

3. 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.

4. 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.

5. Defendant ignored and/or concealed its knowledge of these defects in its pressure cookers from the Plaintiff in this case, as well as the public in general, in order to continue generating a profit from the sale of said pressure cookers, demonstrating a callous, reckless, willful, depraved indifference to the health, safety and welfare of Plaintiff and consumers like her.

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

PLAINTIFF TANIEKA MANOLOFF

7. Plaintiff is a resident and citizen of the State of Indiana.

8. On or about **September 7, 2025**, 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.

9. The incident occurred as a result of the failure of the pressure cooker's supposed "Sure-Lock® Safety System," which purports to keep the consumer safe while using the pressure cooker.

10. 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.

11. As a direct and proximate result of the incident, Plaintiff sustained severe second- and third-degree burns to her torso and breast.

12. Plaintiff required extensive medical treatment, including hospitalization and surgical intervention, including a skin graft procedure.

DEFENDANT NUWAVE, LLC

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

14. Defendant NuWave boasts that its products allow consumers to prepare meals quickly and efficiently and promotes its products as safe and reliable.

15. Defendant NuWave is an Illinois limited liability company, with a principal place of business located at 560 Bunker Court, Vernon Hills, Illinois.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this case pursuant to 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.

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

18. Jurisdiction is proper because Defendant has established sufficient minimum contacts with the State of Indiana through the sale and distribution of its products.

FACTUAL BACKGROUND

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

20. Defendant NuWave aggressively warrants, markets, advertises and sells its pressure cookers as safe and effective for consumer use.

21. Defendant NuWave claims that “safety is a core value” and that its pressure cookers include “multiple independent safety features.”

22. According to the Owner’s Manual accompanying each unit, the pressure cookers purport to be designed with a “Sure-Lock® Safety System,” which includes features intended to prevent the lid from being opened while the unit is pressurized.

23. By reason of the foregoing acts or omissions, Plaintiff purchased and/or used the pressure cooker with the reasonable expectation that it was properly designed and manufactured, free from defects, and safe for its intended, foreseeable use.

24. Plaintiff used the pressure cooker for its intended purpose of preparing meals and did so in a manner that was reasonable and foreseeable by Defendant.

25. However, the pressure cooker was defectively and negligently designed and manufactured in that it failed to properly function so as to prevent the lid from being removed while the unit remained pressurized.

26. Defendant NuWave'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.

27. Further, Defendant NuWave's representations about "safety" are not just misleading, they are false, and put consumers like Plaintiff directly in harm's way.

28. Economic, safer alternative designs were available that could have prevented the pressure cooker's lid from being opened while pressurized.

29. Defendant NuWave knew or should have known that its pressure cookers possessed defects that pose a serious safety risk to Plaintiff and the public, yet continued to market and sell the product.

30. As a direct and proximate result of Defendant's conduct, Plaintiff suffered serious and painful bodily injuries.

CLAIMS FOR RELIEF

COUNT I -- STRICT LIABILITY

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

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

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

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

35. 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.

36. Further, a reasonable person would conclude that the probability and seriousness of harm outweigh the burden or cost of making the pressure cookers safe. Specifically:

- a. The pressure cookers designed, manufactured, sold, and supplied by Defendant NuWave 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 NuWave failed to properly design, manufacture, distribute, supply, and sell the pressure cookers, despite having extensive knowledge that the aforementioned injuries could and did occur;
- d. Defendant NuWave failed to warn and place adequate warnings and instructions on the pressure cookers;
- e. Defendant NuWave failed to adequately test the pressure cookers; and
- f. Defendant NuWave failed to adopt and implement an economically feasible alternative design, despite the existence of safer alternative designs that would have prevented Plaintiff's injuries and damages.

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

38. Defendant NuWave's conduct, as described above, was extreme and outrageous. Defendant NuWave risked the safety and well-being of consumers, including Plaintiff, with knowledge of the safety defects and suppressed this knowledge from the public. Defendant NuWave made conscious decisions not to redesign, warn, or inform the consuming public. Defendant NuWave's conduct warrants an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant NuWave for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT II -- NEGLIGENCE

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

40. Defendant NuWave 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.

41. Defendant NuWave 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 NuWave knew or should have known that said pressure cookers created a high risk of unreasonable harm to Plaintiff and consumers alike.

42. Defendant NuWave 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 marketed and promoted its pressure cookers as safe despite known defects;
- d. Failed to provide adequate warnings and instructions;
- e. Failed to adequately test and inspect the pressure cookers; and
- f. Was otherwise careless and negligent.

43. Despite the fact that Defendant NuWave knew or should have known that consumers were able to remove the lid while the pressure cookers were still pressurized, Defendant NuWave continued to market (and continues to market) its pressure cookers to the general public.

44. Defendant NuWave's conduct, as described above, was extreme and outrageous and warrants the imposition of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant NuWave for compensatory and punitive damages, together with interest, costs of suit, attorneys' fees, and all such other relief as the Court deems proper.

COUNT III -- BREACH OF EXPRESS WARRANTY

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

46. Defendant NuWave expressly warranted that its pressure cookers were safe and effective for their intended use and that the lid could not be removed while the unit remained pressurized.

47. Members of the consuming public, including Plaintiff, were the intended beneficiaries of these warranties.

48. Defendant NuWave marketed, promoted, and sold its pressure cookers as safe products equipped with a "Sure-Lock® Safety System."

49. Defendant NuWave's pressure cookers do not conform to these representations because the lid can be removed while the unit remains pressurized, despite the appearance that pressure has been released.

50. Defendant NuWave breached its express warranties in one or more of the following ways:

- a. The pressure cookers were defectively designed and unreasonably dangerous;
- b. Defendant failed to provide adequate warnings and instructions;

- c. Defendant failed to adequately test the product;
- d. Defendant failed to correct known defects;
- e. Defendant failed to provide post-marketing warnings; and
- f. Defendant continued to represent the product as safe despite knowledge of defects.

51. Plaintiff relied on Defendant's representations.

52. Plaintiff's injuries were the direct and proximate result of Defendant's breach of express warranties.

53. Defendant NuWave's conduct warrants punitive damages.

WHEREFORE, Plaintiff demands judgment as set forth above.

**COUNT IV --- BREACH OF IMPLIED WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE**

54. Plaintiff incorporates by reference each preceding paragraph.

55. Defendant NuWave manufactured and sold its pressure cookers with the implied warranty that they were fit for the particular purpose of safely cooking food under pressure.

56. Plaintiff relied on Defendant's expertise and representations.

57. The pressure cooker was not fit for its intended purpose due to the risk of explosive release.

58. Defendant breached the implied warranty in that:

- a. The product was not safe for its intended use;
- b. The product contained dangerous defects;
- c. Defendant failed to warn of risks;
- d. Defendant failed to test the product adequately;
- e. Defendant failed to correct known defects; and

- f. Defendant continued to sell the product despite knowledge of its dangers.
- 59. The breach was the direct and proximate cause of Plaintiff's injuries.
- 60. Defendant's conduct warrants punitive damages.

WHEREFORE, Plaintiff demands judgment as set forth above.

**COUNT IV -- BREACH OF IMPLIED WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE**

- 54. Plaintiff incorporates by reference each preceding paragraph.
- 55. Defendant NuWave manufactured and sold its pressure cookers with the implied warranty that they were fit for the particular purpose of safely cooking food under pressure.
- 56. Plaintiff relied on Defendant's expertise and representations.
- 57. The pressure cooker was not fit for its intended purpose due to the risk of explosive release.
- 58. Defendant breached the implied warranty in that:
 - a. The product was not safe for its intended use;
 - b. The product contained dangerous defects;
 - c. Defendant failed to warn of risks;
 - d. Defendant failed to test the product adequately;
 - e. Defendant failed to correct known defects; and
 - f. Defendant continued to sell the product despite knowledge of its dangers.
- 59. The breach was the direct and proximate cause of Plaintiff's injuries.
- 60. Defendant's conduct warrants punitive damages.

WHEREFORE, Plaintiff demands judgment as set forth above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, TANIEKA MANOLOFF, respectfully requests that this Honorable Court enter judgment in her favor and against Defendant NUWAVE, LLC, and award the following relief:

A. **Compensatory damages** in an amount to be determined at trial for all damages permitted under applicable law, including but not limited to damages for past and future medical expenses, pain and suffering, mental anguish, emotional distress, disfigurement, permanent impairment, and loss of enjoyment of life;

B. **Punitive damages** in an amount sufficient to punish Defendant and deter similar conduct in the future, as allowed by law;

C. **Pre-judgment and post-judgment interest** as permitted by law;

D. **Costs of suit herein incurred**, including reasonable attorneys' fees where permitted by law;

E. A trial by jury on all issues of the case;

F. Such other and further relief as the Court deems just and proper under the circumstances.

G. 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,

Date: 06/04/2026

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