, suddenly and without warning the lid spontaneously exploded from the pot and the super-heated contents of the Instant Pot® erupted from the pot onto Plaintiff.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest cavity, breasts, stomach, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

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55. MIDEA DEFENDANTS' motto is: "make yourself at home".

56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most

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advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(ROXANNE LAFLEUR v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(ROXANNE LAFLEUR v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(ROXANNE LAFLEUR v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about December 25, 2023, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(ROXANNE LAFLEUR v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from her usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

George E. McLaughlin, Esq. (*pro hac vice* forthcoming)
McLaughlin Law Firm, P.C.
1890 Gaylord St.
Denver, Colorado 80206
(720) 420-9800 (office)
(303) 506-0694 (cell)
gem@mcllf.com

EXHIBIT V

Case 23-90716 Document 1482-2 Filed in TXSB on 06/27/25 Page 2 of 72
Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,D,E,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https://www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/19/2025 10:00 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

CHRISTOPHER FISCHER,

2025L007988

Plaintiff,

vs.

CORELLE BRANDS ACQUISITION HOLDINGS, INC.
a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC.,
a/k/a WK ACQUISITION HOLDINGS INC.;
CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC,
INSTANT BRANDS, INC., DOUBLE INSIGHT INC.;
MIDEA AMERICA CORPORATION, FOSHAN
SHUNDE MIDEA ELECTRICAL HEATING
APPLIANCES MANUFACTURING CO., LTD.,
GUANGDONG MIDEA CONSUMER ELECTRIC
MANUFACTURING COMPANY, LTD.; ZHEJIANG
TIANXI KITCHEN APPLIANCE CO., LTD.;
MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD.,
and MIDEA GROUP CO. LTD.

Defendants.

COMPLAINT AT LAW AND JURY DEMAND

COMES NOW the Plaintiff, by and through the undersigned, and in support of her cause of action against the Defendants, states:

INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of plaintiff CHRISTOPHER FISCHER ("FISCHER") who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model DUO NOVA 60 (hereinafter "Instant Pot®"), which Defendants, designed, manufactured, marketed, sold and distributed.

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2. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

3. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

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4. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied.

5. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiff is complying with this Plan provision because this suit is not asserted against the Defendants on account of Plaintiff's "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiff can recover from the proceeds of the Defendants' insurance policy or policies.

6. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC.to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

7. At all times relevant to this complaint, Plaintiff CHRISTOPHER FISCHER, was and/or is a resident of North Carolina.

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8. At all times relevant to this complaint, CORELLE BRANDS ACQUISITION was and/or is a Delaware Limited Liability Corporation with its principal place of business located in Illinois.

9. Defendant CORELLE BRANDS ACQUISITION is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

10. At all times relevant to this complaint, CORELLE BRANDS was and/or is a Delaware Limited Liability Corporation with its principal place of business located in Illinois.

11. Defendant CORELLE BRANDS is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

12. At all times relevant to this complaint, INSTANT BRANDS, INC. is a Canadian Corporation with its principal place of business located in Illinois.

13. Defendant INSTANT BRANDS, INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State

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in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

14. At all times relevant to this complaint, DOUBLE INSIGHT INC. is a Canadian Corporation with its principal place of business located in Kanata, Ontario, Canada.

15. Defendant DOUBLE INSIGHT INC. is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

16. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

17. Defendant MIDEA US is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. ("MIDEA GROUP") is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused

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injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

20. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. ("FOSHAN") is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

21. Defendant, FOSHAN is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

22. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. ("GUANGDONG") is a Chinese Corporation, with its principal place of business located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

23. Defendant, GUANGDONG is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

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24. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. ("ZHEJIANG") was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

25. Defendant ZHEJIANG is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

26. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. ("SINGAPORE") is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

27. Defendant SINGAPORE is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

28. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, conducted business and derived substantial revenue from within the State of Iowa, including, but not limited to, its business activities related to the Instant Brands® pressure cookers.

29. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, knew that the only way its Instant Brands® pressure cookers

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would reach consumers in Iowa, was through Defendants CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. and their network of nationwide pressure cooker marketing and sales efforts.

30. Defendants MIDEA US, MIDEA GROUP, FOSHAN, GUANGDONG, ZHEJIANG, and SINGAPORE, were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Iowa, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Iowa, and including the Instant Brands® pressure cookers that injured Plaintiff, and derived substantial income from doing business in Iowa.

31. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

32. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

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33. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

34. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

35. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORELLE BRANDS ACQUISITION, and/or CORELLE BRANDS, and/or INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. and/or INSTANT BRANDS, LLC, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

COMMON ALLEGATIONS

36. At all times relevant to the issues alleged in this Complaint Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, and/or CORRELLE BRANDS ACQUISITION and/or CORELLE BRANDS and/or INSTANT BRANDS, INC. and/or DOUBLE INSIGHT INC., were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Dallas County, Iowa, either directly or indirectly through third-parties or related entities, the Instant Pot® that is in issue in this lawsuit.

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37. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE, market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

38. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE's, brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

39. Defendants MIDEA US, and/or MIDEA GROUP, and/or FOSHAN, and/or GUANGDONG, and/or ZHEJIANG, and/or SINGAPORE's, motto is: "make yourself at home".

40. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. claims and/or claimed that it "was founded in 2009 by a team of Canadian technology veterans".

41. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. claims and/or claimed that Dr. Robert Wang was its "founder".

42. Dr. Robert Wang claims and/or claimed to be the inventor of the Instant Pot®.

43. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3897207. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. subsequently acquired the registration, with the owner as of the date of this filing listed as INSTANT BRANDS INC.

44. On its website, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. states that "[i]n late 2010, after

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eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

45. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s website states and/or stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

46. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s website also states and/or stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

47. The Instant Pot® brand is and/or at all times material was the property of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

48. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

49. The UL Listing means, in part, that when the Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

50. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. wrote, authored and/or

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adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

51. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

52. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

53. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

54. MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

55. On August 3, 2020, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

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56. On December 13, 2017, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

57. On February 23, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

58. On March 7, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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59. On August 17, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

60. On March 17, 2019, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

61. On April 23, 2018, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

62. On February 25, 2019, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. received notice from a

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user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

63. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

64. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, neither MIDEA DEFENDANTS nor CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

65. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. failed to recall any of the Instant Pot® pressure cookers products that had been sold.

66. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

67. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

68. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

69. MIDEA DEFENDANTS and/or CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. warranted

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that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

70. The intended safety feature of the Instant Pot® pressure cooker, that the lid cannot be opened while pressure remained inside the pressure cooker, was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

71. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

72. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

73. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

74. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION,

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CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

75. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

76. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

77. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

78. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents

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were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

79. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

80. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

81. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

82. Prior to selling the Instant Pot® pressure cooker in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. had received notice that some of the safety devices intended for preventing the lid from being opened when the

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contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

83. On January 15, 2024, Plaintiff CHRISTOPHER FISCHER was preparing food, in Plaintiff CHRISTOPHER FISCHER's home, using the Instant Pot®.

84. Prior to using the Instant Pot®, Plaintiff CHRISTOPHER FISCHER saw videos and ads for the Instant Pot® and read its manual.

85. On January 15, 2024, the Instant Pot® was being used according to its instructions, videos and warnings.

86. The Instant Pot® contained various food ingredients, including but not limited to food, and was filled to a level below the fill line.

87. After Plaintiff CHRISTOPHER FISCHER's Instant Pot® finished the cook cycle, Plaintiff CHRISTOPHER FISCHER released the steam from the pressure cooker until Plaintiff CHRISTOPHER FISCHER observed no more steam coming from the unit.

88. After observing no more steam and relying on the manual instructions, Plaintiff CHRISTOPHER FISCHER began to rotate the lid handle to open the pressure cooker. As the movement to disengage the lid was occurring, the lid blew off, releasing with sudden and great force the steam and pressure that was still contained within the Instant Pot®, and spewing its scalding contents onto Plaintiff CHRISTOPHER FISCHER's breast, abdomen, arm and hand.

89. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, CHRISTOPHER FISCHER sustained serious, painful, disfiguring, and permanent scalding burn injuries to Plaintiff CHRISTOPHER FISCHER's abdomen, and other injuries and damages as set forth in this Complaint.

COUNT I – STRICT LIABILITY AGIANST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

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90. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

91. On or before January 15, 2024, Plaintiff FISCHER purchased the Instant Pot® Programmable Electric Pressure Cooker, Model DUO NOVA 60.

92. The Instant Pot® purchased by Plaintiff FISCHER was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. The Instant Pot® purchased by Plaintiff FISCHER was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

93. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff FISCHER, and before January 15, 2024, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

94. On January 15, 2024, Plaintiff FISCHER was preparing food in his home, using the Instant Pot®.

95. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff FISCHER.

96. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

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97. After Plaintiff FISCHER's Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

98. Relying upon CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.'s warranties and factual representations regarding the Instant Pot®, Plaintiff FISCHER reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff FISCHER used the Instant Pot® to prepare food items in a manner intended and directed by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. Despite operating the Pressure Cooker as intended and directed by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff FISCHER as she began to rotate the lid.

99. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, FISCHER sustained serious, painful, disfiguring, and permanent scalding burn injuries to his abdomen, and other injuries and damages as set forth in this Complaint.

100. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

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101. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

102. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff FISCHER without substantial change in the condition.

103. At the time the Instant Pot® left the possession of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

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g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would

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have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

104. Had CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

105. At all times relevant to this complaint, Plaintiff FISCHER used the Instant Pot® for his intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

106. The Instant Pot® purchased by Plaintiff FISCHER was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

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107. The Instant Pot® purchased by Plaintiff FISCHER was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

108. Plaintiff FISCHER could not have discovered any defect in the Instant Pot® through the exercise of due care.

109. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

110. Plaintiff FISCHER did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

111. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., the Instant Pot® opened under pressure and Plaintiff FISCHER was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff FISCHER also suffered great pain and anguish. Plaintiff FISCHER was hindered and prevented from her usual and customary duties and affairs. Plaintiff FISCHER will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services

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while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff FISCHER was unable to and will in the future be unable to attend to Plaintiff FISCHER's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff FISCHER prays for judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

112. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

113. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

114. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.'s negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff FISCHER include, but is not limited to, the following:

a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

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b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. Pressure Cookers and/or substantially similar products;

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m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

115. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew or had reason to know that Plaintiff FISCHER as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

116. Prior to the incident set forth herein, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

117. Alternatively, prior to the incident set forth herein CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

118. Alternatively, prior to the incident set forth herein, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

119. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. knew or reasonably should have known of

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the danger associated with the manner and circumstances of Plaintiff FISCHER's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

120. Plaintiff FISCHER used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

121. Plaintiff FISCHER could not have discovered any defect in the Instant Pot® through the exercise of due care.

122. CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

123. Plaintiff FISCHER did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC..

124. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., the Instant Pot® opened under pressure and Plaintiff FISCHER was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff FISCHER also suffered great pain and anguish. Plaintiff FISCHER was hindered and prevented from her usual and customary duties and affairs. Plaintiff FISCHER will be in the future caused to endure great pain, suffering and disability

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and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff FISCHER was unable to and will in the future be unable to attend to Plaintiff FISCHER's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff FISCHER prays for judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT III – BREACH OF EXPRESS WARRANTY AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

125. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

126. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

127. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

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128. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

129. The Pressure Cooker did not conform to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding safety.

130. As a direct and proximate result of Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

131. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

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132. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

133. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

134. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

135. As a direct and proximate result of Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

136. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

137. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

138. In selling the Pressure Cooker to Plaintiff, Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. , through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., impliedly warranted that the product would be fit for such particular purpose.

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139. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

140. As a direct and proximate result of Defendant CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.'s breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VI – PRODUCT LIABILITY - FAILURE TO WARN AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC.

141. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

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142. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

143. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

144. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

145. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC. , knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

146. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

147. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and

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medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VII – PRODUCT LIABILITY - DESIGN DEFECT AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

148. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

149. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

150. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

151. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

152. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., knew or should have known similar

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products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

153. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

154. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VIII – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC.

155. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

156. At all times relevant, it was the duty of CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., AND/OR DOUBLE INSIGHT INC. to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing,

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promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

157. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

158. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

159. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

160. Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT BRANDS, INC., and/or DOUBLE INSIGHT INC., had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

161. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, CORRELLE BRANDS ACQUISITION, CORELLE BRANDS, INSTANT

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BRANDS, INC., AND/OR DOUBLE INSIGHT INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IX – STRICT LIABILITY AGIANST MIDEA US

162. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

163. On or before January 15, 2024, Plaintiff FISCHER purchased the Instant Pot® Programmable Electric Pressure Cooker, Model DUO NOVA 60.

164. The Instant Pot® purchased by Plaintiff FISCHER was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by MIDEA US.

165. The Instant Pot® purchased by Plaintiff FISCHER was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of MIDEA US.

166. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff FISCHER, and before January 15, 2024, MIDEA US received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

167. On January 15, 2024, Plaintiff FISCHER was preparing food in his home, using the Instant Pot®.

168. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff FISCHER.

169. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

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170. After Plaintiff FISCHER's Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

171. Relying upon MIDEA US's warranties and factual representations regarding the Instant Pot®, Plaintiff FISCHER reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff FISCHER used the Instant Pot® to prepare food items in a manner intended and directed by MIDEA US. Despite operating the Pressure Cooker as intended and directed by MIDEA US, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff FISCHER as she began to rotate the lid.

172. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, FISCHER sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

173. MIDEA US had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

174. MIDEA US did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

175. MIDEA US expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff FISCHER without substantial change in the condition.

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176. At the time the Instant Pot® left the possession of MIDEA US and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

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n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

177. Had MIDEA US adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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178. At all times relevant to this complaint, Plaintiff FISCHER used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

179. The Instant Pot® purchased by Plaintiff FISCHER was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

180. The Instant Pot® purchased by Plaintiff FISCHER was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

181. Plaintiff FISCHER could not have discovered any defect in the Instant Pot® through the exercise of due care.

182. MIDEA US, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

183. Plaintiff FISCHER did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers MIDEA US.

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184. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA US, the Instant Pot® opened under pressure and Plaintiff FISCHER was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff FISCHER also suffered great pain and anguish. Plaintiff FISCHER was hindered and prevented from her usual and customary duties and affairs. Plaintiff FISCHER will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff FISCHER was unable to and will in the future be unable to attend to Plaintiff FISCHER's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff FISCHER prays for judgment against Defendant, MIDEA US, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT X – NEGLIGENCE AGAINST MIDEA US

185. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

186. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

187. MIDEA US's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff FISCHER include, but is not limited to, the following:

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a) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA US knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA US Pressure Cookers and/or substantially similar products;

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m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

188. MIDEA US knew or had reason to know that Plaintiff FISCHER as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

189. Prior to the incident set forth herein, MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

190. Alternatively, prior to the incident set forth herein MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

191. Alternatively, prior to the incident set forth herein, MIDEA US were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

192. MIDEA US knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff FISCHER's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

193. Plaintiff FISCHER used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

194. Plaintiff FISCHER could not have discovered any defect in the Instant Pot® through the exercise of due care.

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195. MIDEA US, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

196. Plaintiff FISCHER did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers MIDEA US.

197. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA US, the Instant Pot® opened under pressure and Plaintiff FISCHER was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff FISCHER also suffered great pain and anguish. Plaintiff FISCHER was hindered and prevented from her usual and customary duties and affairs. Plaintiff FISCHER will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff FISCHER was unable to and will in the future be unable to attend to Plaintiff FISCHER's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff FISCHER prays for judgment against Defendant, MIDEA US, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XI – BREACH OF EXPRESS WARRANTY AGAINST MIDEA US

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198. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

199. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

200. Defendant MIDEA US expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

201. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

202. The Pressure Cooker did not conform to Defendant MIDEA US's affirmations regarding safety.

203. As a direct and proximate result of Defendant MIDEA US's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XII – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST MIDEA US

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204. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

205. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

206. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

207. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

208. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XIII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST MIDEA US

209. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

210. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

211. In selling the Pressure Cooker to Plaintiff, Defendant MIDEA US, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

212. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

213. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XIV – PRODUCT LIABILITY - FAILURE TO WARN AGAINST MIDEA US

214. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

215. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

216. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

217. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

218. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

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219. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

220. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XV – PRODUCT LIABILITY - DESIGN DEFECT AGAINST MIDEA US

221. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

222. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

223. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

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224. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

225. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

226. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

227. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XVI – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST MIDEA US

228. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

229. At all times relevant, it was the duty of MIDEA US to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying,

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distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

230. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

231. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

232. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

233. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

234. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA US, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XVII– STRICT LIABILITY AGIANST MIDEA CHINA

235. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

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236. On or before January 15, 2024, Plaintiff FISCHER purchased the Instant Pot® Programmable Electric Pressure Cooker, Model DUO NOVA 60.

237. The Instant Pot® purchased by Plaintiff FISCHER was designed, manufactured, imported, promoted, marketed, distributed and/or otherwise sold to Plaintiff by MIDEA CHINA.

238. The Instant Pot® purchased by Plaintiff FISCHER was designed, manufactured, exported, distributed and/or otherwise sold pursuant to the specifications of, and at the request and direction of MIDEA CHINA.

239. As other models of Instant Pot® pressure cookers use the same lid locking assembly as the Viva products, it is believed that after the date of sale to Plaintiff FISCHER, and before January 15, 2024, MIDEA CHINA received notice from other users of other models of Instant Pot® products that the lid of the product opened when under pressure.

240. On January 15, 2024, Plaintiff FISCHER was preparing food in his home, using the Instant Pot®.

241. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff FISCHER.

242. The Instant Pot® contained various food ingredients, and was filled to a level below the fill line.

243. After Plaintiff FISCHER's Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

244. Relying upon MIDEA CHINA's warranties and factual representations regarding the Instant Pot®, Plaintiff FISCHER reasonably believed the Instant Pot® was incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Accordingly, Plaintiff FISCHER used the Instant Pot®

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to prepare food items in a manner intended and directed by MIDEA CHINA. Despite operating the Pressure Cooker as intended and directed by MIDEA CHINA, including manually releasing the pressure before attempting to open the lid, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff FISCHER as she began to rotate the lid.

245. As a direct and proximate cause of the sudden release of pressure, and discharge of the scalding contents of the Instant Pot®, FISCHER sustained serious, painful, disfiguring, and permanent scalding burn injuries to her chest, arms, abdomen, and other injuries and damages as set forth in this Complaint.

246. MIDEA CHINA had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and/or sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and/or sold.

247. MIDEA CHINA did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiff.

248. MIDEA CHINA expected the Instant Pot® they were designing, manufacturing, filling, testing, labeling, marketing, promoting, supplying, distributing and/or selling to reach, and it did in fact reach, consumers, including the Plaintiff FISCHER without substantial change in the condition.

249. At the time the Instant Pot® left the possession of MIDEA CHINA and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

b) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

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c) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

d) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

e) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

f) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

g) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

h) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

i) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

j) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

k) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

l) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

n) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

o) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

p) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

q) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

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r) Defendant failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

s) Defendant failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

t) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

u) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

v) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

250. Had MIDEA CHINA adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

d) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

251. At all times relevant to this complaint, Plaintiff FISCHER used the Instant Pot® for her intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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252. The Instant Pot® purchased by Plaintiff FISCHER was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

253. The Instant Pot® purchased by Plaintiff FISCHER was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

254. Plaintiff FISCHER could not have discovered any defect in the Instant Pot® through the exercise of due care.

255. MIDEA CHINA, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers of kitchen products are held to the level of knowledge of an expert in their field.

256. Plaintiff FISCHER did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and/or sellers MIDEA CHINA.

257. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA CHINA, the Instant Pot® opened under pressure and Plaintiff FISCHER was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff FISCHER also suffered great pain and anguish.

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Plaintiff FISCHER was hindered and prevented from her usual and customary duties and affairs. Plaintiff FISCHER will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff FISCHER was unable to and will in the future be unable to attend to Plaintiff FISCHER's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff FISCHER prays for judgment against Defendant, MIDEA CHINA, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XVIII – NEGLIGENCE AGAINST MIDEA CHINA

258. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

259. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

260. MIDEA CHINA's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff FISCHER include, but is not limited to, the following:

o) Negligently failed to appropriately inform users of the dangers associated with the Pressure Cooker;

p) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

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q) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

r) After receiving post-marketing incident reports and/or testing data, MIDEA CHINA knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

s) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

t) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

u) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

v) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

w) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

x) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

y) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

z) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA CHINA Pressure Cookers and/or substantially similar products;

aa) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

bb) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

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261. MIDEA CHINA knew or had reason to know that Plaintiff FISCHER as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

262. Prior to the incident set forth herein, MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

263. Alternatively, prior to the incident set forth herein MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

264. Alternatively, prior to the incident set forth herein, MIDEA CHINA were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

265. MIDEA CHINA knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff FISCHER's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

266. Plaintiff FISCHER used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

267. Plaintiff FISCHER could not have discovered any defect in the Instant Pot® through the exercise of due care.

268. MIDEA CHINA, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and/or sellers of home appliances are held to the level of knowledge of an expert in their field.

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269. Plaintiff FISCHER did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and/or sellers MIDEA CHINA.

270. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA CHINA, the Instant Pot® opened under pressure and Plaintiff FISCHER was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff FISCHER also suffered great pain and anguish. Plaintiff FISCHER was hindered and prevented from her usual and customary duties and affairs. Plaintiff FISCHER will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff FISCHER was unable to and will in the future be unable to attend to Plaintiff FISCHER's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff FISCHER prays for judgment against Defendant, MIDEA CHINA, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, for compensatory damages, court costs, interests and such other and additional relief as this Court may deem appropriate.

COUNT XIX – BREACH OF EXPRESS WARRANTY AGAINST MIDEA CHINA

271. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

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272. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

273. Defendant, MIDEA CHINA, expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

274. Defendant's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

275. The Pressure Cooker did not conform to Defendant MIDEA CHINA's affirmations regarding safety.

276. As a direct and proximate result of Defendant MIDEA CHINA's breach of express warranties, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XX – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST MIDEA CHINA

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277. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

278. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

279. Defendant impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

280. Defendant breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

281. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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COUNT XXI – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST MIDEA CHINA

282. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

283. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

284. In selling the Pressure Cooker to Plaintiff, Defendant MIDEA CHINA, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

285. Defendant breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant 's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

286. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

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WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXII – PRODUCT LIABILITY - FAILURE TO WARN AGAINST MIDEA CHINA

287. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

288. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

289. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

290. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

291. Defendant knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

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292. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

293. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXIII – PRODUCT LIABILITY - DESIGN DEFECT AGAINST MIDEA CHINA

294. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

295. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

296. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

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297. Upon information and belief, the Pressure Cooker was defectively designed and was not safe to be used for the purposes intended, to make a coffee and was unreasonably dangerous when it left the possession of the Defendant.

298. Defendant knew or should have known similar products designed by Defendant are the same, and they all have a design feature that is in itself defective and dangerous.

299. Defendant, had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

300. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XXIV – PRODUCT LIABILITY - MANUFACTURING DEFECT AGAINST MIDEA CHINA

301. Plaintiff FISCHER incorporates by reference paragraphs 1 through 89 of the Complaint at Law as if fully set forth herein.

302. At all times relevant, it was the duty of MIDEA CHINA to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying,

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distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

303. On or about January 15, 2024, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

304. Upon information and belief, the Pressure Cooker was manufactured in a defective manner and was not safe to be used for the purposes intended, to make coffee and was unreasonably dangerous to consumers, including Plaintiff.

305. Defendant knew or should have known of the dangerous nature of the Pressure Cooker when Defendant placed the Pressure Cooker into the stream of commerce.

306. Defendant had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

307. As a direct and proximate result of the foregoing, Plaintiff suffered injury including severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, CHRISTOPHER FISCHER, demands judgment against Defendant, MIDEA CHINA, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

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JURY DEMAND

The above-named Defendants are hereby notified Plaintiff demands a trial by jury on all issues presented in this Petition at Law.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

Jason Turchin, Esq, (pro hac vice forthcoming)
Whitney Page, Esq. (pro hac vice forthcoming)
Law Offices of Jason Turchin
2883 Executive Park Drive, Suite 103
Weston, Florida 33331
Ph: (954) 515-5000
Fax: (954) 659-1380
jason@victimaid.com
whitney@victimaid.com

EXHIBIT W

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Law Division Motion Section: Initial Case Management Dates for CALENDARS (A,B,C,D,E,F,H,R,X,Z) will be heard in Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 8/20/2025 9:30 AM

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IN THE CIRCUIT COURT OF COOK COUNTY, STATE OF ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ROBERT MCDANIEL,

Plaintiff,

vs.

CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY; MIDEA AMERICA CORPORATION; FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD.; GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD,

Defendants.

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For updated information about your case, including hearings, subsequent and other case information, please visit our Online Case Search and search for your case: https://casesearch.cookcountyclerkofcourt.org

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, ROBERT MCDANIEL, by and through his attorneys, MEYERS & FLOWERS, LLC., complaining against Defendants, CORELLE BRANDS ACQUISITION HOLDINGS f/k/a INSTANT BRANDS ACQUISITION HOLDINGS f/k/a CORELLE BRANDS LLC f/k/a INSTANT BRANDS, INC. f/k/a DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY ("CORELLE"); MIDEA AMERICA CORPORATION, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO., LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING COMPANY, LTD.; ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD.; and MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE, LTD. (collectively referred to herein as "DEFENDANTS") and alleges:

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INTRODUCTION

1. This products liability lawsuit seeks compensatory damages on behalf of Plaintiff who was burned and severely injured by an Instant Pot® Programmable Electric Pressure Cooker, Model 80 EPC (hereinafter "Instant Pot®"), which DEFENDANTS, designed, manufactured, marketed, sold and distributed.

2. Prior to the filing of this Complaint, Plaintiff had not commenced any proceeding alleging harm as a result of, or relating to, a defective design, manufacturing defect, or warnings or labeling defect.

3. On June 12, 2023, Instant Brands Acquisition Holdings Inc. filed a voluntary petition under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas commencing the case numbered 23-90716, which included CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC..

4. On February 23, 2024, the Bankruptcy Court entered an order confirming the Defendant's Chapter 11 plan of reorganization. The Plan became effective on February 27, 2024. Exhibit A to the Order, Article VII, section L states the following:

> Nothing herein (including Articles XI.B and XI.G) shall preclude Holders of Product Liability Claims from (1) naming a Reorganized Debtor as a nominal Defendants in an action brought in respect of a Product Liability Claim, thereby allowing, and solely to the extent required to enable, the named Reorganized Debtor to tender the applicable Product Liability Claim to the applicable Third-Party Indemnitor under all available and applicable Third-Party Indemnifications (as set forth in Article II.D), if any, as will be adjudicated by the Bankruptcy Court in connection with Confirmation unless otherwise consensually settled or resolved, or (2) otherwise pursuing their Claims against Insurers under all available and applicable Insurance Contracts; provided, that none of the Reorganized Debtors shall have any obligation

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> to participate or assist in any action brought in pursuit of any Product Liability Claims or have any liability with respect to any Product Liability Claims. For the avoidance of doubt, all liabilities of the Debtors, the Debtors' Estates, or the Reorganized Debtors for any Product Liability Claims shall be discharged on the Effective Date in accordance with the Plan. To ease the burdens on the Reorganized Debtors, all Holders of Product Liability Claims may use any discovery previously taken in connection with any previous Product Liability Claim against the Debtors, and both the Debtors and the Reorganized Debtors waive any prior protective orders to the extent necessary to effectuate this paragraph (however, any prior confidentiality designations are expressly preserved and shall remain in effect). To the extent that a Product Liability Claim is not satisfied by an Insurer or Third-Party Indemnitor, the Holder will be permitted to assert such Excess Product Liability Claim as a General Unsecured Claim (subject to prior compliance with the Bar Date Order). The Distribution Agent, the Litigation Trustee, or any Holder of a Product Liability Claim may seek estimation of any expected Excess Product Liability Claim, including for purposes of establishing an appropriate reserve in connection with any distributions from the Litigation Trust.

5. Plaintiff's claims as set forth herein are not "Product Liability Claims" as defined by the Bankruptcy Plan as Plaintiffs had not commenced or brought any claim prior to the Effective Date that arose prior to November 8, 2023.

6. Plan Art. XI,B.(3) provides that "all Persons and Entities shall be precluded from asserting against the [Defendant, . . . any other Claims or Interests based upon any documents, instruments, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date." Plaintiffs are complying with this Plan provision because this suit is not asserted against the Defendant on account of Plaintiffs' "Claim or Interest" but rather is brought as a procedural necessity only to ensure that Plaintiffs can recover from the proceeds of the Defendant's insurance policy.

7. This action is being initiated now in this Court solely to ensure satisfaction of the Plaintiff's applicable statute of limitation but remains subject to the above cited Order in the Bankruptcy Case, and thus this action should be stayed until the conditions in paragraph 31(a) of such Order are satisfied or a lift stay order is entered by the Bankruptcy Court.

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8. Plaintiff sues CORELLE BRANDS ACQUISITION HOLDINGS, INC. a/k/a INSTANT BRANDS ACQUISITION HOLDINGS, INC. a/k/a WK ACQUISITION HOLDINGS INC., ("CORRELLE BRANDS ACQUISITION") CORELLE BRANDS LLC f/k/a INSTANT BRANDS, LLC ("CORELLE BRANDS"), INSTANT BRANDS, INC., and DOUBLE INSIGHT INC. as nominal defendants in order to enable CORELLE to tender any and all claims to any and all applicable indemnitors, insurance carriers, excess insurance carriers and/or other entities responsible for handling, providing coverage or defending the claims as alleged herein.

THE PARTIES

9. CORELLE BRANDS ACQUISITION HOLDINGS and all predecessor entities, including, but not limited to, INSTANT BRANDS ACQUISITION HOLDINGS, CORELLE BRANDS LLC, INSTANT BRANDS, INC. and DOUBLE INSIGHT INC., d/b/a INSTANT POT COMPANY will collectively be referred to herein as "CORELLE".

10. At all times relevant to this complaint, CORELLE was a Delaware Limited Liability Corporation with its principal place of business located in Cook County at 9525 West Bryn Mawr Avenue, Suite 300, Rosemont, Illinois 60018. As such CORELLE is a citizen of the state of Illinois.

11. At all times relevant to this complaint, CORELLE was registered to do business in the State of Illinois. Its agent for service is CT CORPORATION SYSTEM located at 208 S. LaSalle Street, Suite 814, Chicago, Illinois 60604.

12. CORELLE acquired or merged with Instant Brands Inc. in 2019.

13. CORELLE acquired and/or assumed the assets, obligations and legal liabilities of INSTANT BRANDS INC. including the Instant Pot® pressure cookers that are the subject of this lawsuit.

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14. At all times relevant to this complaint, CORELLE operated, conducted, engaged in, and/or carried on business and business ventures within the State of Illinois; caused injury to persons or property arising out of an act or omission it committed in the State of Illinois; manufactured, processed, imported to and serviced products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois.

15. Defendant, MIDEA AMERICA CORPORATION ("MIDEA US") is a New Jersey Corporation with its principal place of business located at 300 Kimball Drive, Suite 201, Parsippany, NJ 0704.

16. At all times relevant to this complaint, Defendant MIDEA US was registered to do business in the State of Illinois. Its agent for service is ILLINOIS CORPORATION SERVICE COMPANY located at 801 Adlai Stevenson Drive, Springfield, IL 62703-4261.

17. Defendant MIDEA US is subject to the jurisdiction of the Court because it operates, conducts, engages in, or carries on business and/or business ventures within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

18. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is a Chinese Corporation, with its principal place of business located at Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

19. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or

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materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

20. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is not registered with the office of the Illinois Secretary of State to do business in the State of Illinois.

21. Defendant, MIDEA GROUP / MIDEA GROUP CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

22. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is a subsidiary of Midea Group Co., Ltd., China, Midea New Headquarter Building No. 6 Midea Avenue, Shunde District, Foshan, Guangdong 528311 China.

23. Defendant, FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

24. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is a Chinese Corporation, with its principal place of business

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located in Beijiao Shunde Foshan, Guangdong 528311 China, and as such is deemed to be a citizen of the country of China.

25. Defendant, GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

26. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. was and is a Chinese limited liability company with its principal place of business at No. 8, Shanyan Road, Huzhen Town, Jinyun County, Lishui City, Zhejiang Province, China.

27. Defendant ZHEJIANG TIANXI KITCHEN APPLIANCE CO., LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

28. That at all time material hereto, Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is a Singaporean company with its principal place of business at 158 Cecil Street #07-01/02, Singapore 069545.

29. Defendant MIDEA ELECTRIC TRADING 2 (SINGAPORE) CO. PTE LTD. is subject to the jurisdiction of the Court because it operated, conducts, engages in, or carries on a business or business venture within the State of Illinois; manufactures, processes or services

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products or materials which are used within the State of Illinois in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within the State of Illinois from which it derives substantial revenues.

30. Defendants, MIDEA GROUP / MIDEA GROUP CO. LTD., GUANGDONG MIDEA CONSUMER ELECTRIC MANUFACTURING CO LTD., FOSHAN SHUNDE MIDEA ELECTRICAL HEATING APPLIANCES MANUFACTURING CO. LTD., ZHEJIANG TIANXI KITCHEN APPLIANCE CO., MIDEA ELECTRIC TRADING 2 (Singapore) Co. Pte Ltd. will be collectively referred to herein as MIDEA CHINA.

31. MIDEA US and MIDEA CHINA will be collectively referred to herein as "MIDEA DEFENDANTS".

32. MIDEA DEFENDANTS purposefully directed its activities to Illinois through making a significant number of direct Instant Brands® pressure cooker sales to and with CORELLE in Illinois.

33. MIDEA DEFENDANTS purposefully directed its activities to Illinois and the claims made herein arose out of and/or relate to MIDEA DEFENDANTS' contacts with the forum state, including but not limited to the business relationship it maintained with CORELLE, an Illinois business, contracting with CORELLE in Illinois to facilitate the sale, distribution, delivery and to make available for use and sale Instant Brands® pressure cookers in and to Illinois.

34. MIDEA DEFENDANTS conducted business and derived substantial revenue from within the State of Illinois, including, but not limited to, its business activities with CORELLE related to the Instant Brands® pressure cookers. MIDEA DEEFENDANTS knew that the only way its Instant Brands® pressure cookers would reach consumers in Illinois, was through CORELLE and its network of nationwide pressure cooker marketing and sales efforts.

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35. MIDEA DEFENDANTS were engaged in the business of researching, developing, designing, setting specifications for, licensing, manufacturing, preparing, assembling, processing, selling, distributing, marketing, and/or introducing into interstate commerce and into the State of Illinois, either directly or indirectly through third parties or related entities, the Instant Brands® pressure cookers to be used by consumers throughout the United States, including Illinois, and including the Instant Brands® pressure cookers that injured Plaintiffs, and derived substantial income from doing business in Illinois.

36. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, manufactured the Instant Pot® pressure cookers that are the subject of this lawsuit.

37. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, imported the Instant Pot® pressure cookers that are the subject of this lawsuit.

38. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, distributed the Instant Pot® pressure cookers that are the subject of this lawsuit.

39. MIDEA and CORELLE, themselves or through third-parties acting at their request, sold the Instant Pot® pressure cookers that are the subject of this lawsuit.

40. MIDEA DEFENDANTS and CORELLE, themselves or through third-parties acting at their request, advertised, marketed and promoted the Instant Pot® pressure cookers that are the subject of this lawsuit.

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COMMON ALLEGATIONS

41. Sometime before January 28, 2024, Plaintiff purchased the Instant Pot® Programmable Electric Pressure Cooker, Model 80 EPC.

42. The Instant Pot® purchased by Plaintiff was designed, manufactured, imported, promoted, marketed, distributed and sold to Plaintiff by MIDEA DEFENDANTS and CORELLE, indirectly through third-parties acting on their behalf.

43. The Instant Pot® purchased by Plaintiff was designed, manufactured, exported, distributed and sold pursuant to the specifications of, and at the request and direction of MIDEA DEFENDANTS and CORELLE.

44. Prior to January 28, 2024, MIDEA DEFENDANTS and CORELLE received notice from other users of Instant Pot® products with the same lid locking and safety features that the lid of the product opened when pressure still remained in the appliance.

45. On January 28, 2024, Plaintiff was preparing cabbage in his home, using the Instant Pot®.

46. At the above said time and place the Instant Pot® was being used according to the directions and instructions that had accompanied the product at the time of its sale and delivery to Plaintiff.

47. The Instant Pot® contained various food ingredients, including but not limited to various food ingredients, and was filled to a level below the fill line.

48. After Plaintiff Instant Pot® finished the cook cycle, he released the steam and pressure from the appliance.

49. Relying upon MIDEA DEFENDANTS and CORELLE's warranties and factual representations regarding the Instant Pot®, Plaintiff reasonably believed the Instant Pot® was

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incapable of pressurizing without its lid being placed in a locked position and that the lid could not be removed if pressure remained inside the product. Despite operating the Pressure Cooker as intended and directed by MIDEA DEFENDANTS and CORELLE, including releasing the pressure before attempting to open the lid and not observing any steam or pressure being expelled from the pressure cooker, the heated contents of the Instant Pot® suddenly and without warning exploded onto Plaintiff as he began to rotate the lid.

50. As a direct and proximate cause of the sudden expulsion of the scalding contents from the Instant Pot®, Plaintiff sustained serious, painful, disfiguring, and permanent scalding burn injuries to his abdomen, and other injuries and damages as set forth in this Complaint.

51. The proximate cause of Plaintiff's injuries was the defective pressure cooker design, labeling/instructions/marketing and Defendants' negligence resulted in a pressure cooker that, during reasonably anticipated use, allows the lid to open or be opened while sufficient pressure remains in the pot to cause the scalding hot contents to spray out and cause serious injury.

52. At all times relevant to the issues alleged in this Complaint, MIDEA DEFENDANTS and CORELLE were engaged in the business of designing, manufacturing, importing, marketing, distributing and/or selling, including in Cook County, Illinois, either directly or indirectly through third-parties or related entities, the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit.

53. MIDEA DEFENDANTS market themselves as companies offering one of the most comprehensive ranges in the home appliance industry.

54. MIDEA DEFENDANTS' brand promise is "to provide surprisingly-friendly solutions for the ones who treasure those tiny moments at home".

55. MIDEA DEFENDANTS' motto is: "make yourself at home".

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56. MIDEA DEFENDANTS contracted to do business in Illinois with CORELLE, including the manufacture, sale and distribution of Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, an Illinois business.

57. MIDEA DEFENDANTS manufactured, sold, distributed and shipped the Instant Pot® Programmable Electric Pressure Cookers that are at issue in this lawsuit to CORELLE, including its former Illinois headquarters in Rosemont (Cook County) and its current Illinois headquarters in DuPage County.

58. CORELLE claims that it "was founded in 2009 by a team of Canadian technology veterans".

59. CORELLE claims that Dr. Robert Wang was its "founder".

60. Dr. Robert Wang claims to be the inventor of the Instant Pot®.

61. On or about March 9, 2010, the Word Mark "Instant Pot®" was registered with the United States Patent and Trademark Office listing Double Insight Inc. Corporation Canada as the Owner (Registrant), Registration Number 3887207. CORELLE subsequently acquired this registration.

62. On its website, CORELLE stated that "[i]n late 2010, after eighteen grueling months of research, design and development they introduced the Instant Pot® CSG Multi-Use Programmable Pressure Cooker."

63. CORELLE's website stated that "[e]ach subsequent Instant Pot® product introduction has raised the bar on functionality, user-friendliness and safety."

64. CORELLE's website also stated that "[i]n 2012 the company launched the Instant Pot® Lux 6-in-1 Multi-Use Programmable Pressure Cooker, 6 quart – which was the most advanced pressure cooker available on the market at the time. The Lux 6-in-1 quickly became the

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category best seller on Amazon, leading the company to introduce the Lux 6-in-1, 5-quart version of the product, and later the Instant Pot® Duo 7-in-1 Multi-Use Programmable Pressure Cooker."

65. The Instant Pot® brand is the property of CORELLE.

66. An Underwriters Laboratories listing was issued for the Instant Pot® Programmable Electric Pressure Cooker, Model Viva Black SS 60 Instant Pot®.

67. The UL Listing means, in part, that when the Model Viva Black SS 60 Instant Pot® product is under pressure the cover (lid) should not be able to be opened by applying a force of 100 pounds (445 N), with the force to be applied gradually.

68. MIDEA DEFENDANTS and CORELLE wrote, authored and/or adopted the English language information that appears on the labeling and packaging of the Instant Pot®.

69. MIDEA DEFENDANTS and CORELLE wrote, authored, adopted and/or approved the English language information that appears in the User Manual for the Instant Pot® that is in issue in this lawsuit.

70. MIDEA DEFENDANTS and CORELLE had a duty to do quality assurance inspection, sampling, and testing prior to releasing Instant Pot® products for shipment and distribution.

71. MIDEA DEFENDANTS and CORELLE chose not to do quality assurance inspection, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

72. MIDEA DEFENDANTS and CORELLE were negligent in failing to do quality assurance inspections, sampling, or testing prior to releasing Instant Pot® products for shipment and distribution.

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73. On August 3, 2020, CORELLE received notice from a user of an Instant Pot® Viva, "INSTANT POT EXPLODED WITH A STEAM LEAK. WAS STANDING BESIDE IT. IT BURNED ME. COULD HAVE BEEN VERY SEVERE IF MY ARM WAS CLOSER. ALL PRESSURE WAS RELEASED AT ONCE. LID SEAL FAILED."

74. On December 13, 2017, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was making cherry compote in my IP using this recipe https://www.pressurecookingtoday.com/pressure-cooker-cherry-compote/ right before my IP came to pressure a lot of steam came out of the pressure float. After it came to pressure everything was working as usual. 2 minutes [sic] into the cook time it exploded. Steam and cherry juice went EVERYWHERE."

75. On February 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, Serial Number 170580.178215, "We were cooking noodles, sausage, peppers and 4 cups of chicken broth. It was on the manual setting, 10 mins, and we had released a significant amount of steam. It was displaying L004 when he opened the lid, which came off easily. (Ie, it had been 4 Minutes of steam releasing). When the lid was removed, food and liquid shot out about 1-2 feet in 360 degrees. He was standing about a foot away. His burns were 1st and 2nd degree."

76. On March 7, 2018, CORELLE received notice from a user of an Instant Pot® Duo 80, "I was using my instant pot to make broth. I have done this before and never had an issue. I put a whole chicken in the pot and covered it with water. I turned the pot on and left the kitchen. A while later I heard a loud bang and one of my kids screaming the pot exploded. Thankfully no one was in the kitchen when this happened my daughter walked in after. The Lid [sic] was still on the pot, but the entire kitchen was covered in hot broth. If my children or myself had been in there we would have been seriously burnt."

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77. On August 17, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "Every time I have used it, it makes a high pitch sound while pressurizing. Last night I had it cooking and it made a very loud explosion sound and the lid popped off."

78. On March 17, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "[B]efore the time was up for pressure cooking the pressure release valve shot off and started spewing steaming hot liquid all over my kitchen! My young nieces and nephew had to be hurried out to avoid being burned! I suffered some first degree burns on my arm. I had to place a towel over it so it would stop spraying hot liquids all over!"

79. On April 23, 2018, CORELLE received notice from a user of an Instant Pot® Duo SV 60, "I boiled some oxtail bones on the side for 10 mins then rinsed them clean and added them to the instant pot, added a charred onion and charred ginger, 2 tablespoons of sugar, 4 tablespoons of fish sauce and filled water to just below the MAX line. I put the lid on and set the pressure cooker to 1hr at high pressure with the seal/vent knob on 'sealing'. After the instant pot timer went off, indicating it was ready, I unplugged the device and I turned the knob onto 'venting' and allowed the system to depressurize for about 30 mins. There was little/no steam coming out. So I opened the lid, out floods the extremely hot fluids. The hot fluid flooded out all over the place and some was in contact with my stomach and I have been severely burned."

80. On February 25, 2019, CORELLE received notice from a user of an Instant Pot® Duo SV 60, Serial Number 180980.49543, "When I opened the instant pot the hot boiling and pressurized soup inside burst out and burn [sic] my belly. I believe that the float valve failed and signaled early clearance for opening the instant pot."

81. Prior to Plaintiff's incident, CORELLE received notice and was aware of hundreds of reported incidents where their Instant Pot® pressure cookers opened or were able to be opened

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with pressure inside resulting in the expulsion of scalding hot contents causing injuries and property damage.

82. Upon information and belief, MIDEA DEFENDANTS were aware of the aforementioned incidents.

83. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiffs' explosion incidents, neither MIDEA DEFENDANTS nor CORELLE ever warned that the Instant Pot® pressure cookers had been reported to have been or were capable of opening with pressure still inside the unit pressure.

84. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incident, MIDEA DEFENDANTS and CORELLE failed to recall any of the Instant Pot®

85. The Instant Pot® pressure cookers were designed so that the lid should be incapable of opening or being opened while the contents of the pot were under pressure.

86. The Instant Pot® pressure cookers were manufactured so that the lid should be incapable of opening or being opened if there is pressure inside the pressure cooker.

87. The intended safety feature of the Instant Pot® pressure cookers that the lid should be incapable of opening or being opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

88. The Instant Pot® pressure cookers were manufactured so that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

89. The intended safety feature of the Instant Pot® pressure cookers that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position was not

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adequately tested in design and development of the product to ensure that it was effective during the conditions of reasonably expected use.

90. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the lid cannot be opened while pressure remained inside the pressure cooker.

91. MIDEA DEFENDANTS and CORELLE warranted that the Instant Pot® had safety features such that the unit should not be capable of pressurizing if the lid is not on and in the fully locked/closed position.

92. The intended safety feature of the Instant Pot® pressure cooker that the lid cannot be opened while pressure remained inside the pressure cooker was not adequately tested in design and development of the product to ensure that it was failsafe under the conditions of reasonably expected use.

93. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

94. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the unit was capable of pressurizing when the lid was not on completely or not in the fully locked/closed position.

95. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared to the consumer that the contents were

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not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

96. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

97. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

98. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was defectively designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

99. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

100. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of

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the Instant Pot® products that had been sold, the lid could be opened while still under pressure, causing scalding hot contents to erupt from the pot when opened.

101. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, it appeared that the contents were not under pressure, when in fact they were, causing scalding hot contents to erupt from the pot when the lid was opened.

102. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that in some of the Instant Pot® products that had been sold, the Instant Pot® was manufactured in such a way that it could be opened when under pressure, causing scalding hot contents to erupt from the pot when the lid was opened.

103. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the statement in the Instant Pot® User Manual, "As a safety feature, until the float valve drops down, the lid is locked and cannot be opened," was not true.

104. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that the intended safety features for preventing the lid from being opened when the contents were under pressure was inadequately designed, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

105. Prior to selling the Instant Pot® pressure cookers in question and before Plaintiff's explosion incidents, MIDEA DEFENDANTS and CORELLE had received notice that some of the

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safety devices intended for preventing the lid from being opened when the contents were under pressure were defectively manufactured, causing scalding hot contents to erupt from the pot when the lid was opened by consumers, and causing injury.

COUNT 1 – STRICT LIABILITY
(ROBERT MCDANIEL v. MIDEA DEFENDANTS AND CORRELLE)

106. Plaintiff incorporates by reference paragraphs 1 through 105 of the Complaint at Law as if fully set forth herein.

107. MIDEA DEFENDANTS and CORELLE had a duty to place into the stream of commerce, design, manufacture, test, fill, label, distribute, market, promote, and sell the Instant Pot® and products that are not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

108. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, test, fill, label, market, promote, supply, distribute and/or sell Instant Pot® to consumers, including the Plaintiffs.

109. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they were designing, manufacturing, testing, labeling, marketing, promoting, supplying, importing, distributing and selling to reach, and it did in fact reach, consumers, including the Plaintiff without substantial change in the condition.

110. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time the Instant Pot® entered the stream of commerce, the Instant Pot® was in a defective, unsafe and unreasonably dangerous condition. These defects include but are not limited to the following:

a) The Pressure Cooker was designed and manufactured in a manner that allows the lid to be opened when the unit has pressure inside;

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b) The Pressure Cooker was designed and manufactured in manner that allows the unit to pressurize when the lid is in a position other than fully closed;

c) The Pressure Cooker's locking-lug design fails to prevent the locking pin (and therefore the lid) from rotating when the unit has pressure inside;

d) The Pressure Cooker fails to incorporate adequately designed locking lugs to prevent the lid from rotating when the unit has pressure inside;

e) The Pressure Cooker's lid-locking mechanism fails to have the strength and rigidity necessary to prevent the lid from opening when it has pressure inside;

f) The alloy used in the Pressure Cooker's lid-locking mechanism does not have the necessary strength and rigidity to prevent the lid from opening when it has pressure inside;

g) The Pressure Cooker's locking pin alloy reduces the frictional forces exerted by it when engaged;

h) The Pressure Cooker's locking mechanism has too much play in it which allows the lid to be rotated when the unit has pressure inside;

i) The Pressure Cooker's user must risk being burned in order to look observe the float valve's positioning;

j) The Pressure Cooker's float valve positioning and location make it difficult for the user to ascertain whether the lid is depressurized;

k) The Pressure Cooker fails to incorporate appropriate safety features that prevent the lid from opening when it has pressure inside;

l) The Pressure Cooker's float valve positioning and location make it such that a user could accidentally press it resulting in the lid opening while pressure remains in the unit;

m) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of the Pressure Cooker opening when it has pressure inside;

n) The Pressure Cooker's warnings and Owner's Manual failed to provide warnings or instructions concerning the risk of opening when it has pressure inside, that the Pressure Cooker could in fact open when it has pressure inside and risk serious injuries to users;

o) The Pressure Cooker's label contains vague, misleading, and confusing statements and instructions about the product which differ from those in the Owner's Manual;

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p) The Pressure Cooker's Owner's Manual falsely states that the lid will not open if there is pressure inside the unit;

q) The Pressure Cooker's marketing and videos falsely state that its lid will not open if there is pressure inside;

r) The Pressure Cooker's packaging contains misleading and confusing depictions of the product which conflict with instructions in the Owner's Manual;

s) Defendants failed to provide an adequate warning or instruction to users of the Pressure Cooker about how to safely use the Pressure Cooker when they experience difficulty opening the lid;

t) Defendants failed to provide adequate warning or instructions for users to definitively and safely determine whether pressure remained in the Pressure Cooker after a cooking cycle and releasing the steam;

u) At the time it left the control of the manufacturer, in the state of technical and scientific knowledge, reasonable and safer alternatives designs were available with respect to pot design and/or locking mechanisms and the alternative designs would have prevented the explosion and injuries in this case without substantially impairing the usefulness or the intended purposes of the product;

v) The Pressure Cooker's warnings and Owner's Manual failed to provide adequate warnings concerning the risk of explosion, the lid being capable of opening when pressure remains in the unit during ordinary use and causing burn injuries; and

w) The Pressure Cooker was otherwise defective, unsafe and unreasonably dangerous.

111. Had MIDEA DEFENDANTS and CORELLE adequately tested the Instant Pot®, they would have discovered:

a) The lid could be opened when the Instant Pot® was still under pressure;

b) The safety devices were inadequate to prevent the lid from being opened when the Instant Pot® was still pressurized;

c) The unit could pressurize when the lid is not on completely or in a position other than the fully-closed position;

d) The safety devices of the Instant Pot®, at times, would indicate that there was no pressure in the Instant Pot®, when in fact there was pressure in the pot; and

e) That when the lid of the Instant Pot® was opened under pressure, steam and the contents would erupt from the pot and could cause severe, scalding injuries to the consumer opening the Instant Pot®, and anyone near the Instant Pot®.

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112. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose and cleaned and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

113. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was designed in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

114. The Instant Pot® purchased by Plaintiff was unsafe to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the Instant Pot® was manufactured in such a way that the ordinary consumer would not contemplate that the lid could be opened when the float valve was down, and the contents were still under pressure, causing scalding hot contents of the Instant Pot® to erupt from the pot when the lid was opened.

115. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

116. MIDEA DEFENDANTS and CORELLE, as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of kitchen products are held to the level of knowledge of an expert in their field.

117. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

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118. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

119. WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

COUNT 2 – STRICT LIABILITY – NON-SPECIFIC DEFECT
(ROBERT MCDANIEL v. MIDEA DEFENDANTS AND CORRELLE)

120. Plaintiff incorporates by reference paragraphs 1 through 119 of the Complaint at Law as if fully set forth herein.

121. Pursuant to 735 ILCS 5/2-613(b), Count 2 is being pleaded in the alternative to Count 1.

122. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

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123. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

124. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

125. At the time the Instant Pot® left the possession of MIDEA DEFENDANTS and CORELLE and the time Instant Pot® entered the stream of commerce, the Instant Pot® was in an unsafe, unreasonably dangerous and defective condition. These defects include but are not limited to the following:

a) In the lid opening or being capable of being opened while pressurized, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

b) The Instant Pot® design and/or manufacture allows the lid to open and be opened when the unit is pressurized;

c) In the unit being able to pressurize when the lid is in a position other than the fully closed locked position, the Instant Pot® failed to perform in the manner reasonably to be expected in light of its nature and intended function;

d) The Instant Pot® failed to perform in a manner reasonably expected in light of its nature and intended function, and subjected Plaintiff to an unreasonable risk of harm beyond that contemplated by an ordinary person; and/or

e) The Instant Pot® otherwise possessed a condition which made it unreasonably dangerous for its intended and foreseeable use.

126. At all times relevant to this complaint, Plaintiff used the Instant Pot® for its intended purpose, and cleaned, maintained and stored it appropriately. There was no other reasonable cause of the Instant Pot's® failure to properly perform other than the Instant Pot® product being defective.

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127. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

128. MIDEA DEFENDANTS and CORELLE as designers, manufacturers, assemblers, marketers, promoters, suppliers, distributors and sellers of the Instant Pot® are held to the level of knowledge of an expert in their field.

129. Plaintiff did not have substantially the same knowledge as the designers, manufacturers, assemblers, testers, labelers, marketers, promotors, suppliers, distributors and/or sellers: MIDEA and CORELLE.

130. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 3 – STRICT LIABILITY – FAILURE TO WARN
(ROBERT MCDANIEL v. MIDEA DEFENDANTS AND CORRELLE)

131. Plaintiff incorporates by reference paragraphs 1 through 130 of the Complaint at Law as if fully set forth herein.

132. MIDEA DEFENDANTS and CORELLE had a duty to design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® that was not defective, unsafe and unreasonably dangerous when put to the use for which it was designed, manufactured, labeled, distributed, marketed, and sold.

133. MIDEA DEFENDANTS and CORELLE did in fact design, manufacture, assemble, test, market, promote, supply, distribute, sell and place into the stream of commerce the Instant Pot® for Plaintiff.

134. MIDEA DEFENDANTS and CORELLE expected the Instant Pot® they was designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing, selling and/or placing into the stream of commerce to reach, and it did in fact reach, consumers including Plaintiff in all fifty states, including the State of Illinois, without substantial change in the condition.

135. On or about January 28, 2024 Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

136. The Pressure Cooker failed to have adequate and proper warnings, instructions and marketing resulting in a product that was not safe to be used for the purposes intended, defective and/or was inherently and/or unreasonably dangerous.

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137. MIDEA DEFENDANTS and CORELLE knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

138. MIDEA DEFENDANTS and CORELLE had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

139. At the time the Pressure Cooker left the possession of MIDEA DEFENDANTS and CORELLE, the Pressure Cooker was defective, unsafe and unreasonably dangerous due to providing inadequate and inaccurate product warnings. These defects include but are not limited to the following:

a) They failed to adequately inform users of the risks associated with using the Pressure Cooker;

b) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized;

c) They failed to adequately inform users that the Pressure Cooker lid could open or be opened while the unit was pressurized causing the forcible expulsion of scalding hot contents out in all directions;

d) They failed to adequately inform users that the Pressure Cooker could pressurize when the lid was not on completely or in the fully closed, locked position presenting risk of danger and harm to users;

e) They failed to define "do not force" and/or inform users of objective ways in which users are to know no pressure remains inside the Pressure Cooker such that it is safe to open;

f) They failed to adequately inform users inform users of the information necessary to understand and know how to safety use the Pressure Cooker and know when the lid can safely be removed;

g) They failed to adequately inform users the dangers and risks, including the existence of safety-related incidents with their Pressure Cookers and the frequency or rate of injury associated with the Pressure Cooker's design;

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h) They failed to adequately inform users of the Pressure Cooker about its lid locking mechanism being weaker, less effective and more prone to opening or being opened causing injuries compared to alternative designs;

i) They failed to adequately inform users of the Pressure Cooker about its redesign of the lid locking mechanism to make it more safe; and

j) They failed to adequately inform users of other incidents happening with the Pressure Cooker opening or being opened while pressurized causing serious injuries.

140. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers forcibly expelling contents and causing burn injuries in foreseeable use and cooking environments where alternative pressure cooker designs would not.

141. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of incidents involving burn injuries from Pressure Cookers forcibly expelling contents in foreseeable use and cooking environments where alternative pressure cooker designs would not.

142. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Pressure Cookers opening and being opened while pressurized and reports of injury incidents involving its Pressure Cookers, yet did not disclose the information to Plaintiff of the public.

143. At all times relevant to this complaint, Plaintiff used the Pressure Cooker for its intended purpose, i.e. pressure cooking, placed it in appropriate locations and stored it appropriately. There was no other reasonable cause of the Pressure Cooker's failure to properly perform other than the Pressure Cooker being unsafe, unreasonably dangerous and defective.

144. Plaintiff read the warnings, precautions, instructions and labeling on the Pressure Cooker. Plaintiff used and stored it according to MIDEA DEFENDANTS and CORELLE's instructions, consistent with his understanding of the label information as well as based on his personal experience using and storing kitchen appliances.

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145. Plaintiff could not have discovered any defect or the dangers associated with the Pressure Cooker through the exercise of due care.

146. Had adequate, appropriate and accurate warnings been provided, the incident and injuries would have been avoided.

147. MIDEA DEFENDANTS and CORELLE are held to the level of knowledge of an expert in their field.

148. Plaintiff did not have substantially the same knowledge regarding the dangers of the Pressure Cooker as MIDEA DEFENDANTS and CORELLE.

149. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and have expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against Defendants, CORELLE and the MIDEA DEFENDANTS and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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COUNT 4 – NEGLIGENCE
(ROBERT MCDANIEL v. MIDEA DEFENDANTS AND CORRELLE)

150. Plaintiff incorporates by reference paragraphs 1 through 149 of the Complaint at Law as if fully set forth herein.

151. At all times relevant, it was the duty of MIDEA DEFENDANTS and CORELLE to exercise due care in designing, manufacturing, assembling, testing, labeling, marketing, promoting, supplying, distributing and/or selling Instant Pot's® such that they would be reasonably safe for their intended use.

152. MIDEA DEFENDANTS' and CORELLE's negligence in the design, manufacture, testing, assembly, labeling, marketing, promotion, supplying, distribution and/or sale of the Instant Pot® to Plaintiff include, but is not limited to, the following:

a) Failed to appropriately inform users of the dangers associated with the Pressure Cooker;

b) Misrepresented material facts regarding the Pressure Cooker's safety and fitness for use at home by consumers when in fact they are not safe for use at home by consumers;

c) Misrepresented material facts regarding the Pressure Cooker's safety by withholding information regarding adverse events and information about incidents of explosions, the lid opening while pressurized and injuries caused by the Pressure Cookers;

d) After receiving post-marketing incident reports and/or testing data, MIDEA DEFENDANTS and CORELLE knew, or in the exercise of reasonable care, should have known that there was a significant risk of the Pressure Cooker exploding or the lid opening while pressurized during normal and foreseeable uses and failed to communicate or warn users of this information;

e) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses causing serious injuries in light of the fact that the Pressure Cooker would be used in kitchens and in close proximity to consumers;

f) Failed to provide adequate warnings concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries;

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g) Failed to provide adequate warnings concerning the appropriate methods of opening the Pressure Cooker and how to identify signs the Pressure Cooker is pressurized even when there is no steam being released from the unit;

h) Failed to provide warnings or instructions concerning the risk of explosion or the lid opening while pressurized during normal and foreseeable uses, and risk of burn injuries, in light of incident reports that some people had experienced such things while using the Pressure Cooker;

i) Failed to provide adequate instructions to persons cooking with and around their Pressure Cooker;

j) Failed to provide adequate instructions concerning safe and/or safer methods of cooking with and around the Pressure Cooker;

k) Failed to conduct adequate testing on the Pressure Cooker to determine if the lid-locking mechanisms adequately prevented the lid from opening while the unit is pressurized;

l) Failed to monitor and analyze what post-marketing reports observed with regard to individuals working with and around MIDEA DEFENDANTS and CORELLE Pressure Cookers and/or substantially similar products;

m) Designed, manufactured, marketed, promoted, advertised, sold and distributed a Pressure Cooker which was not designed and/or manufactured with a lid to remain in place while the unit is pressurized;

n) Was otherwise negligent in the design, manufacture, marketing, advertisement, promotion, sale and distribution of the Pressure Cooker.

153. MIDEA DEFENDANTS and CORELLE knew or had reason to know that Plaintiff, as a member of the general public for whose use the Instant Pot® was placed into interstate commerce, would be likely to use or be around the Instant Pot® in a manner described in this Complaint.

154. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized which resulted in personal injuries.

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155. Prior to the incident set forth herein MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when this does not comply with the product's design or manufacturing specifications and tolerances.

156. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® lids opening or being opened while the units were pressurized when other pressure cooker designs were not experiencing the same complications.

157. Prior to the incident set forth herein, MIDEA DEFENDANTS and CORELLE were aware of Instant Pot® pressure cookers pressurizing when the lid was not fully closed or in a position other than the fully locked, closed position when other pressure cooker designs were not experiencing the same complications

158. MIDEA DEFENDANTS and CORELLE knew or reasonably should have known of the danger associated with the manner and circumstances of Plaintiff's presence in the vicinity of and/or foreseeable use of the Instant Pot®, which danger would not be obvious to Plaintiff and the general public.

159. Plaintiff used the Instant Pot® for its intended purpose and stored and cleaned it appropriately; there was no other reasonable cause of the Instant Pot® failure to properly perform other than the Instant Pot® product being defective.

160. Plaintiff could not have discovered any defect in the Instant Pot® through the exercise of due care.

161. MIDEA DEFENDANTS and CORELLE, as designers, manufacturers, testers, assemblers, labelers, marketers, promoters, suppliers, distributors and sellers of home appliances are held to the level of knowledge of an expert in their field.

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162. Plaintiff did not have substantially the same knowledge regarding the dangers of the Instant Pot® as the designers, manufacturers, assemblers, testers, labelers, marketers, promoters, suppliers, distributors and sellers: MIDEA DEFENDANTS and CORELLE.

163. As a direct and proximate cause of one or more of the foregoing wrongful acts or omissions by MIDEA DEFENDANTS and CORELLE, the Instant Pot® opened under pressure and Plaintiff was caused to suffer and sustain injuries of a permanent nature including, but not limited to, burns, scarring, and disfigurement. Plaintiff also suffered great pain and anguish. Plaintiff was hindered and prevented from his usual and customary duties and affairs. Plaintiff will be in the future caused to endure great pain, suffering and disability and has expended and become liable for substantial sums of medical care and services while endeavoring to become cured and healed of said injuries and will continue to expend and become liable for additional costs for future medical treatment. Furthermore, Plaintiff was unable to and will in the future be unable to attend to Plaintiff's normal affairs and duties for an indefinite period of time.

WHEREFORE, Plaintiff prays for judgment against CORELLE and the MIDEA DEFENDANTS, and/or the applicable insurance, in a sum in excess of jurisdictional limits of this Court, together with interests and costs of this action.

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JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

MEYERS & FLOWERS, LLC.

By: /s/ Frank V. Cesarone
One of the Attorneys for Plaintiff

Frank V. Cesarone, Esq. *(Firm No. 56079)*
Meyers & Flowers, LLC
225 West Wacker Drive, Suite 1515
Chicago, Illinois 60606
PH: (630) 232-6333
FAX: (630) 845-8982
fvc@meyers-flowers.com

George E. McLaughlin, Esq. (*Pro Hac Vice* forthcoming)
McLaughlin Law Firm, P.C.
1890 Gaylord St.
Denver, Colorado 80206
(720) 420-9800 (office)
(303) 506-0694 (cell)
gem@mcllf.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CORELLE BRANDS ACQUISITION HOLDINGS LLC, et al.,[1]	)	Case No. 23-90716 (MI)
Reorganized Debtors.	)	(Jointly Administered)
	)	Re: Docket No. ___

ORDER ENFORCING CONFIRMATION ORDER AND PLAN

Upon the motion (the "**Motion**")[2] of Corelle Brands Acquisition Holdings LLC and its affiliates (collectively, the "**Reorganized Debtors**") that are Reorganized Debtors in the Chapter 11 Cases for entry of an order, pursuant to sections 105, 524, 1141 and 1142 of the Bankruptcy Code, enforcing he Confirmation Order and Plan; and the Court having jurisdiction to consider the Motion, the relief requested therein, and the relief granted herein pursuant to 28 U.S.C. § 1334(b); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related

[1] The reorganized debtors in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or registration numbers in the applicable jurisdictions, are as follows: Corelle Brands (Texas) Inc. (2526); Corelle Brands Acquisition Holdings LLC (9089); Corelle Brands Acquisition Intermediate Holdings Inc. (3303); Corelle Brands Holdings Inc. (3318); Corelle Brands (Charleroi) LLC (7347); Corelle Brands LLC (0566); Corelle Brands (Corning) LLC (8085); Corelle Brands (Latin America) LLC (8862); EKCO Group, LLC (7167); EKCO Housewares, Inc. (0216); EKCO Manufacturing of Ohio, Inc. (7300); Corelle Brands (Canada) Inc. (5817); Instant Brands (Canada) Holding Inc. (4481); Instant Brands Inc. (8272); and Corelle Brands (GHC) LLC (9722). The address of the reorganized debtors' corporate headquarters is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

proceedings being proper in this district pursuant to 28 U.S.C. § 1409(a); and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion (the "**Hearing**"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. Frank A. Cesarone and Meyers & Flowers, LLC must dismiss the Cesarone Lawsuits without prejudice no later than 7 days after this Order is entered.

2. Frank A. Cesarone and Meyers & Flowers, LLC are permanently enjoined from commencing or continuing any action, or otherwise acting to assert, prosecute, pursue or litigate any claim against any Reorganized Debtors that the Plan or Confirmation discharged.

3. Frank A. Cesarone and Meyers & Flowers, LLC are enjoined from commencing or continuing any action, or otherwise acting to assert, prosecute, pursue or litigate any Product Liability Claims against any Reorganized Debtors as permitted in Section VII.L of the Plan until the injunction contained in paragraph 31(a)(ii) of the Confirmation Order is no longer in effect.

4. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

5. The Reorganized are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

6. The Court retains exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of the Plan and Confirmation Order, including this Order.

Dated: _____, 2025
Houston, Texas

_____
MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE