Products Liability Law Daily Wrap Up, JURY VERDICTS—HOUSEHOLD PRODUCTS—D. Colo.: Jury awards $55.5M to injured consumer against cooker makers in cooker explosion case, (Dec. 19, 2024)

Products Liability Law Daily Wrap Up

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The manufacturers failed to warn consumers of the cooker's defects despite knowledge of reports of nearly 100 burn injury incidents.

In an action brought against three multi-cooker suppliers by a woman who suffered severe burn injuries when the cooker exploded and released its contents on her, a Colorado jury found the suppliers liable for a design defect and failure to warn. The cooker was not equipped with an airtight locking lid, was prone to causing explosions and burns, and was dangerous and unfit for its intended purpose. The consumer was awarded $3.5 million non-economic losses, $2 million damages for her physical impairment, and $50 million in punitive damages (*Perez v. Sunbeam Products, Inc.*, No. 1:21-cv-1915-PAB-KLM (D. Colo. Dec. 13, 2024)).

Background. In November 2018, a woman purchased a model number SCCPPC600V1 Crock-Pot-branded "Express Crock Multi-Cooker" at a Target retail store in Colorado. In June 2019, she used the cooker to prepare beans. When she went to open its steam release valve, it violently exploded, sending scalding hot beans and liquid onto her body and the ceiling. She was admitted for catastrophic and life-threatening injuries, suffered second and third-degree burns to 13 percent of her total body surface area, and received 5.3 square feet of amniotic and cadaveric skin grafts. Post treatment, she continued to suffer from permanent scarring and disfigurement, discoloration, itching, lack of sensation in her lips and mouth, and faced significant work restrictions.

The subject cooker was designed, tested, maintained, assembled, sourced, imported, manufactured, inspected, sold, advertised, marketed, and/or distributed by Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions, Newell Brands, Inc., (together, manufacturers) and Target Corporation (seller) (collectively, suppliers). It was undisputed that the model number at issue was defective and dangerous as the manufacturers recalled over one million pieces of it after Sunbeam received 119 reports of lid detachment resulting in 99 burn injuries. The woman claimed that the suppliers received consumer complaints as early as December 2017 and in 2018, their engineering firm recommended product design changes because the current design was capable of being opened while under pressure. Yet, no recall was issued for nearly three years. The consumer filed suit against the three companies asserting eight causes of action.

Jurisdiction. This court had diversity jurisdiction since Sunbeam, Newell, and Target had their principal places of business in Florida, Georgia, Minnesota while the consumer was a Colorado resident demanding an amount more than $75,000. Venue was proper as the cause of action arose in the district of Colorado. The court had personal jurisdiction over the suppliers as they purposefully availed themselves of the forum through systemic and regular contacts with Colorado.

Product defect. The consumer first claimed that the multi-cooker was defectively designed or manufactured because (1) it had an unreasonable propensity to explode during normal and foreseeable conditions; (2) it failed to operate as marketed and advertised; (3) its design/materials and tolerances allow the lid to open even when the cooker was under considerable pressure: (4) the cooker was capable of gaining pressure even when its lid was not shut correctly and when the Steam Release Valve was not in the 'Seal' position; (5) its "safety sensors" were not capable of ensuring that the pressure remained within the set range; and (6) it failed to operate in a manner an ordinary consumer would reasonably expect in light of its nature and intended function. The woman

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clarified that the product had not been misused or modified post-sale and was within its anticipated useful life when it failed.

Failure to warn. The complaint asserted that the cooker was defective due to the absence of warnings, instructions, stickers, placards, notices, or other documentation to alert users regarding its hazardous conditions. The product manual falsely stated that "Once pressure increases, the lid cannot be opened. Safety sensors ensure the pressure remains within the set range" and "the lid cannot be unlocked until all the pressure is released." These statements provided consumers with a false sense of security despite the product's dangerous condition, which caused nearly 100 burn injuries about which the suppliers failed to warn consumers.

Negligence and warranty. The woman alleged that the suppliers breached their duty to properly design, test, maintain, assemble, source, import, manufacture, inspect, sell, advertise, market, and distribute the product in a reasonably safe condition so as to prevent the unreasonable risk of injury to persons. She added that the multi-cooker was defective, unreasonably dangerous, and not of merchantable quality. Contrary to the manufacturer's express warranties that the cooker would be free from defects in material and workmanship for one year from the date of purchase, it was not equipped with an airtight locking lid, was prone to causing explosions and burns, was not made with high quality materials, was not expected to last, and injured her.

Consumer protection and fraud. The complaint asserted that the companies fraudulently, willfully, knowingly, intentionally, and in bad faith engaged in the following deceptive trade practices: (1) selling and continuing to sell defective and dangerous cookers to unwitting consumers despite actual knowledge of its dangerous defects; (2) making false representations about the product's characteristics, uses, benefits, and quality; (3) making warranties that the product had a greater degree of serviceability, durability, or performance capability than was true; and (4) failed to conduct a reasonably prompt recall of despite direct knowledge of the defects. The suppliers were also liable for fraud as they knowingly and actively concealed nearly 100 burn injury incidents resulting from the defects, falsely represented that "If the lid is not shut correctly or if the Steam Release Valve is not in the 'Seal' position, the Multi-Cooker cannot gain pressure and an ERROR message will appear in the Display Screen," responded to customer complaints with further false representations of safety and quality—deliberately misleading consumers to purchase the defective product.

Damages and relief. As a direct and proximate result of the aforesaid willful, wanton, and knowing conduct, the consumer suffered catastrophic burns requiring significant and costly past and future medical care, permanent disfigurement, permanent impairment, pain, suffering, disability, mental anguish, emotional distress, embarrassment, humiliation, loss of capacity for the enjoyment of life, lost income, and out of pocket expenses. She requested economic and noneconomic damages, compensatory and exemplary damages, civil and statutory penalties, pre- and post-judgment interest, along with attorney fees, costs, and expenses.

Verdict. Following a trial, a jury found by a preponderance of evidence that the product manufacturers were liable for a design defect and failure to warn, and that the consumer suffered damages due to sale of the defective product. She was accordingly awarded $3.5 million in non-economic losses or injuries, $2 million for her physical impairment or disfigurement, $15 million in punitive damages from Sunbeam, and $35 million in punitive damages from Newell. The woman herself was apportioned 10 percent of the fault, while Newell and Sunbeam were apportioned 27 percent and 63 percent of the fault respectively.

The case is No. 1:21-cv-1915-PAB-KLM.

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Companies: Sunbeam Products, Inc. d/b/a Jarden Solutions

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