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**UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

<p>LUCY PERKINS, 333 South 2000 East Spanish Fork, UT 84660</p> <p>Plaintiff,</p> <p>v.</p> <p>INSTANT BRANDS, INC., 495 March Road, Suite 200, Kanata, ON, Canada K2K 3G1</p> <p>Defendant.</p>	<p>COMPLAINT FOR DAMAGES</p> <p>JURY TRIAL DEMANDED</p> <p>Case No.: 2:21-cv-00229-JNP</p> <p>Judge Jill N. Parrish</p>
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Plaintiff, by and through her attorneys, **JOHNSON BECKER, PLLC** and **WRONA LAW**, upon information and belief, at all times hereinafter mentioned, allege as follows:

Join the hundreds of people holding manufacturers accountable for defective and unsafe pressure cookers by asserting your pressure cooker personal injury claim.

Pressure cooker manufacturers market their products as a quick, healthy and safe way to cook. However, the reality is that many of the pressure cookers on the market have serious design flaws that can lead to severe malfunctions. These malfunctions can cause steam and scalding hot liquids and food to explode out of the pressure cooker, burning the user and anyone nearby.

The pressure cooker litigation team at Johnson Becker is experienced at holding manufacturers responsible for defective products. Over the last four years, Johnson Becker has represented over 300 people in more than 40 states who have been burned by exploding pressure cookers. In addition, we have handled pressure cooker cases against virtually all of the major name-brand manufacturers.

Each pressure cooker lawsuit is dependent on its own unique facts, but our firm continues to successfully file lawsuits against the manufacturers of defective pressure cookers and obtain settlements for our clients. We believe that holding manufacturers responsible for our clients' injuries not only helps our clients, but prevents future injuries by forcing manufacturers to evaluate and improve the safety of their products.

What Our Clients Say About Us . . .

“Johnson Becker was so helpful and easy to work with. They were always immediately available to answer my questions and they kept me up to date every step of the way. All the staff were extremely compassionate and professional. If you need a firm to handle your litigation, I highly recommend Johnson Becker.” -*Sandy F.*

“My experience with Johnson and Becker especially working with Mr Adam and Mr Mike has been beyond explainable. They are an amazing team. Mr Adam has been in touch with me throughout the whole process, never left me wondering. This law firm has worked with me to get the best results and . . . everything they said they would do, they did it. I would highly recommend them to anyone who needs a great law firm.” -*Brenika L.*

“The service we received from Adam Kress and his team was outstanding. We came away feeling like we had a new friend. Our biggest surprise was that this company not only works on getting money for their clients, they actually care about getting unsafe products off the market. Thanks Johnson and Becker for making us feel like we helped make the world a little safer!” -*Ken C.*

Meet Our Pressure Cooker Attorneys:

Combined, they have over 55 years of experience holding manufacturers accountable when they choose to put profits over safety.

Michael Johnson

is a founding partner of Johnson Becker and the Co-Chair of its Consumer Products and Mass Tort Departments. Michael exclusively represents individuals across



the country injured by defective and dangerous products, with an emphasis on consumer goods. Michael has battled major product manufacturers at trial, in the appellate courts, and all the way to the U.S. Supreme Court.

Kenneth Pearson

is a partner at Johnson Becker. A graduate of Harvard Law School, Ken began his career representing product manufacturers.



He now draws on that experience to exclusively represent individuals seeking recovery for product-related personal injuries in state and federal courts nationwide.

Adam Kress

began his career at Johnson Becker in 2013, and has exclusively represented plaintiffs in product liability, personal injury and wrongful death claims. Adam co-chairs the firm's Consumer Products Department.



NATURE OF THE CASE

1. Defendant Instant Brands designs, manufactures, markets, imports, distributes and sells a wide-range of consumer kitchen products, including the subject “Instant Pot Programmable Electric Pressure Cooker,” which specifically includes the Nova Plus 60 (referred to hereafter as “pressure cooker(s)”) that is at issue in this case.

2. Defendant touts the “safety”¹ of its pressure cookers, and states that they cannot be opened while in use. Despite Defendant’s claims of “safety,” 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.

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. 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.

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.

¹ See, e.g. Instant Pot Nova 60 Owner’s manual, pg. 20. (“As a safety feature, until the float valve drops down the lid is locked and cannot be opened.”). A copy of the Owner’s manual is attached hereto as “Exhibit A”.

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'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 LUCY PERKINS

7. Plaintiff Lucy Perkins is a resident and citizen of the city of Spanish Fork, County of Utah, State of Utah, and was born on December 2, 1964.

8. In or around November 11, 2018, Plaintiff purchased a new Pressure Cooker, Model Nova 60.

9. On or about April 25, 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 "safety mechanisms," which purport 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 INSTANT BRANDS, INC.

10. Defendant designs, manufactures, markets, imports, distributes and sell a variety of consumer kitchen products including pressure cookers, air fryers, and blenders, amongst others.

11. Defendant boasts that “[t]he Instant Pot line of products are truly tools for a new lifestyle and especially cater to the needs of health-minded individuals”² with its “main goal” to provide “best kitchen experience.”

12. Defendant Instant Brands is a Canadian corporation with its principal place of business at 495 March Road, Suite 200, Kanata, ON, Canada K2K 3G1, and as such is deemed to be a citizen of the Country of Canada. As such, Defendant is a resident and citizen of a foreign country.

JURISDICTION AND VENUE

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.

14. 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.

15. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant has sufficient minimum contacts with the State of Utah and has intentionally availed itself of the markets within Utah through the promotion, sale, marketing, and distribution of its products.

FACTUAL BACKGROUND

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

² See <https://instantpot.com/about-instant-brands-inc-instant-pot/> (last accessed March 28, 2021)

17. Defendant aggressively warrants, markets, advertises and sells its pressure cookers as “Convenient, Dependable and Safe,”³ allowing consumers to cook “healthy, tasty dishes”⁴ and claims that the Duo Nova is “best for beginners” with an “with upgraded lid and display”.⁵

18. For instance, the Defendant claims:

“The newest addition to the most popular line of Instant Pots – the Duo Nova – makes pressure cooking even easier. Its innovative new lid design ensures **you’ll never forget to seal the steam valve again**, and makes quick steam release as easy as the push of a button. Plus you’ll never wonder what’s going on inside as the new status indicator keeps you informed every step of the way.”⁶

19. To further propagate its message, Defendant has, and continues to utilize numerous media outlets including, but not limited to, infomercials, social media websites such as YouTube, and third-party retailers. For example, the following can be found on Defendant’s YouTube webpage entitled “Getting to Know Your New Instant Pot IP-DUO”:

- a. “The first thing you need to know about your IP-DUO is ***that you don’t need to be afraid of it***, as many people are afraid of stovetop pressure cookers.”⁷
- b. “With 10 safety features built in, you can use your Instant Pot with confidence, ***knowing that it is not going to explode***.”⁸
- c. “In addition, keep in mind that your Instant Pot operates at relatively low pressures of 11 to 12 psi or lower, depending on the pressure setting that you use.”⁹

³ See <https://instantpot.com/portfolio-item/lux-6-quart/#tab-id-1> (last accessed March 28, 2020).

⁴ *Id.*

⁵ See <https://www.instantbrands.com/product/instant-pot/duo-nova> (last accessed March 28, 2021).

⁶ See <https://instantpot.com/new-instant-pot-duo-nova-makes-it-easy-to-be-a-great-cook/> (March 28, 2021)

⁷ <https://www.youtube.com/watch?v=w1RKj9E8TY0> (video with a runtime of 11:26) at 0:42 – 0:46 (last accessed March 28, 2021)

⁸ *Id.* at 0:47 – 0:55.

⁹ *Id.* 0:56 – 1:08. This apparently suggests that even if the lid is opened while the unit is still pressurized, it will not harm you.

20. According to the Instant Brands' website, these pressure cookers purport to be designed with "10 safety mechanisms"¹⁰ misleading the consumer into believing that the pressure cookers are reasonably safe for its normal, intended use.

21. Said "safety mechanism" purport to include the following:

- a. **Steam Release** – Releases excess pressure by venting steam through the steam release valve/handle.
- b. **Anti-Block Shield** – A stainless steel cover which prevents food particles from entering the steam release pipe, reducing the risk of blockages.
- c. **Safety Lid Lock** – *When cooker is pressurized, the lid will automatically lock to prevent opening the cooker.* Do not attempt to force the lid open while the cooker is pressurized.
- d. **Lid Position Detection** – *If the lid is not in a safe position for pressure cooking, the cooker will not allow cooking to begin.*
- e. **Automatic Temperature Control** – Regulates heating to ensure the inner pot remains within a safe temperature range, based on the program.
- f. **Overheat (Burn) Protection...**
- g. **Automatic Pressure Control** – Maintains working pressure levels. Suspends heating if pressure exceeds pressure level limits.
- h. **Electrical Fuse** – Cuts off power if the electrical current exceeds safety limits.
- i. **Thermal Fuse** – Cuts off power if the internal temperature exceeds safety limits.
- j. **Leaky Lid Detection** – If there is steam leakage from the lid (such as, sealing ring not installed, or steam release handle being in "Venting" and not "Sealing" position) *the cooker will not pressurize.* Loss of steam may cause food to burn. The cooker monitors the pre-heating time and lowers heat output if working pressure is not reached within 40 minutes.¹¹

¹⁰ See <https://instantpot.com/portfolio-item/duo-nova/#safety> (last accessed March 28, 2021)

¹¹ See <https://instantpot.com/portfolio-item/duo-nova/#safety> (last accessed March 28, 2021) (emphasis supplied)

22. The Owner's Manual also specifically states that "*As a safety feature, until the float valve drops down the lid is locked and cannot be opened.*"¹²

23. 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.

24. 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.

25. However, the aforementioned pressure cooker was defectively and negligently designed and manufactured by the Defendant 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.

26. Defendant'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's representations about "safety" are not just misleading, they are flatly wrong, and put innocent 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 rotated and opened while pressurized.

¹² See Instant Pot Nova 60 Owner's manual, pg. 20 (emphasis supplied).

29. Defendant knew or should have known that its pressure cookers possessed defects that pose a serious safety risk to Plaintiff and the public. Nevertheless, Defendant continues to ignore and/or conceal its knowledge of the pressure cookers' defects from the general public and continues to generate a substantial profit from the sale of its pressure cookers.

30. As a direct and proximate result of Defendant's intentional concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, its failure to remove a product with such defects from the stream of commerce, and its negligent design of such products, Plaintiff used an unreasonably dangerous pressure cooker, which resulted in significant and painful bodily injuries upon Plaintiff's simple removal of the lid of the Pressure Cooker.

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

CLAIMS FOR RELIEF

COUNT I STRICT LIABILITY

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

33. At the time of Plaintiff's injuries, Defendant's Pressure Cookers were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

34. Defendant's Pressure Cookers were in the same or substantially similar condition as when they left the possession of Defendant.

35. Plaintiff did not misuse or materially alter her Pressure Cookers.

36. 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.

37. Further, a reasonable person would conclude that the possibility and seriousness 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 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 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 failed to warn and place adequate warnings and instructions on the Pressure Cookers;
- e. Defendant failed to adequately test the Pressure Cookers; and
- f. Defendant failed to market an economically feasible alternative design, despite the existence of the aforementioned economical, safer alternatives, that could have prevented the Plaintiff's injuries and damages.

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

39. Despite the fact that Defendant knew or should have known that the Plaintiff and consumers like her were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market its Pressure Cookers to the general public (and continues to do so).

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

COUNT II
NEGLIGENCE

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

41. Defendant has 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.

42. Defendant 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 knew or should have known that said Pressure Cookers created a high risk of unreasonable harm to the Plaintiff and consumers alike.

43. Defendant 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. Were otherwise careless or negligent

44. Defendant's negligence the direct and proximate cause of the Plaintiff's injuries and damages.

45. Despite the fact that Defendant knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market (and continues to do so) its Pressure Cookers to the general public.

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

COUNT III
NEGLIGENT DESIGN DEFECT

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

47. Defendant is the manufacturer, seller, distributor, marketer, and supplier of the subject Pressure Cookers, which was negligently designed.

48. Defendant failed to exercise reasonable care in designing, developing, manufacturing, inspecting, testing, packaging, selling, distributing, labeling, marketing, and promoting its Pressure Cookers, which were defective and presented an unreasonable risk of harm to consumers, such as the Plaintiff.

49. As a result, the subject Pressure Cookers, including Plaintiff's Pressure Cooker, contain defects in their design which renders them unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant. The defect in the design allows consumers such as Plaintiff to open the lid while the unit remains pressurized, despite the appearance that all the pressure has been released from the unit, and causes an unreasonable increased risk of injury, including, but not limited to, first, second and third-degree scald burns.

50. Plaintiff in this case used her Pressure Cooker in a reasonably foreseeable manner and did so as substantially intended by Defendant.

51. The subject Pressure Cooker was not materially altered or modified after being manufactured by Defendant and before being used by Plaintiff.

52. The design defects allowing the lid to open while the unit was still pressurized directly rendered the Pressure Cookers defective and were the direct and proximate result of Defendant's negligence and failure to use reasonable care in designing, testing, manufacturing, and promoting the Pressure Cookers.

53. As a direct and proximate result of Defendant's negligent design of its Pressure Cookers, the Plaintiff in this case suffered injuries and damages described herein.

54. Despite the fact that Defendant knew or should have known that the Plaintiff and consumers like her were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market its Pressure Cookers to the general public (and continues to do so).

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

COUNT IV
NEGLIGENT FAILURE TO WARN

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

56. At the time in which the Pressure Cooker was purchased, up through the time Plaintiff was injured, Defendant knew or had reason to know that its Pressure Cookers were dangerous and created an unreasonable risk of harm to consumers.

57. Defendant had a duty to exercise reasonable care to warn consumers of the dangerous conditions or the facts that made its Pressure Cookers likely to be dangerous.

58. As a direct and proximate result of Defendant's negligent failure to warn of the dangers of its Pressure Cookers, the Plaintiff in this case suffered injuries and damages described herein.

59. Despite the fact that Defendant knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market its Pressure Cookers to the general public (and continues to do so).

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

COUNT V
BREACH OF EXPRESS WARRANTY

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

61. Defendant expressly warranted that its Pressure Cookers were safe and effective to members of the consuming public, including Plaintiff. Moreover, Defendant expressly warranted that the lid of the Pressure Cooker could not be removed while the unit remained pressurized. Specifically:

- a. "As a safety feature, until the float valve drops down the lid is locked and cannot be opened."¹³

62. Members of the consuming public, including consumers such as the Plaintiff were the intended third-party beneficiaries of the warranty.

63. Defendant marketed, promoted and sold its Pressure Cookers as a safe product, complete with "Safety Features" including, but not limited to, the following:

- a. **Primary Safety Release Valve** – will release pressure if the internal pressure **Steam Release** – Releases excess pressure by venting steam through the steam release valve/handle.
- b. **Anti-Block Shield** – A stainless steel cover which prevents food particles from entering the steam release pipe, reducing the risk of blockages.

¹³ *Id.*

- c. **Safety Lid Lock** – *When cooker is pressurized, the lid will automatically lock to prevent opening the cooker.* Do not attempt to force the lid open while the cooker is pressurized.
- d. **Lid Position Detection** – *If the lid is not in a safe position for pressure cooking, the cooker will not allow cooking to begin.*
- e. **Automatic Temperature Control** – Regulates heating to ensure the inner pot remains within a safe temperature range, based on the program.
- f. **Overheat (Burn) Protection**...
- g. **Automatic Pressure Control** – Maintains working pressure levels. Suspends heating if pressure exceeds pressure level limits.
- h. **Electrical Fuse** – Cuts off power if the electrical current exceeds safety limits.
- i. **Thermal Fuse** – Cuts off power if the internal temperature exceeds safety limits.
- j. **Leaky Lid Detection** – If there is steam leakage from the lid (such as, sealing ring not installed, or steam release handle being in “Venting” and not “Sealing” position) *the cooker will not pressurize.* Loss of steam may cause food to burn. The cooker monitors the pre-heating time and lowers heat output if working pressure is not reached within 40 minutes.¹⁴

64. Defendant’s Pressure Cookers do not conform to these express representations because the lid can be removed using normal force while the units remain pressurized, despite the appearance the pressure has been released, making it is not safe for use by consumers.

65. Defendant breached its express warranty in one or more of the following ways:
- a. The Pressure Cookers as designed, manufactured, sold and/or supplied by the Defendant, were defectively designed and placed in to the stream of commerce by Defendant in a defective and unreasonably dangerous condition;
 - b. Defendant failed to warn and/or place adequate warnings and instructions on its Pressure Cookers;
 - c. Defendant failed to adequately test its Pressure Cookers; and,

¹⁴ See <https://instantpot.com/portfolio-item/duo-nova/#safety> (last accessed March 28, 2021) (emphasis supplied)

- d. Defendant failed to provide timely and adequate post-marketing warnings and instructions after they knew the risk of injury from its Pressure Cookers.

66. The Plaintiff in this case 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.

67. Plaintiff's injuries were the direct and proximate result of Defendant's breach of its express warranty.

68. Despite the fact that Defendant knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market its Pressure Cookers to the general public (and continues to do so).

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

COUNT VI
BREACH OF IMPLIED WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE

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

70. Defendant manufactured, supplied, and sold its Pressure Cookers with an implied warranty that they were fit for the particular purpose of cooking quickly, efficiently and safely.

71. Members of the consuming public, including consumers such as the Plaintiff, were the intended third-party beneficiaries of the warranty.

72. Defendant's Pressure Cookers were not fit for the particular purpose as a safe means of cooking, due to the unreasonable risks of bodily injury associated with their use.

73. The Plaintiff in this case reasonably relied on Defendant's representations that its Pressure Cookers were a quick, effective and safe means of cooking.

74. Defendant's breach of the implied warranty of fitness for a particular purpose was the direct and proximate cause of Plaintiff's injuries and damages.

75. Despite the fact that Defendant knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market its Pressure Cookers to the general public (and continues to do so).

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

COUNT VII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

77. At the time Defendant marketed, distributed and sold its Pressure Cookers to the Plaintiff in this case, Defendant warranted that its Pressure Cookers were merchantable and fit for the ordinary purposes for which they were intended.

78. Members of the consuming public, including consumers such as the Plaintiff, were intended third-party beneficiaries of the warranty.

79. Defendant's Pressure Cookers were not merchantable and fit for its ordinary purpose, because they had the propensity to lead to the serious personal injuries as described herein in this Complaint.

80. Plaintiff purchased her Pressure Cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that they were safe for its intended, foreseeable use of cooking.

81. Defendant's breach of implied warranty of merchantability was the direct and proximate cause of Plaintiff's injury and damages.

82. Despite the fact that Defendant knew or should have known that consumers were able to remove the lid while the Pressure Cookers were still pressurized, Defendant continued to market its Pressure Cookers to the general public (and continues to do so).

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

JURY TRIAL DEMANDED

Plaintiff demands that all issues of fact of this case be tried to a properly impaneled jury to the extent permitted under the law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendant for damages, including punitive damages if applicable, to which she is entitled by law, as well as all costs of this action, interest and attorneys' fees, 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;
- b. damages to compensate Plaintiff for her injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant'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,

Date: April 15, 2021

/s/ Bret M. Hanna

Bret M. Hanna

WRONA LAW

In association with:

Michael K. Johnson, Esq. (#0258696)

Pro Hac Vice to be filed

Kenneth W. Pearson, Esq. (#016088X)

Pro Hac Vice to be filed

Adam J. Kress, Esq. (#0397289)

Pro Hac Vice to be filed

JOHNSON BECKER, PLLC

Attorneys for Plaintiff

EXHIBIT A

Instant Pot[®] Nova Plus Series



User Manual

Instant Pot[®] Free Recipe App

- 500+ Free Recipes
- New User Tips
- Getting Started Videos

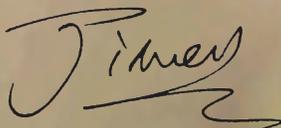


Welcome to the World of Instant Pot® Cooking!

Thank you for selecting an Instant Pot® smartcooker! Our vision for Instant Pot® is to provide you with the right tools to enhance your food preparation experience. Our smartcookers are designed to save you time, replace a number of appliances and prepare healthy and tasty meals in a convenient and dependable way.

We partner with chefs, authors, and bloggers to compile a collection of recipes that we hope you enjoy! As well, for over 500+ additional recipes, videos and more, download the Instant Pot® Recipe App.

Happy Instant Pot® Cooking!



Robert J. Wang
Founder, CEO



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IMPORTANT SAFEGUARDS

When using electrical appliances, basic safety precautions should always be followed, including the following:

1. READ ALL INSTRUCTIONS.
2. Do not touch hot surfaces. Only use side handles for carrying or moving.
3. Do not place the appliance on or in close proximity to a hot gas or electric burner, or a heated oven; heat from an external source will damage the appliance.
4. Do not use near water or flame. Please keep out of direct sunlight.
5. **⚠ CAUTION**: Extreme caution must be used when moving the appliance containing hot liquids. Do not move the appliance when it is under pressure.
6. Do not use appliance for anything other than intended use.
7. For household use only. Do not use outdoors. Not for commercial use.
8. This appliance cooks under pressure. Improper use may result in scalding injury. Make certain the appliance is properly closed before operating. Refer to the "Getting Started" section.
9. Do not fill the appliance over $2/3$ full. When cooking foods that expand during cooking such as rice or dried vegetables, do not fill the appliance over $1/2$ full. Over filling may cause a risk of clogging the vent pipe and developing excess pressure. Refer to the "Pressure Cooking" section.
10. Before each use, check the steam release valve/handle, steam release pipe, anti-block shield and float valve for clogging. Refer to the "Getting Started" section.
11. Do not open the appliance until the appliance has depressurized and all internal pressure has been released. If the float valve is still up and/or the lid is difficult to open, this indicates that the appliance is still pressurized – do not force it open. Any pressure in the appliance can be hazardous. Refer to the "Getting Started" section for instructions to safely remove lid.
12. Do not use this appliance for deep frying or pressure frying with oil.
13. Do not lean over or place your hands or face over the steam release valve/handle or float valve when the appliance is in operation or has residual pressure. Do not touch the metal portion of the lid when the appliance is in operation; this could result in injury.



Read and save these safety guidelines.
When using pressure cookers, basic safety precautions should always be followed.

IMPORTANT SAFEGUARDS

14. Do not cover or obstruct the steam release valve/handle and float valve with cloth or other objects. Obstructing the steam release valve/handle and float valve can create a safety issue and may cause injury.
15. Turn the appliance off if steam escapes from the steam release valve/handle or float valve in a steady stream for longer than 3 minutes. There may be residual pressure in the appliance. Allow the appliance to depressurize naturally or release all excess pressure before opening. Refer to the “Troubleshooting” section.
16. Turn the appliance off if steam escapes from the sides of the lid and ensure sealing ring is properly installed. Refer to the “Getting Started” section.
17. **⚠ CAUTION** : To protect against electrical shock, do not immerse the power cord, plugs, or appliance in water or other liquid.
18. A short power supply cord (0.6 m to 0.9 m) is provided to reduce the hazards resulting from it being grabbed by children, becoming entangled in, or tripping over a longer cord.
19. Always attach plug to appliance first, then plug cord into power source. To disconnect, turn appliance OFF, then remove plug from power source.
20. Unplug from outlet when not in use and before cleaning. Allow to cool before putting on or taking off parts, and before cleaning or storage.
21. Do not operate any appliance with a damaged cord or plug, or after the appliance malfunctions or has been damaged in any manner. Contact Customer Care.
22. Do not let power cord hang over edge of table or counter, or touch hot surfaces.
23. Intended for countertop use only. Keep the appliance on a stable, heat-resistant platform. Do not place on anything that may block the vents on the bottom of the appliance. Do not place on hot stove.
24. **⚠ WARNING**: Spilled food can cause serious burns. Keep appliance and cord away from children. Never drape cord over edge of counter, never use outlet below counter, and never use with an extension cord.
25. When cooking meat with skin (e.g. sausage with casing), the skin can swell when heated. Do not pierce the skin as long as it is swollen; this could result in scalding injury.



IMPORTANT SAFEGUARDS

26. When pressure cooking food with a doughy or thick texture, or a high fat/oil content, contents may splatter when opening the lid. Please follow recipe instructions for pressure release method. Once steam is fully released, gently shake the appliance with extreme caution and then if necessary, release the steam again before removing the lid.
27. Before inserting the inner pot into the appliance, wipe the outer surface of the inner pot and cooking element to confirm they are dry and free of food debris.
28. Do not attempt to repair, replace, or modify components of the appliance, as this may cause electric shock, fire or injury, and will void the warranty.
29. Do not tamper with any of the safety mechanisms.
30. Do not use appliance in electrical systems other than 120V/60Hz for North America. Do not use with power converters or adapters.
31. Close supervision is necessary when the appliance is used near children.
32. This appliance should not be used by children; by individuals whose physical, sensory or mental abilities may prevent safe use of the appliance; or by individuals with limited knowledge of how to use the appliance. Close supervision is needed when using this appliance near these individuals.
33. To reduce the risk of electric shock and pressure leakage, cook only in a removable container authorized by the manufacturer.
34. The use of accessory attachments not recommended by the appliance manufacturer may cause injuries.

SAVE THESE INSTRUCTIONS



When in operation or releasing pressure DO NOT place unprotected skin over the steam release valve.



Do not move cooker when it is in operation



Do not cover or obstruct the steam release valve.



Do not force lid open when the float valve is UP. Make sure the float valve is DOWN when you open the lid.



Read and save these safety guidelines. When using pressure cookers, basic safety precautions should always be followed.

Detachable Cord



Special Cord Set Instructions

As per UL safety requirements, a short power supply cord (0.6 m to 0.9 m) is provided to reduce the hazards resulting from entanglement and tripping.

This appliance has a 3-prong grounding plug. To reduce the risk of electric shock, plug the power cord into a grounded (earthed) electrical outlet that is easily accessible.

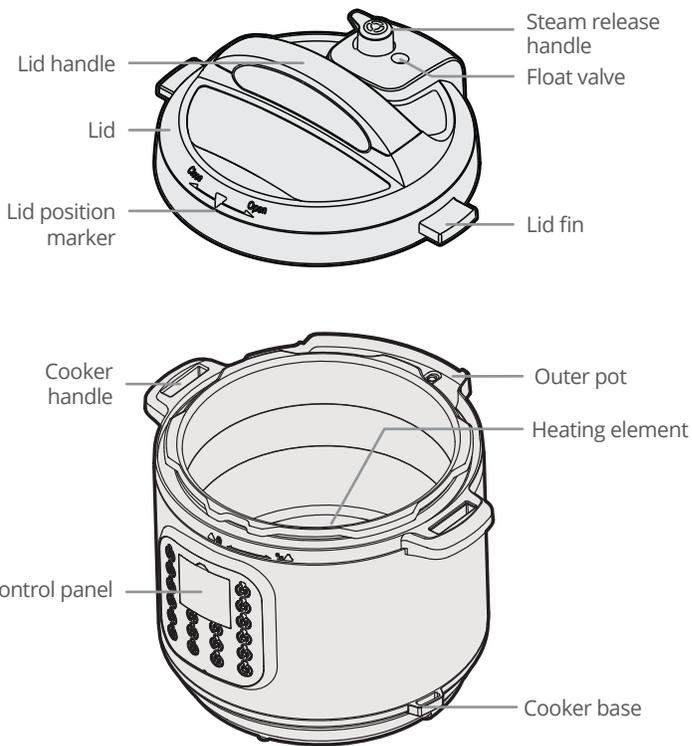


WARNING: Spilled food can cause serious burns. Keep appliance and cord away from children. Never drape cord over edge of counter, never use power outlet below counter, and never use with an extension cord.

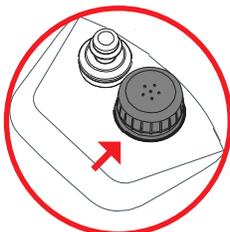
Product Specifications

Model	Power Supply	Rated Power	Volume	Inner Pot Dimensions	Product Dimensions	Weight
Nova Plus 60	120V~60Hz	1000 W	6 quart	15.7x 23.9 cm 6.2 x 9.4 in.	34L x 31W x 31.7H cm 13.4 x 12.2 x 12.5 in.	5.22 kg 11.5 lbs

Overview



Anti-block Shield



To install:
Position the anti-block shield in place and push down



To remove:
Using your thumb, push the side of the anti-block shield towards the lid rim and lift up with some effort. The anti-block shield should pop out

Control and Features



**ONE TOUCH
CONTROLS**

Perfect cooking results
with built-in automatic
programs

Control Panel for the Nova Plus

The control panel of your Instant Pot® Nova Plus consists of a LCD display, cooking program keys, operation keys, +/- keys to adjust time, a Keep Warm key and a Cancel key.



Instant Pot® is a programmed smartcooker that has preset cooking times for different food ingredients and cooking methods. It also remembers your most recent settings per cooking program for a more personalized cooking experience.

To return to the factory default settings, press Cancel to return the cooker to standby mode displaying OFF.

- 1) For individual cooking programs reset, press and hold the cooking program key until the cooker beeps, or
- 2) For global reset, press and hold the Cancel key until the cooker beeps

Control and Features



1 Sound ON/OFF

Press and hold the - key for 3 seconds to turn sound **OFF**.
Press and hold the + key for 3 seconds to turn sound **ON**.

2 The **Pressure Level** key toggles between High and Low pressure settings for pressure cooking programs. The **Pressure Level** key has no effect on non-pressure cooking programs: **Slow Cook**, **Sauté** and **Yogurt**.

3 The **Delay Start** key sets the delay time before a cooking program starts.

4 Cooker status icons

-  Indicates that cooker is heating and cooking is in progress
-  Indicates that a pressure cooking program is selected
-  Indicates keep warm function is ON or OFF after a cooking program is finished
-  Indicates sound is ON or OFF when cooking starts and finishes. Safety alerts cannot be turned OFF.

5 The **Keep Warm** key turns the Auto Keep Warm function **ON** and **OFF**.

6 The **Cancel** key ends a cooking program at anytime, or resets the cooker to factory default settings by pressing and holding this key until the cooker beeps.

Control and Features



Cooking Program Options

Programs	Modes	Suggested Uses	Notes for Users
 Soup Broth	Less	Soup without meat.	The soup/broth remains clear due to lack of boiling motion under pressure cooking.
	Normal	Soup with meat.	
	More	Rich bone broth.	
 Meat Stew	Less	Soft texture.	Choose different modes based on the meat texture desired.
	Normal	Very soft texture.	
	More	Fall-off-the bone meat texture.	
 Bean Chili	Less	Less soft texture.	Choose different modes based on the bean texture desired.
	Normal	Soft texture.	
	More	Very soft texture.	
 Poultry	Less	Soft texture.	Choose different modes based on the meat texture desired.
	Normal	Very soft texture.	
	More	Fall-off-the-bone texture.	
 Slow Cook	Less	Use as a food warmer or as a longer warm water soaking time.	Non-pressure cooking program. You may also use the Instant Pot® glass lid as an option.
	Normal	Corresponds to Low setting in some temperature controlled slow cookers.	
	More	Corresponds to High setting in some temperature controlled slow cookers.	
 Rice	Less	Al dente white rice.	Automated cooking program. LCD displays 'Auto'. The +/- keys will not work in this program.
	Normal	Normal texture white rice.	
	More	Softer texture white rice.	
 Multigrain	Less	Wild rice, brown rice, mung beans, etc.	Choose different modes based on the type of grains and the desired texture.
	Normal	Wild rice, brown rice, mung beans, etc.	
	More	Tough grains or a mixture of grains and beans.	Program includes 45 minutes of warm water soaking time prior to 60 minutes of pressure cooking.

Control and Features

Cooking Program Options

Programs	Modes	Suggested Uses	Notes for Users
Porridge	Less	Oatmeal.	DO NOT use Quick Release as thick liquid will spatter out and block the steam release valve. See page 17.
	Normal	White rice porridge/congee.	
	More	Rice porridge/congee with various rices and beans.	
Steam	Less	Vegetables.	Use the steam rack provided to elevate food above the water. Use Quick Release method to prevent food from overcooking.
	Normal	Fish and Seafood.	
	More	Meat.	
Sauté (Brown)	Less	Simmering, thickening and reducing liquids.	NEVER have the lid on when sautéing. Maximum time is 30 minutes as a safety precaution.
	Normal	Pan searing.	
	More	Stir-frying or browning meat.	
Yogurt	Less	Jiu Niang, a sweet fermented glutinous rice dessert.	Default fermentation time is 24:00 hours. You can adjust time based on your recipe.
	Normal	Fermenting milk when making yogurt.	
	More	Pasteurizing milk when making yogurt.	
Pressure Cook	Less	Manual programming of pressure level and cooking time according to your favourite recipes or cooking habits.	Press the Pressure Level key to adjust pressure levels and the + / - keys to change cooking time.
	Normal		
	More		

Pressure Cooking Programs - Working Pressure

Low Pressure: 5.8 - 7.2 psi (40 - 50 kPa); High Pressure: 10.2 - 11.6 psi (70 - 80 kPa)

Working Temperature: 115 - 118°C (239 -244°F)

Non-Pressure Cooking Programs

Keep Warm function: 63 - 78°C (145 ~ 172°F);

Slow Cook function: Less mode: 82-87.8°C / 180-190°F; Normal mode: 87.8-93°C / 190-200°F;

More mode: 93-99°C / 200-210°F;

Sauté function: Less mode: 135 -150°C (275 -302°F); Normal mode: 160 -176°C (320 -349°F);

More mode: 175 - 210°C (347 - 410°F)

Getting Started

- 1 Read warning cards and warning labels. Remove all packaging materials and removable warning cards from the cooker and accessories.
- 2 Clean the inner pot, lid and accessories with water and detergent before the first use.
- 3 Install the condensation collector at the rear of the cooker by aligning the top of the collector with the guides on the cooker and press in.



- 4 Place the steam release handle on the lid.



 The steam release handle does not lock tight into the lid but will fit loosely.

Getting Started

Before using your Instant Pot®:

- 1 To remove the lid, hold the handle, turn the lid counterclockwise and lift.



- 2 Remove the inner pot from the cooker.
- 3 Add food and liquids to the inner pot as the recipe directs. If required, place the steam rack on the bottom of the inner pot first. Always add at least 18 fl oz / 500 mL of liquid for minimum liquid requirement. See “Usage Tips” on page 20.
- 4 Wipe the outside of the inner pot dry. Make sure there is no food debris on the bottom side of the inner pot nor on the cooking element.
- 5 Put the inner pot back into the cooker. Rotate slightly to ensure that it is seated correctly.
- 6 Make sure the sealing ring rack is completely set in the groove on the inside of the sealing ring. Ensure there is no deformation on the sealing ring rack. Do not attempt to repair a deformed ring rack. Please contact the customer care team.
- 7 To place lid, reverse Step 1. Place the lid on the cooker, align the ▼ mark on the lid with the  ▲ (unlock) mark and turn clockwise to the ▲  (lock) mark.

Getting Started



- Make sure the steam release valve, float valve and anti-block shield are clean and free of debris.
- After putting the lid on, make sure the float valve on lid top drops down.
- Do not put the lid on for the **Sauté** program.



Initial Test Run



To familiarize yourself with the Instant Pot® and check if the cooker is working properly:

- 1 Add 3 measuring cups of water into the inner pot (~19 fl oz / 540 mL).
- 2 Close the lid. Turn the steam release handle to **Sealing** position.
- 3 Press the **Steam** button and press the **+ / -** keys to adjust time to 10 minutes.

The preheating cycle will start **after 10 seconds** and the cooker will display **On**. Traces of steam will release until the float valve pops up. The **Steam** program will begin when working pressure is reached. After the cooking cycle has completed, the cooker will beep and switch to **Keep Warm** mode if the **Auto Keep Warm** function is **ON**.

Pressure Cooking

The following are all pressure cooking programs: **Soup/Broth, Meat/Stew, Bean/Chili, Poultry, Rice, Multigrain, Porridge, Steam, and Pressure Cook.**

WARNING

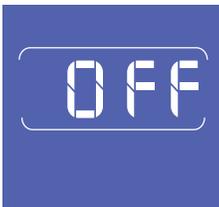
- Do not fill the inner pot more than 2/3 full. For food that expands during cooking such as rice or dried vegetables, do not fill the inner pot more than 1/2 full.
- After the cooking process has started, you can press **Cancel** at any time to end the program. The cooker then goes to standby mode.

1 Follow the steps in “Getting Started” pages 10 - 12.

2 Position the steam release handle to **Sealing**.



3 Connect the power cord. The LCD displays **OFF**, indicating that the cooker is in standby mode.



4 Select a pressure cooking program: **Soup/Broth, Meat/Stew, Bean/Chili, Poultry, Rice, Multigrain, Porridge, Steam, or Pressure Cook.**

Pressure Cooking

5 Optionally, personalize pressure cooking programs as follows:

To do this ...	Press this button...	Followed by these steps...
Change the cooking time	Cooking Program Key	Select between three preset cooking times, Less , Normal and More by pressing the cooking program key repeatedly
	+ / -	Add/subtract time; press and hold for faster changes (except for the <i>Rice Cooking Program</i>)
Change the cooking pressure	Pressure Level	Select either High or Low
Set the delayed cooking time	Delay Start	<ol style="list-style-type: none"> 1. Use the + / - buttons to set the hours 2. Press Delay Start again 3. Use the + / - buttons to set the minutes

6 10 seconds after choosing the settings, the cooker beeps 3 times and displays **On** to indicate that the cooker has entered preheating cycle. If using **Delay Start**, the **Delay Start** light indicator will light up and 10 seconds after selecting this program, the delayed cooking time count down will begin. When count down is finished, the cooker will display **On** for the preheating cycle. Depending on the amount of food and its temperature, the preheating cycle can last from a few minutes to 40 minutes or more. As the cooker heats up and pressure builds, the float valve rises. When working pressure is reached, the cooker enters the pressure cooking cycle and displays the remaining cooking time.

When the cooking cycle has finished, the cooker beeps and enters the **Keep Warm** mode if the **Auto Keep Warm** function is turned **ON**. The LCD displays the elapsed time (such as **00:02**). If **Cancel** is not pressed, the cooker will turn **OFF** after 10 hours.



**Users can switch Auto Keep Warm ON/OFF, adjust pressure level and cooking time at any time during the cooking process.

Pressure Cooking

- 7 Release the pressure using one of the following methods (refer to recipe):

Natural Release: Allow the cooker to cool down naturally until the float valve drops down. This may take 10 to 40 minutes, or even more, depending on the amount of food in the cooker. Place a wet towel on the metal part of the lid to speed up cooling (do not cover the steam release).

Quick Release: Turn the steam release handle to the **Venting** position to let steam out until the float valve drops down. Never pull out the steam release handle while releasing steam, as escaping steam is extremely hot and can cause scalding. When cooking food with large liquid volume or starch content, immediately turn the steam release handle back to the Sealing position at the first sign of spattering.

⚠️ WARNING

Quick Release should **ALWAYS** be closely attended.



Do not place hand over steam release valve



Do not lean face over cooker when it is in operation or releasing steam/pressure

- 8 Press **Cancel**. The LCD displays **OFF**, indicating that the cooker is in standby mode. Open the lid. **Make sure the float valve is down before opening the lid.**

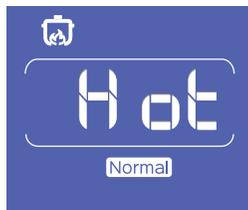
Non-Pressure Cooking

The following are all non-pressure cooking programs: **Sauté**, **Slow Cook**, **Yogurt** and **Keep Warm**.

Sauté

Connect the power cord. The LCD displays **OFF**, indicating that the cooker is on standby.

- 1 Select the **Sauté** program.
- 2 To change the cooking temperature, press **Sauté** key repeatedly to toggle between **Less** (for simmering or thickening sauce), **Normal** (for regular browning), and **More** (for stir-frying or blackening meat).
- 3 10 seconds after choosing the settings, the cooking process will start. The cooker will beep 3 times and the LCD displays **On** to indicate that the cooker has entered the preheating cycle. When the working temperature is reached, the LCD displays **Hot**.



- 4 Add food to the inner pot and sauté.
- 5 When you have finished sautéing the food, press **Cancel**. The LCD displays **OFF**, indicating that the cooker is in standby mode.

⚠️ WARNING

- Do not use the pressure cooker lid during **Sauté** program. The display will read **E1 E2** (the "Lid" error code) to prompt you to remove the lid. A glass lid with a venting hole may be used in substitution.
- As a safety precaution, the cooker automatically enters standby mode after 30 minutes if you have not pressed **Cancel**.

Non-Pressure Cooking

Slow Cook

- 1 You may use the Instant Pot® glass lid as an option. If using the pressure cooking lid, make sure the steam release handle is turned to **Venting**.



- 2 Connect the power cord. The LCD displays **OFF**, indicating that the cooker is on standby.
- 3 Select the **Slow Cook** program.
- 4 Optionally, modify the slow cooking program as follows:

To do this ...	Press this button...	Followed by these steps...
Change the cooking time	+ / -	Add / subtract time
Change the cooking temperature	Cooking Program Key	Select between three preset cooking temperatures, Less , Normal and More by pressing the cooking program key repeatedly
Set the delayed cooking time	Delay Start	<ol style="list-style-type: none"> 1. Use the + / - buttons to set the hours 2. Press Delay Start again 3. Use the + / - buttons to set the minutes

10 seconds after choosing the settings, the cooking program will start. The cooker will beep 3 times and the cooker will enter the cooking cycle. The LCD will display the remaining cooking time. If using **Delay Start**, the **Delay Start** light indicator will light up and 10 seconds after selecting this program, the delayed cooking time count down will begin.

When count down is finished, the cooking time begins.

Non-Pressure Cooking

- 5 When the cooking cycle has finished, the cooker will beep and enter the **Keep Warm** mode if the **Keep Warm** program is turned **ON**. The LCD will display the elapsed time (such as **00:02**). If **Cancel** is not pressed, the cooker will turn **OFF** after 10 hours.
- 6 If the lid is on, remove it by turning counterclockwise and lifting.
- 7 Press **Cancel**. The LCD displays **OFF**, indicating that the cooker is in standby mode.

Yogurt

1 Pasteurize Milk

- a) Add milk to the inner pot.
- b) Select the **Yogurt** program.
- c) Press the **Yogurt** key repeatedly to select the **More** mode.
10 seconds after choosing the settings, the heating process will begin.
The cooker will beep 3 times and the LCD will display **boiL**.



- d) When finished, the cooker will beep and the LCD will display **Yogt**.

If making yogurt in smaller containers: add 1 cup/250 ml of water to the inner pot, place the steam rack in the inner pot and put the containers on top of the steam rack, close the lid, select the **Steam** program and use the **+ / -** buttons to set time to 2 minutes. Make sure the steam release handle is in **Sealing** position when running the **Steam** program as this is a pressure cooking program. When complete, use the natural release method (page 17) and continue with steps 2 to 4.

*The advantages of pasteurizing milk are to 1) kill pathogens and harmful bacteria, and 2) denature milk proteins for easier absorption by the body.

Non-Pressure Cooking

2 Cool Milk

- Remove the inner pot and place it on a wire rack.
- Allow the milk to cool to 115°F/46°C. Test the milk temperature with a thermometer.

3 Add Starter Culture

- Add starter culture to the warm milk in the inner pot.
- Replace the inner pot and close the lid.



The steam release handle can be left in **Venting** or **Sealing** position.

4 Ferment Yogurt

- Select the **Yogurt** program and adjust to **Normal** mode.
- Press **+ / -** to set the fermentation time. Although the default fermentation time is 08:00 (8 hours), you can increase the cooking time up to 24 hours for easier absorption.
- When finished, the cooker will beep and the LCD will display **Yogt**.



Usage Tips

WARNING

- Extreme caution should be taken when moving the steam release handle to the **Venting** position. Keep hands and face away from the steam release openings. Failure to comply may result in scalding or serious injury.
- Do not attempt to open the lid until pressure inside the cooker is completely released. As a safety feature, until the float valve drops down the lid is locked and cannot be opened. **Do not force lid open.**
- When opening the lid, the inner pot may adhere to the lid. This is caused by vacuum due to cooling. Make sure the steam release handle is in the **Venting** position and all the steam is released.
- If the float valve is stuck, move the steam release handle to the **Venting** position. Once all the steam is released, push the float valve down with a pen or long utensil.
- Always add at least 18 fl oz. / 500 ml of water or other liquids so enough steam can be generated to cook under pressure. These include cooking sauces, wine, beer, stocks, juices of fruits and vegetables. Oils, oil-based sauces and thick cooking sauces do not have enough water content and will not account for the required liquid volume.
- Time to pressure and cooking time will vary according to the temperature and quantity of the ingredients. Food that is cold or frozen will take longer to cook than food that is at room temperature.
- When using the **Delay Start** program, allow sufficient cooling down time before serving.
- The **Delay Start** program is not recommended for porridge, oatmeal or other foamy and thick liquids. Cooking progresses should be monitored when cooking these foods.

Care and Cleaning

Unplug your Instant Pot® and let it cool to room temperature before cleaning.



• **All Instant Pot® inner pots, pressure cooker lids, and accessories are dishwasher safe.**

• Remove the inner pot and lid, and wash with detergent. Rinse with clear water and wipe dry with a soft cloth.

• Wipe the inner cooker base rim and slot with dry cloth to prevent rusting of the exterior cooker rim.

• Remove the sealing ring and anti-block shield from the underside of the lid. Wash with warm, soapy water, rinse with clear water and wipe dry with a soft cloth.

• **The sealing ring must always be properly positioned on the underside of the lid.**

• Clean the outer body with a damp soft cloth or sponge.

• Never use harsh chemical detergents, scouring pads or powders on any of the parts or components.

• Periodically check that the steam release valve and float valve are in good working order and free of debris.

Troubleshooting

If you experience any problems with the cooker, need technical assistance or product return information, please contact the Instant Pot support team using the methods below:

- Create a support ticket: www.InstantPot.com/support/
- Email: support@instantpot.com
- Call 1-800-828-7280 ext 2 for the customer care team.

You can also find tips, videos and FAQs on www.InstantPot.com/faq/

The issues in the following tables do not always indicate a faulty cooker. Please examine the cooker carefully before contacting the support team.

Problem	Possible reason	Solution
Difficulty with closing the lid	Sealing ring not installed properly	Position the sealing ring
	Float valve in the popped-up position	Slightly press the float valve downward
Difficulty with opening the lid	Pressure inside the cooker	Position the steam release handle to the venting position to release the internal pressure. Open the lid after the pressure is completely released
	Float valve stuck at the popped-up position	Ensure steam is completely released by turning steam release handle to Venting position, Press the float valve lightly with a long utensil. Open the lid cautiously and clean the float valve and lid before the next use.
Steam leaks from the side of the lid	No sealing ring	Install the sealing ring
	Sealing ring damaged	Replace the sealing ring
	Food debris attached to the sealing ring	Clean the sealing ring
	Lid not closed properly	Open then close the lid again

Troubleshooting

Problem		Possible reason	Solution
Float valve unable to rise		Too little food or water in inner pot	Add water according to the recipe
		Float valve obstructed by the lid locking pin	Close the lid completely, see "Getting Started" section
Steam comes out from the steam release valve non-stop		Steam release valve not in sealing position	Turn the steam release handle to the sealing position
		Pressure control fails	Contact support
Display flashes "Lid"		Lid is not in the correct position for the selected program	Close the lid for pressure cooking or open the lid for sautéing
Display remains blank after connecting the power cord		Bad power connection or no power	Inspect the power cord to ensure a good connection, check if the power outlet is active
		Cooker's electrical fuse has blown	Contact support
All LCDs flash with a code appearing on screen and the warning beep is ON	C1	Faulty temperature sensor	Contact support
	C2	Faulty temperature sensor	Contact support
	C5	Temperature is too high because inner pot is not placed into the cooker base	Insert the inner pot properly
		Temperature is too high because there is no water in inner pot	Put food and water in the inner pot
	C6	Faulty pressure sensor	Contact support
	C6H	Faulty HIGH pressure sensor	
	C6L	Faulty LOW pressure sensor	
Rice is half cooked or too hard		Too little water	Adjust dry rice and water ratio according to recipe
		Lid opened too early	After cooking cycle completes, leave the lid on for 5 more minutes
Rice is too soft		Too much water	Adjust dry rice and water ratio according to recipe

Troubleshooting

Problem	Possible reason	Solution
The cooker beeps 5 times and displays 'burn' message after the cooking program started.	Indication of overheating. The cooker has reduced the heating temperature, and may not reach cooking pressure	Starch deposits at the bottom of the inner pot might have clogged heat dissipation. Stop the cooker and inspect the bottom of the inner pot
Occasional ticking or light cracking sound	The sound of power switching and expanding pressure board when changing temperature	This is normal
	Bottom of the inner pot is wet	Wipe bottom of the inner pot dry before cooking
Steam leaks from float valve for over 2 minutes	Food debris on the float valve silicone seal	Clean the float valve silicone seal
	Float valve silicone ring worn- out or missing	Replace the float valve silicone ring
Self-diagnosed Warning Displays	The word "Food burn" is displayed because food is burnt on inner pot	Remove food from cooker and deglaze inner pot, then reintroduce food
	The word "no pr" is displayed because there is not enough pressure	Add a minimum 1.5 cups (375 mL) of a thin liquid to the inner pot
	The word "PrSE" is displayed because of excess pressure.	If pressure has not fully released after 60 minutes contact the Customer Care Team.

Warranty

Limited Warranty

This Limited Warranty is effective for one year from the date of original consumer purchase. Proof of original purchase date and, if requested by an authorized representative of Instant Brands Inc. ("Instant Brands"), return of your appliance, is required to obtain service under this Limited Warranty. Provided that this appliance is operated and maintained in accordance with written instructions attached to or furnished with the appliance, Instant Brands will, in its sole and exclusive discretion, either: (i) repair defects in materials or workmanship; or (ii) replace the appliance. In the event that your appliance is replaced, the Limited Warranty on the replacement appliance will expire 12 months from the date of original consumer purchase.

This Limited Warranty extends only to the original purchaser and use of the appliance in the United States of America and Canada. This warranty does not cover units that are used outside of the United States of America and Canada.

Any modification or attempted modification to your appliance may interfere with the safe operation of the appliance and will void this Limited Warranty. This Limited Warranty does not apply in respect of any appliance or any part thereof that has been altered or modified unless such alterations or modifications were expressly authorized by an Instant Brands representative.

Limitation and Exclusions

The liability of Instant Brands, if any, for any allegedly defective appliance or part shall in no circumstances exceed the purchase price of a comparable replacement appliance.

This Limited Warranty does not cover:

1. Damage resulting from accident, alteration, misuse, abuse, neglect, unreasonable use, use contrary to the operating instructions, normal wear and tear, commercial use, improper assembly, disassembly, failure to provide reasonable and necessary maintenance, fire, flood, acts of God or repair by anyone unless directed by an Instant Brands Representative;
2. Repairs where your appliance is used for other than normal, personal use or when it is used in a manner that is contrary to published user or operator instructions; or
3. Use of unauthorized parts and accessories, or repairs to parts and systems resulting from unauthorized repairs or modifications made to this appliance.

The cost of repair or replacement under these excluded circumstances shall be borne by you.

Disclaimer of Implied Warranties

Warranty

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY LAW, INSTANT BRANDS MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY STATUTE, USAGE, CUSTOM OF TRADE OR OTHERWISE WITH RESPECT TO THE APPLIANCES OR PARTS COVERED BY THIS WARRANTY, INCLUDING BUT NOT LIMITED TO, WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF WORKMANSHIP, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR DURABILITY.

Some states or provinces do not allow for the exclusion of implied warranties of merchantability or fitness, so this limitation may not apply to you. In these states and provinces, you have only the implied warranties that are expressly required to be provided in accordance with applicable law.]

Limitation of Remedies; Exclusion of Incidental and Consequential Damage

YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE APPLIANCE REPAIR OR REPLACEMENT AS PROVIDED HEREIN. INSTANT BRANDS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE APPLIANCE OR DAMAGES WITH RESPECT TO ANY ECONOMIC LOSS, PERSONAL INJURY, LOSS OF PROPERTY, LOSS OF REVENUES OR PROFITS, LOSS OF ENJOYMENT OR USE, COSTS OF REMOVAL, INSTALLATION OR OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND.

Warranty Registration

Please visit <https://instantpot.com/support/register/> to register your new Instant Brands™ appliance and validate your warranty within thirty (30) days of purchase. You will be asked to provide the store name, date of purchase, model number (found on the back of your appliance) and serial number (found on the bottom of your appliance) along with your name and email address. The registration will enable us to keep you up to date with product developments, recipes and contact you in the unlikely event of a product safety notification. By registering, you acknowledge that you have read and understand the instructions for use, and warnings set forth in the accompanying instructions.

Warranty Service

To obtain service under this warranty, please contact our Customer Service Department by phone at 1-800-828-7280 or by email to support@instantpot.com. You can also create a support ticket online at www.InstantPot.com/support. If we are unable to resolve the problem, you may be asked to send your appliance to the Service Department for quality inspection. Instant Brands is not responsible for shipping costs related to warranty service, save and except for shipping costs associated with the return of your appliance from Canada or within the 48 contiguous states and the District of Columbia of the United States of America, as provided herein. When returning your appliance, please include your name, mailing address, email address, phone number, and proof of the original purchase date as well as a description of the problem you are encountering with the appliance.

Instant Pot®

The Instant Pot® Products



Lux
3, 6, 8 Quart

Duo
3, 6, 8 Quart

Max
6 Quart

Duo Plus
3, 6, 8 Quart

Ultra
3, 6, 8 Quart

Tools for a New Lifestyle

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