

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Daniel Crowley

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

[REDACTED]

ATTORNEYS FOR PLAINTIFFS ANTHONY AND STACY HAUSMAN

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ANTHONY HAUSMAN, an individual;
STACY HAUSMAN, an individual,

Plaintiffs,

v.

TABLETOPS UNLIMITED, INC. d/b/a TTU,
a California Corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No.: **20STCV11344**

**PLAINTIFFS' COMPLAINT AND DEMAND
FOR JURY TRIAL**

- 1. Strict Products Liability
- 2. Negligent Products Liability
- 3. Breach of Implied Warrant of Merchantability
- 4. Loss of Consortium

Plaintiffs **ANTHONY HAUSMAN** and **STACY HAUSMAN** (hereafter referred to as "Plaintiffs"), by and through their undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW, P.C.** hereby submit the following Complaint and Demand for Jury Trial:

NATURE OF THE ACTION

1. This is a product liability action seeking recovery for substantial personal injuries and damages suffered by Plaintiffs after Plaintiffs were seriously injured by a "Philippe Richard

1 Pressure Cooker” Model Number YPC 2055C (hereafter generally referred to as “pressure
2 cooker(s))).

3 2. Defendant Tabletops Unlimited, Inc. d/b/a TTU (hereinafter generally referred to as
4 “Defendant TTU”) designs, manufactures, markets, imports, distributes and sells a wide-range of
5 consumer products, including the subject “Phillippe Richard Pressure Cooker,” which specifically
6 includes the aforementioned pressure cooker at issue in this case.

7 3. On or about April 2, 2018, Plaintiffs suffered serious and substantial burn injuries as the
8 direct and proximate result of the pressure cooker’s lid suddenly and unexpectedly exploding off
9 the pressure cooker’s pot during the normal, directed use of the pressure cooker, allowing its
10 scalding hot contents to be forcefully ejected from the pressure cooker and onto the Plaintiffs.

11 4. As a direct and proximate result of Defendant TTU’s conduct, the Plaintiffs in this case
12 incurred significant and painful bodily injuries, medical expenses, wage loss, physical pain,
13 mental anguish, and diminished enjoyment of life.

14 **PARTIES**

15 5. Plaintiffs were, at all relevant times, residents of the City of Paragon, County of Morgan,
16 State of Indiana.

17 6. Defendant TTU is a California Corporation, which has a headquarters and registered
18 service address of 23000 Avalon Blvd., Carson, CA 90745. Defendant TTU designs,
19 manufacturers, markets, imports, distributes and sells a variety of consumer products including
20 pressure cookers, cutlery, pots, and pans, amongst others.

21 7. Plaintiff is ignorant of the identities of defendants Does 1 through 25, inclusive, and
22 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
23 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that at all
24 times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant,
25 employee, co-venturer, and/or co-conspirator of each of the other Defendants and was at all times
26 mentioned, acting within the scope, purpose, consent, knowledge, ratification and authorization of
27 such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to
28 allege their true names and capacities when ascertained. Plaintiff is informed and believes and

1 thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner
2 for the occurrences herein alleged, and that Plaintiff's damages as herein alleged was proximately
3 caused by its conduct. Doe Defendants 1 through 25, and TTU are herein collectively and
4 interchangeably referred to as "Defendants" and/or "Defendant TTU."

5 **JURISDICTION & VENUE**

6 8. Venue is proper in this Court in that at all relevant times in that Defendant TTU resides in
7 Los Angeles County.

8 9. Jurisdiction in this Court is proper in that Defendant TTU is located and regularly conducts
9 business here and is subject to general and specific personal jurisdiction in this Court. Defendant
10 TTU's negligent and wrongful acts or omissions caused tortious injury in the State of California
11 and is subject to personal jurisdiction in this Court.

12 **FACTUAL ALLEGATIONS**

13 10. On or about April 2, 2018, Plaintiffs were using the pressure cooker designed,
14 manufactured, marketed, imported, distributed and sold by Defendant TTU for its intended and
15 reasonably foreseeable purpose of cooking dinner.

16 11. While the pressure cooker was in use for the foreseeable and intended purpose of cooking, the
17 pressure cooker's lid unexpectedly and suddenly blew off the pot in an explosive manner. The contents
18 of the pressure cooker were forcefully ejected out of the pot and onto Plaintiffs, causing severe and
19 disfiguring burns.

20 12. Plaintiffs used their pressure cooker for its intended purpose of preparing meals for
21 themselves and/or their family and did so in a manner that was reasonable and foreseeable by
22 Defendant TTU.

23 13. However, the aforementioned pressure cooker was defectively designed and manufactured
24 by Defendant TTU in that it failed to properly function as to prevent the lid prevented explosively
25 separating from the pot while under pressure during the ordinary, foreseeable and proper use of
26 cooking food with the product; placing the Plaintiff, their family, and similar consumers in danger
27 while using the pressure cookers.

28

1 14. Defendant TTU's pressure cookers possess defects that make them unreasonably
2 dangerous for their intended use by consumers because they can spontaneously and unexpectedly
3 explode during their normal and directed use.

4 15. Economic, safer alternative designs were available that could have prevented the pressure
5 cooker's lid from explosively separating from the pot while under pressure.

6 16. Defendant TTU knew or should have known that its pressure cookers possessed defects
7 that pose a serious safety risk to Plaintiff and the public. Nevertheless, upon information and
8 belief, Defendant TTU ignored and/or concealed its knowledge of the pressure cookers' defects
9 from the general public and generated a substantial profit from the sale of its pressure cookers.

10 17. As a direct and proximate result of Defendant TTU's intentional concealment of such
11 defects, its failure to warn consumers of such defects, its failure to remove a product with such
12 defects from the stream of commerce, and its negligent design of such products, Plaintiff used an
13 unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries.

14 18. Consequently, the Plaintiffs in this case seek compensatory damages resulting from the use
15 of Defendant TTU's pressure cooker as described above, which has caused the Plaintiffs to suffer
16 from serious bodily injuries, medical expenses, lost wages, physical pain, mental anguish,
17 diminished enjoyment of life, and other damages.

18 **FIRST CAUSE OF ACTION**

19 **STRICT PRODUCTS LIABILITY**

20 PLAINTIFFS, FOR A FIRST CAUSE OF ACTION AGAINST TABLETOPS
21 UNLIMITED, INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGE AS FOLLOWS:

22 19. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set
23 forth herein, and further allege:

24 20. At the time of Plaintiffs' injuries, Defendant TTU's pressure cookers were defective and
25 unreasonably dangerous for use by foreseeable consumers, including Plaintiffs.

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

28 22. Plaintiffs did not misuse or materially alter the pressure cooker.

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

3 24. Further, a reasonable person would conclude that the possibility and seriousness of harm
4 outweighs the burden or cost of making the Pressure Cookers safe. Specifically:

- 5 a. The pressure cookers designed, manufactured, sold, and supplied by Defendant
6 TTU were defectively designed and placed into the stream of commerce in a
7 defective and unreasonably dangerous condition for consumers;
- 8 b. The seriousness of the potential burn injuries resulting from the product drastically
9 outweighs any benefit that could be derived from its normal, intended use;
- 10 c. Defendant TTU failed to properly market, design, manufacture, distribute, supply,
11 and sell the pressure cookers, despite having extensive knowledge that the
12 aforementioned injuries could and did occur;
- 13 d. Defendant TTU failed to warn and place adequate warnings and instructions on the
14 pressure cookers;
- 15 e. Defendant TTU failed to adequately test the pressure cookers; and
- 16 f. Defendant TTU failed to market an economically feasible alternative design,
17 despite the existence of the aforementioned economical, safer alternatives, that
18 could have prevented the Plaintiff's injuries and damages.

19 25. Defendant TTU knew or should have known that the lid could explosively separating from
20 the pot while under pressure during the normal, foreseeable and directed use of the pressure
21 cooker.

22 26. Defendant TTU's actions and omissions were the direct and proximate cause of the
23 Plaintiffs' injuries and damages.

24 **SECOND CAUSE OF ACTION**

25 **NEGLIGENT PRODUCTS LIABILITY**

26 PLAINTIFFS, FOR A SECOND CAUSE OF ACTION AGAINST TABLETOPS
27 UNLIMITED, INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGE AS FOLLOWS:
28 Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth
herein, and further allege:

1 27. Defendant TTU has a duty of reasonable care to design, manufacture, market, and sell non-
2 defective pressure cookers that are reasonably safe for their intended uses by consumers, such as
3 Plaintiffs and their family.

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

8 29. Defendant TTU was negligent in the design, manufacture, advertising, warning, marketing
9 and sale of its Pressure Cookers in that, among other things, it:

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

16 30. Defendant TTU knew or should have known that the lid could explosively separating from
17 the pot during the normal, foreseeable and directed use of the pressure cooker.

18 31. Defendant TTU's actions and omissions were the direct and proximate cause of the
19 Plaintiffs' injuries and damages.

20 **THIRD CAUSE OF ACTION**

21 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

22 PLAINTIFFS, FOR A THIRD CAUSE OF ACTION AGAINST TABLETOPS
23 UNLIMITED, INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGE AS FOLLOWS:

24 32. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set
25 forth herein, and further allege:

26 33. At the time Defendant TTU marketed, distributed and sold its pressure cookers to the
27 Plaintiff in this case, Defendant TTU warranted that its pressure cookers were merchantable and
28 fit for the ordinary purposes for which they were intended.

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

3 35. Defendant TTU's pressure cookers were not merchantable and fit for their ordinary
4 purpose, because they had the propensity to lead to the serious personal injuries as described
5 herein in this Complaint.

6 36. The Plaintiffs in this case and/or their family purchased and used the pressure cooker with
7 the reasonable expectation that it was properly designed and manufactured, free from defects of
8 any kind, and that it was safe for its intended, foreseeable use of cooking.

9 37. Defendant TTU's breach of implied warranty of merchantability was the direct and
10 proximate cause of Plaintiffs' injury and damages.

11 **FOURTH CAUSE OF ACTION**

12 **LOSS OF CONSORTIUM**

13 PLAINTIFFS, FOR A FOURTH CAUSE OF ACTION AGAINST TABLETOPS
14 UNLIMITED, INC. D/B/A TTU, AND DOES 1-25, INCLUSIVE, ALLEGE AS FOLLOWS:

15 38. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set
16 forth herein, and further allege:

17 39. Plaintiff Stacy Hausman is entitled to the care, comfort, companionship, services, and
18 consortium of her husband, Plaintiff Anthony Hausman.

19 40. As a direct and proximate result of Defendant TTU's negligent and wrongful acts or
20 omissions as alleged herein, Plaintiffs incurred significant and painful bodily injuries, physical
21 pain, mental anguish, and diminished enjoyment of life.

22 41. As a result of these injuries to both Plaintiffs, Plaintiffs were, and will continue to be,
23 deprived of care, comfort, companionship, services, and consortium of each other.

24 42. As a result of the foregoing, Plaintiffs incurred damages related to the loss of the others
25 services, society, and companionship that he/she would have received in the usual course of
26
27
28

1 married life, and other damages reasonable under the circumstances for which California law
2 provides a remedy.

3 **INJURIES & DAMAGES**

4 43. As a direct and proximate result of Defendant TTU's negligence and wrongful misconduct
5 as described herein, Plaintiffs have suffered and will continue to suffer physical and emotional
6 injuries and damages including past, present, and future physical and emotional pain and suffering
7 as a result of the incident on or about April 2, 2018. Plaintiffs are entitled to recover damages from
8 Defendant TTU for these injuries in an amount which shall be proven at trial.

9 44. As a direct and proximate result of Defendant TTU's negligence and wrongful misconduct,
10 as set forth herein, Plaintiffs have incurred and will continue to incur lost wages as a result of the
11 incident on or about April 2, 2018. Plaintiffs are entitled to recover past and future lost wages
12 from Defendant TTU in an amount which shall be proven at trial.

13 45. As a direct and proximate result of Defendant TTU's negligence and wrongful misconduct,
14 as set forth herein, Plaintiffs have incurred and will continue to incur the loss of full enjoyment of
15 life and disfigurement as a result of the incident on or about April 2, 2018. Plaintiffs are entitled to
16 recover damages for loss of the full enjoyment of life and disfigurement from Defendant TTU in
17 an amount to be proven at trial.

18 46. As a direct and proximate cause of Defendant TTU's negligence and wrongful misconduct,
19 as set forth herein, Plaintiffs have incurred medical treatment expenses in excess of \$10,000.00
20 and will continue to incur expenses for medical care and treatment, as well as other expenses, as a
21 result of the severe burns they suffered from the incident on or about April 2, 2018. Plaintiffs are
22 entitled to recover damages from Defendant TTU for her past, present and future medical and
23 other expenses in an amount which shall be proven at trial.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiffs demand judgment against the Defendants as follows:

- 26 A. That Plaintiffs have a trial by jury on all of the claims and issues;
- 27 B. That judgment be entered in favor of the Plaintiffs and against Defendants on all of
28 the aforementioned claims and issues;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- C. That Plaintiffs recover all damages against Defendants, general damages and special damages, including economic and non-economic, to compensate the Plaintiffs for their injuries and suffering sustained because of the use of the Defendant TTU's defective pressure cooker;
- D. That all costs be taxed against Defendants;
- E. That prejudgment interest be awarded according to proof;
- F. That Plaintiffs be awarded attorney's fees to the extent permissible under California law; and
- G. That this Court awards any other relief that it 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.

Dated: March 19, 2020

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on all issues raised in this Complaint.

Dated: March 19, 2020

[Redacted]

[Redacted]

In association with:

[Redacted]

[Redacted]

Attorneys for Plaintiff