

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
DETROIT DIVISION**

LASHEONE GREEN,
an individual,

Plaintiff,

v.

CASE NO.:

**PLAINTIFF DEMANDS
TRIAL BY JURY**

FARBERWARE LICENSING COMPANY,
LLC d/b/a FARBERWARE COOKWARE, a
Massachusetts Corporation,

Defendant.

COMPLAINT

Plaintiff, **LASHEONE GREEN** (hereafter referred to as “Plaintiff”), by and through her undersigned counsel, **JOHNSON BECKER, PLLC** and **SOMMERS SCHWARTZ. P.C.**, hereby submits the following \ Complaint and Demand for Jury Trial against Defendant **FARBERWARE LICENSING COMPANY, LLC d/b/a FARBERWARE COOKWARE** (hereafter referred to as “Defendant Farberware”), and alleges the following upon personal knowledge and belief, and investigation of counsel:

NATURE OF THE CASE

1. Defendant Farberware designs, manufactures, markets, imports, distributes and sells consumer kitchen products, including the subject “Farberware 7-in-1 Programmable

Pressure Cooker,” which specifically includes the Model Number WM-CSS6004W (referred to hereafter as “pressure cooker(s)”) that is at issue in this case.

2. Defendant Farberware boasts that its pressure cookers have “large locking lid to prevents the cooker from opening while pressurized,”¹ which purport to keep the user safe while cooking.

3. Despite Defendant’s claims, it designed, manufactured, marketed, imported, distributed and sold, both directly and through third-party retailers, a product that suffers from serious and dangerous defects. Said defects cause significant risk of bodily harm and injury to its consumers.

4. Specifically, said defects manifest themselves when, despite Defendant’s statements, the lid of the pressure cooker is removable with built-up pressure, heat and steam still inside the unit. When the lid is removed under such circumstances, the pressure trapped within the unit causes the scalding hot contents to be projected from the unit and into the surrounding area, including onto the unsuspecting consumers, their families and other bystanders. The Plaintiff in this case was able to remove the lid while the pressure cooker retained pressure, causing her serious and substantial bodily injuries and damages including, but not limited to, first and second degree burns to her abdomen, breasts and lower extremities.

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

¹See <https://www.walmart.com/ip/Farberware-Programmable-Digital-Pressure-Cooker-6-Quart/46543314> (last accessed January 13, 2022)

6. On or about January 19, 2019, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the pressure cooker's lid suddenly and unexpectedly exploding off the pressure cooker's pot during the normal, directed use of the pressure cooker, allowing its scalding hot contents to be forcefully ejected from the pressure cooker and onto Plaintiff.

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

PLAINTIFF LASHEONE GREEN

8. Plaintiff is a resident and citizen of the city of Detroit, County of Wayne, State of Michigan.

9. On or about January 19, 2019, Plaintiff suffered serious and substantial burn injuries as the direct and proximate result of the pressure cooker's lid being able to be rotated and opened while the pressure cooker was still under pressure, during the normal, directed use of the pressure cooker, allowing its scalding hot contents to be forcefully ejected from the pressure cooker and onto Plaintiff. The incident occurred as a result of the failure of the pressure cooker's supposed "mechanical safety feature," which purports to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as the result of Defendant's failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

DEFENDANT MEYER CORPORATION d/b/a FARBERWARE COOKWARE

10. Defendant Farberware designs, manufactures, markets, imports, distributes and sells a variety of consumer kitchen products including pressure cookers, juicers, coffee makers, and air-fryers, amongst others.

11. Defendant Farberware is a Massachusetts Limited Liability Company acquired by the Meyer Corporation, and incorporated in the State of California, and has a principal place of business located at 300 1st Avenue, Needham, MA 02494. At the time of Plaintiff's injuries on November 17, 2020, the Meyer Corporation was the sole shareholder of Defendant Farberware, and was organized under the laws of the State of California with a registered service address at 2001 Meyer Way, Fairfield, California, 94533.

JURISDICTION AND VENUE

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

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

FACTUAL BACKGROUND

14. Defendant Farberware is engaged in the business of designing, manufacturing, warranting, marketing, importing, distributing and selling the pressure cookers at issue in this litigation.

15. Defendant Farberware warrants, markets, advertises and sell its pressure cookers as a means "to take the guesswork out of some of the most common cooking tasks"²

16. Defendant Farberware boasts that its pressure cookers have "large locking lid to prevents the cooker from opening while pressurized,"³ which purport to keep the user safe while cooking.

² *Id.*

³ *Id.*

17. For example, according to the Owner's Manual accompanying the individual unit sold, the pressure cookers are equipped with "important safeguards" that prevents the lid from unlocking until "the float valve drops down by itself."⁴

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

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

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

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

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

⁴ Attached hereto as "Exhibit A" and incorporated by reference is the "Farberware 7-in-1 programmable pressure cooker" Owner's Manual. *See, e.g.* pgs. 3, 11.

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

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

CLAIMS FOR RELIEF

COUNT I **STRICT LIABILITY**

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

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

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

28. Plaintiff did not misuse or materially alter the pressure cooker.

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

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

- a. The pressure cookers designed, manufactured, sold, and supplied by Defendant Farberware were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers;
- b. The seriousness of the potential burn injuries resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;

- c. Defendant Farberware failed to properly market, design, manufacture, distribute, supply, and sell the pressure cookers, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendant Farberware failed to warn and place adequate warnings and instructions on the pressure cookers;
- e. Defendant Farberware failed to adequately test the pressure cookers; and
- f. Defendant Farberware failed to market an economically feasible alternative design, despite the existence of economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

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

WHEREFORE, Plaintiff demands judgment against Defendant Farberware for damages, together with interest, costs of suit and all such other relief as the Court deems proper.

COUNT II
NEGLIGENCE

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

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

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

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

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

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

WHEREFORE, Plaintiff demands judgment against Defendant Farberware for damages, together with interest, costs of suit and all such other relief as the Court deems proper.

PRAYER FOR RELIEF

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

- a. judgment for Plaintiff and against Defendant Farberware;
- b. damages to compensate Plaintiff for her injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant Farberware's pressure cookers;
- c. pre and post judgment interest at the lawful rate;
- d. a trial by jury on all issues of the case;
- e. an award of attorneys' fees; and
- f. for any other relief as this Court may deem equitable and just, or that may be available under the law of another forum to the extent the law of another forum is

applied, including but not limited to all reliefs prayed for in this Complaint and in the foregoing Prayer for Relief.

Respectfully submitted,

SOMMERS SCHWARTZ, P.C.

Date: January 13, 2022

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