

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Richmond Division)**

**KARA A. PARTIN,**

Plaintiff,

v.

**NUWAVE, LLC,**

SERVE:

Mr. Hunsu Son

1190 S. Elmhurst Road, Ste. 203

Mount Prospect, Illinois 60056

Defendant.

Case No.:

**COMPLAINT**

Plaintiff, Kara A. Partin, moves for judgment against the Defendant NuWave, LLC, and in support of her Complaint, alleges as follows:

**PARTIES**

1. Ms. Partin is a citizen of Virginia.
2. Defendant is an Illinois limited liability company, with its principal place of business at 1795 Butterfield Road, Libertyville, Illinois 60048. Defendant's sole member, Mr. Jung S. Moon, is a citizen of Illinois.
3. At all times relevant, Defendant, a merchant, acted by and through its employees, agents, and servants, who were acting within the scope of their employment, agency, or master-servant relationship with Defendant.

**JURISDICTION AND VENUE**

4. Jurisdiction is founded on diversity of citizenship and amount in controversy pursuant to 28 U.S.C. § 1332 as Plaintiff is a citizen of Virginia, Defendant is a citizen of Illinois, and the amount of controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

5. The court has personal jurisdiction over Defendant as it designs, manufactures and markets goods to be sold in the Commonwealth of Virginia and has consistent and significant commercial interactions within the Commonwealth of Virginia.

6. Venue is proper within the Eastern District of Virginia, Richmond Division, because the events or omissions giving rise to the claims alleged in this Complaint occurred in the County of Dinwiddie, Virginia.

**NATURE OF THE CASE**

7. This is an action for damages suffered by Ms. Partin as a direct and proximate result of Defendant's breach of warranties in connection with the design, manufacture, testing, marketing, instructing/warning and/or sale of the NUWAVE 6Q ELECTRIC PRESSURE COOKER," Model Number 33101(the "pressure cooker").

8. Defendant designs, manufactures, markets, imports, distributes and sells consumer kitchen products, including the pressure cooker at issue in this case.

9. Defendant's pressure cooker includes a cooking pot and a lid that is intended to lock into place at the top of the pot. When the pot is heated, steam is sealed inside, creating high pressure. With this high pressure, the internal temperature of the pot is raised above the boiling point of water.

10. Defendant warrants the “safety<sup>1</sup>” of its pressure cookers, and states that the lid on said pressure cookers will not open once and while the device is pressurized.<sup>2</sup> Despite Defendant’s representations, after the device is pressurized and while high pressure, heat and steam are built up inside the pot, the lid can be opened by the user during foreseeable use. When the lid is opened under such conditions, the pressure built up inside the pot causes the scalding hot contents from the pot to be projected out of the pot. In this case, Ms. Partin opened the lid to the pot after the device indicated that it had depressurized. However, the pressure cooker retained an unsafe level of pressure and should not have been able to be opened. As a result of the scalding hot contents of the pot being projected onto her body, Ms. Partin suffered third and second degree burns over a substantial portion of her body.

### **FACTS**

11. Defendant warrants that “safety is a core value at NuWave,” and that its pressure cookers include “multiple independent safety features.”<sup>3</sup> It further warrants as follows:

- a. This is all made possible by **the Nutri-Pot’s Sure-Lock™ system** which is comprised of multiple independent safety features, making the Nutri-Pot the safest digital pressure cooker available today. This system combines a food blocking cap, lid lock function, a lid lock and a final bottom pressure switch to ensure that the Nutri-Pot will only pressurize if the lid is securely fastened and keeps you from opening the lid before the pressure reaches a safe level.<sup>4</sup>

12. Defendant promises and guarantees to consumers that its pressure cooker, complete with Defendant’s Sure-Lock® Safety System, will not pressurize unless the lid is

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<sup>1</sup> See, e.g., NuWave Nutri-Pot® 6Q Digital Pressure Cooker Owner’s Manual attached as Exhibit A, pp. 3, 13, 14, and 15.

<sup>2</sup> *Id.* at p. 14.

<sup>3</sup> <https://www.nuwavepressurecooker.com/> (last accessed September 22, 2021)

<sup>4</sup> *Id.*

securely fastened, and once pressurized, that the lid cannot be opened by the consumer until the pressure reaches a safe level.

13. Defendant touted its Sure-Lock system over numerous media outlets, including television advertisements, its website (“as seen on TV”), infomercials, social media, and third-party retailers. For example, in one of Defendant’s YouTube segments entitled, “NuWave 8q-qt Nutri-Pot Pressure Cooker with Pot, Glass & Rack on QVC,” the following is warranted:

- a. **“Safe pressure cooking.** How simple is this. I’m all about keeping it simple in the kitchen, so what do you do here? You load it with what you’re gonna cook; you lock it down, simply enough. It’s got a great lid on this. Now this new lid on here gives you a little whistle. **You know when that lid is open.** It tells you. You lock it; it has a Sure-Lock System. **Once this is locked down, it is locked down.** **You don’t have to worry about pressure cooker blowing up or anything like this.”**<sup>5</sup>
- b. “Lid goes down. This slides over. There’s a Sure-Lock button right here in the front – it is locked down; it’s gone back to the warning function.”<sup>6</sup>
- c. **“It will depressurize on its own,** taking the fear out of pressure cooking in here.”<sup>7</sup>

14. In a similar video from Defendant’s YouTube page entitled, “NuWave Cooking Club-Hard Boiled Eggs,” spokesperson, David Oland represents that the NuWave Nutri-Pot is “one of the best and safest on the market,” and “with our Sure-Lock System, we make sure all of this [pressure] is out; and [the NuWave pressure cooker has] a couple of really good safety features on this unit; until all the steam is not out, you’re not opening this unit.”<sup>8</sup>

15. The Owner’s Manual accompanying each of Defendant’s pressure cookers, says the following about the Sure-Lock® Safety System:

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<sup>5</sup> [\(8\) NuWave 8-qt Nutri-Pot Pressure Cooker with Pot, Glass Lid, & Rack on QVC - YouTube](#) at 0:43-1:12 (last accessed September 22, 2021)

<sup>6</sup> *Id.* at 3:25-3:30.

<sup>7</sup> *Id.* at 6:34-6:38.

<sup>8</sup> [add citation]

- a. **Lid Lock:** The 3-point Lid Lock System locks the lid in place at three independent points. It **ensures** that the unit will not pressurize unless the lid is completely closed. Once the Nutri-Pot is pressurized the lid **will not open**.
- b. **Maintaining Pressure:** The Bottom Pressure Switch monitors the cooking chamber and helps keep the unit at the perfect pressure. The Lower Disc is designed to release pressure automatically if the Nutri-Pot ever becomes over-pressured.
- c. **The Food Blocking Cup:** The Food Blocking Cup **ensures** that the pressure vents smoothly. It covers the inside of the release valve and prevents foods or liquids from clogging the valve.<sup>9</sup>

16. Defendant's promises and guarantees, including but not limited to the foregoing promises and guarantees, regarding the pressure cooker and its Sure-Lock® Safety System, created express warranties that the product will conform to those statements.

17. The subject pressure cooker was purchased in or around 2017 for Ms. Partin's then housemate.

18. Ms. Partin used the subject pressure cooker for its intended use on many occasions.

19. On or about June 20, 2021, Ms. Partin used the subject pressure cooker to make beef stew. She pressure-cooked beef tips. When the device indicated that the beef was cooked, Ms. Partin carefully released the steam, opened the lid, added beef broth and other ingredients, closed and locked the lid, and set the device to pressure cook the stew.

20. When the device indicated that the stew was cooked, Ms. Partin again released the steam from the device until the device indicated that it was safe to open the lid.

21. Ms. Partin proceeded to open the lid. She was able to turn the lid to the unlock position. As soon as she turned the lid into this position, the lid burst open and the contents of the pot exploded all over Ms. Partin's body, causing her to suffer serious burns, injuries and damages.

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<sup>9</sup> Owner's Manual, p. 14. (emphasis added).

22. Plaintiff's damages include past and future: medical expenses, mental and physical pain and suffering, loss of earnings, impaired earning capacity, permanent disability, and other general and special damages in an amount to be determined by the jury at trial of this action.

**COUNT I: BREACH OF EXPRESS WARRANTY**

23. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth herein.

24. Defendant made the foregoing express warranties relating to the safety of the pressure cooker.

25. Defendant expressly warranted to the consuming public through its Owner's Manual, descriptions of the product and advertisements relating to the product that the lid of pressure cooker would not open while the unit remained pressurized; for example: "Lid Loc: The 3-point Lid Lock system locks the lid in place at three independent points. **It ensures that the unit will not pressurize unless the lid is completely closed. Once the Nutri-Pot is pressurized the lid will not open.**"<sup>10</sup>

26. Defendant's statements relating to the lid loc related to the goods and became a part of the basis of the bargain to sell the pressure cooker to the public.

27. Members of the consuming public, including Plaintiff were the intended third-party beneficiaries of Defendant's express warranties concerning the lid lock – Sure-Lock® Safety System.

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<sup>10</sup> *Id.* (emphasis added).

28. Defendant was aware through other similar incidents that, contrary to its express warranties, the lid of its pressure cooker could be opened by a consumer while the pot was pressurized.

29. Defendant's pressure cookers do not conform to Defendant's express warranties because the lid can be removed using normal force while the units remain pressurized despite the appearance and/or indications that the pressure has been released.

30. Defendant breached its express warranties as the subject pressure cooker did not conform to Defendant's statements concerning the lid lock. Ms. Partin was able to open the lid using normal force while the pot was pressurized.

31. As a direct and proximate result of the breach of the express warranties by the Defendant, Plaintiff suffered serious and permanent injuries, physical pain, mental anguish, past, present and that which she may be reasonably expected to suffer in the future; medical expenses, past, present, and that which she may be reasonably expected to incur in the future; lost earnings and loss of earnings capacity, past, present and that which she may be reasonably expected to suffer in the future; and has otherwise been damaged.

**COUNT II: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Unreasonably Dangerous Design and Manufacture and Inadequate Warning)**

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

33. Defendant was a "seller" and "merchant" within the meaning of the Virginia Commercial Code.

34. Defendant designed the pressure cooker and had it manufactured in China.

35. There was an implied warranty by operation of law that the pressure cooker would pass without objection in the trade and was fit for the ordinary purposes for which such goods are used.

36. The ordinary purposes for which pressure cookers, including the subject pressure cooker, were used was as a pressure cooker.

37. At all times relevant, Plaintiff used the subject pressure cooker for its ordinary purposes.

38. The pressure cooker lid is designed with a twist-lock arrangement, which Defendant called its “Sure-Lock® Safety System.

39. Applicable standards require that a twist-lock pressure cooker lid comply with a Cover Opening Test to ensure that the lid cannot be opened by normal force while the unit is pressurized.

40. Defendant expressly warranted that the pressure cooker would not pressurize unless the lid was completely closed and that, once the unit pressurized, the lid would not open.

41. Defendant was on notice prior to Defendant’s incident, through other similar incidents and otherwise, that the lid of the pressure cooker could be opened by normal force while the unit was pressurized.

42. The subject pressure cooker lid opened with normal force while the unit was pressurized.

43. The subject pressure cooker was unreasonably dangerous for its ordinary use or reasonably foreseeable use because it’s lid was capable of opening and did open after it was properly and completely closed while the unit was still pressurized; and because despite having actual notice of this unreasonably dangerous condition prior to Plaintiff’s incident, Defendant failed to adequately alert users to this unreasonably dangerous hazard.



44. The unreasonably dangerous condition of the subject pressure cooker existed when the product left the Defendant's hands.

45. The subject pressure cooker was unreasonably dangerous for use as a pressure cooker by virtue of improper design and/or manufacture and failure to give adequate warnings or instructions.

46. Plaintiff used the subject pressure cooker for the use to which it would ordinarily be put or in a reasonably foreseeable manner.

47. Defendant breached the implied warranty of merchantability.

48. As a direct and proximate result of the breach of the implied warranty of merchantability by the Defendant, Plaintiff suffered serious and permanent injuries, physical pain and mental anguish, past present, and that which he may be reasonably expected to suffer in the future; inconvenience, past, present, and that which he may be reasonably expected to suffer in the future; medical expenses, past, present, and that which he may be reasonably expected to suffer in the future; lost earnings and loss of earnings capacity, past, present, and that which he may be reasonably expected to suffer in the future; and has otherwise been damaged.

**WHEREFORE**, Plaintiff prays for judgment and an award of execution against Defendant in the sum of Five Million Dollars (\$5,000,000.00), plus costs of this suit, all applicable interest, and such other and further relief as this Court deems just and proper.

**TRIAL BY JURY IS DEMANDED.**

Respectfully submitted,

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**ATTORNEYS FOR PLAINTIFF**