

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ALEXIS WILLIAMS,

Docket No.:

Plaintiff,

v.

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

IB APPLIANCES US HOLDINGS, LLC
d/b/a INSTANT POT BRANDS, INSTANT
BRANDS, LLC, CORELLE BRANDS, LLC and
INSTANT BRANDS, INC.,

Defendants.

COMPLAINT

Plaintiff, **ALEXIS WILLIAMS**, (hereafter referred to as “Plaintiff”), by and through undersigned counsel, **JOHNSON BECKER, PLLC**, hereby submits the following Complaint and Demand for Jury Trial against Defendants **IB APPLIANCES US HOLDINGS, LLC d/b/a INSTANT POT BRANDS, INSTANT BRANDS, LLC and CORELLE BRANDS, LLC and INSTANT BRANDS, INC.**, (hereafter collectively referred to as “Instant Pot” and/or “Defendants”), and alleges the following upon personal knowledge and belief, and investigation of counsel:

NATURE OF THE CASE

1. Instant Pot designs, markets, imports, distributes, and sells a wide-range of consumer kitchen products, including the subject “Instant Pot Duo Nova 60 Electric Pressure Cooker” (referred to hereafter as “pressure cooker(s)” or “subject 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, 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 to the contrary, 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 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 alike.

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 alike.

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

¹ See, generally, <https://web.archive.org/web/20220320183036/https://instantpot.com/wp-content/uploads/2018/01/11-Safety-Features.pdf> (last accessed June 5, 2026).

PLAINTIFF ALEXIS WILLIAMS

7. Plaintiff is a resident and citizen of the City of Bessemer, County of Jefferson, State of Alabama and remains domiciled in the same. Plaintiff therefore is a resident and citizen of the State of Alabama for purposes of diversity pursuant to 28 U.S.C. § 1332.

8. On or about August 3, 2023, Plaintiff suffered serious and substantial burn injuries while living in New York 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 measures,"² which purport to keep the consumer safe while using the pressure cooker. In addition, the incident occurred as a result of Defendant's failure to redesign the pressure cooker, despite the existence of economical, safer alternative designs.

THE INSTANT POT DEFENDANTS

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

10. Defendant boasts that, with the Instant Pot "[l]ife is better in an instant"³ and that their products come with "the smarts (hello, tech-savvy presets) and the moves (hey, steam release) to make your meals come together with no fuss, all flavor."⁴

11. On June 12, 2023, Instant Pot Brands, then known as Instant Brands, LLC, commenced Chapter 11 Bankruptcy proceedings in the United States Bankruptcy Court for the Southern

² *Id.*

³ See <https://instantpot.com/pages/about-instant-pot> (last accessed June 5, 2026).

⁴ *Id.*

District of Texas, and an automatic stay was imposed. See *In re: Instant Brands Acquisition Holdings, Inc., et. al.*, 4:2023-bk-90716 [Dkt. 1].

12. On March 6, 2024, GuangDong Midea Consumer Electric Manufacturing Company Limited (“Midea”) appealed the bankruptcy court’s approval of the Debtor’s Reorganization Plan to the United State District Court for the Southern District of Texas.

13. On March 25, 2025, the district court ruled against Midea, affirming the bankruptcy court’s judgment and on April 9, 2025, Midea appealed the district court’s decision to the Fifth Circuit Court of Appeals.

14. On March 18, 2026, the Fifth Circuit rendered a decision affirming the bankruptcy court’s confirmation of the Debtor’s Reorganization Plan, and the mandate was issued to the District Court.

15. On May 29, 2026, counsel overseeing bankruptcy proceedings submitted a stipulation to the bankruptcy court proposing, among other things, that the stay be lifted effective July 9, 2026. That stipulation was signed by the bankruptcy court June 1, 2026.

16. The order provides:

After July 8, 2026, the stay imposed by the Confirmation Order shall terminate and be of no further force or effect, and all associated deadlines which were previously tolled under the Confirmation Order, including but not limited to any statute of limitations, time to file notices of removal, response deadlines, or any similar deadlines, shall be reinstated to the same extent as such periods existed prior to entry of the Confirmation Order and/or as otherwise provided by applicable law. This extends to all parties to any action on account of a Product Liability Claim stayed by reason of the Confirmation Order.

See *In re: Instant Brands Acquisition Holdings, Inc., et. al.*, 4:2023-bk-90716 [Dkt. 1649].⁵

⁵ A copy of the Joint Stipulation and Agreed Order Regarding Stay Under Confirmation Order is attached hereto as “Exhibit A.”

17. IB Appliances US Holdings, LLC d/b/a Instant Pot Brands is a Delaware Limited Liability Company with its principal place of business located at 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. Its sole member is Mayank Singh. Mayank Singh's registered address is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. It is therefore deemed a citizen of the State of Illinois for purposes of diversity pursuant to 28 U.S.C. § 1332.

18. Corelle Brands, LLC is a Delaware Limited Liability Company with its principal place of business located at 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. Its sole member is Instant Brands Holdings, Inc. Instant Brands Holdings, Inc.'s registered address is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. It is therefore deemed a citizen of the State of Illinois for purposes of diversity pursuant to 28 U.S.C. § 1332.

19. Instant Brands, LLC is a Delaware Limited Liability Company with its principal place of business located at 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. Its sole member is Instant Brands Holdings, Inc. Instant Brands Holdings, Inc.'s registered address is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. It is therefore deemed a citizen of the State of Illinois for purposes of diversity pursuant to 28 U.S.C. § 1332.

20. Instant Brands, Inc. is a Delaware Corporation with its principal place of business located at 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515. It is therefore deemed a citizen of the State of Illinois for purposes of diversity pursuant to 28 U.S.C. § 1332.

JURISDICTION AND VENUE

21. 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.

22. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 in that Defendant maintains a principal place of business in this district and is deemed a citizen of this district for purposes of diversity pursuant to 28 U.S.C. § 1332.

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

FACTUAL BACKGROUND

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

25. The subject pressure cookers purport to be designed with “11 Safety Mechanisms” to “eliminate many common errors that may cause harm or spoil food,”⁶ misleading the consumer into believing that the pressure cookers are reasonably safe for their normal, intended use. These “safety mechanism” allegedly include:

“(1) **Pressure Regulator** ensures the working pressure below the safety limit.

(2) **Anti-Blockage Vent** prevents food debris from blocking the vent.

(3) **Safety lid lock** prevents accidental opening of the cooker while it is pressurized.

(4) Designed with a **sensor for lid position detection**, monitors whether the lid is in an unsafe position for pressure cooking.

(5) **Automatic temperature control** regulates temperature based on the type of program being selected.

(6) **Temperature monitoring** avoids burning food.

(7) **Pressure controller** keeps pressure always in the safe range.

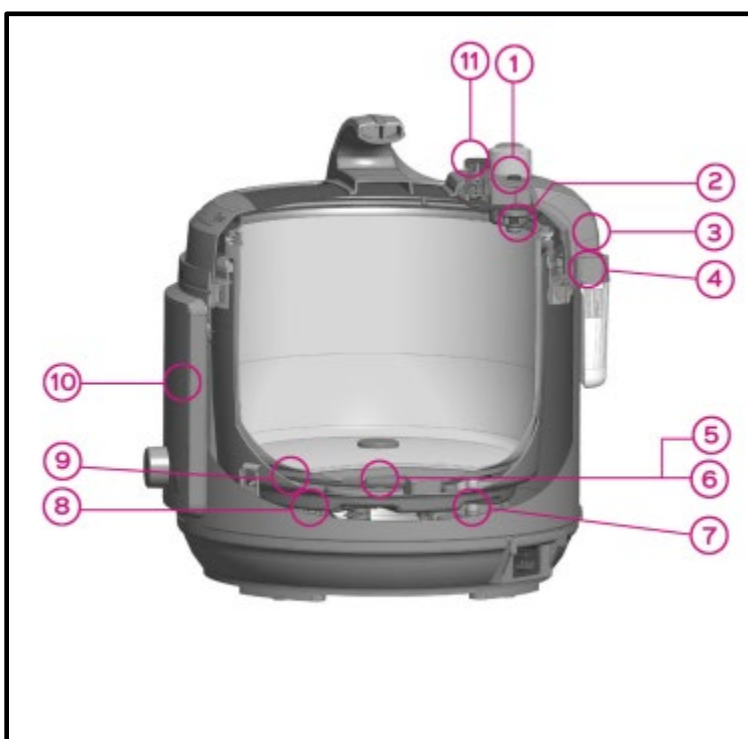
⁶ See <https://web.archive.org/web/20220320183036/https://instantpot.com/wp-content/uploads/2018/01/11-Safety-Features.pdf> (last accessed June 5, 2026).

(8) **Electrical current and temperature fuse** cuts off power if the current or internal temperature exceeds safety limits.

(9) **Pressure protection** releases excess pressure into internal chamber in a dangerous situation.

(10) **Smart detection of leaky lid** (e.g. steam release is in the open position).

(11) **Quick Release Button** automatically resets the [pressure cooker] to the **Sealing** position when you open or close the lid if the button is in the venting position.”⁷



See <https://web.archive.org/web/20220320183036/https://instantpot.com/wp-content/uploads/2018/01/11-Safety-Features.pdf> (last accessed June 5, 2026)

26. Notwithstanding Defendant’s representations concerning safety, its pressure cookers suffer from a series of fatal defects and are not compliant with industry standards, including, but not limited to, UL 1026 and UL 136 due to the ability to remove the lid of the pressure cooker while it remains pressurized using nominal force.

⁷ *Id.*

27. By reason of the forgoing acts or omissions, the above-named Plaintiff used 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.

28. However, 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, and the unit's lid unexpectedly and suddenly blowing off the pot in an explosive manner. The contents of the pressure cooker were forcefully ejected out of the pot and onto Plaintiff, causing severe burns.

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

30. 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 and similar consumers in danger while using the pressure cookers.

31. 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.

32. 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.

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

34. 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 their knowledge of the pressure cookers' defects from the general public and continues to generate a substantial profit from the sale of its pressure cookers, demonstrating a callous, reckless, willful, and depraved indifference to the health, safety, and welfare of Plaintiff and consumers alike.

35. 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.

36. 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

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

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

39. Defendant's Pressure Cookers were in the same or substantially similar condition as when they left the possession of Defendant when Plaintiff used the pressure cooker, including through the time of the incident.

40. Plaintiff did not misuse or materially alter the pressure cooker, including through the time of the incident.

41. 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.

42. Further, a reasonable person would conclude that the possibility 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 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. Defendants failed to adequately test the pressure cookers to ensure they were UL compliant and would not allow the lid to be removed while the cooker was still pressurized;
- e. Defendant failed to conduct an adequate failure modes and effects analysis ("FMEA") to ensure the safety of its pressure cookers;
- f. Defendant failed to warn and place adequate warnings and instructions on the pressure cookers; and
- g. 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.

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

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

COUNT II
NEGLIGENT DESIGN DEFECT

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

45. Defendant is the manufacturer, seller, distributor, marketer, and supplier of the subject pressure cookers, which were negligently designed.

46. 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.

47. As a result, the subject pressure cooker, including Plaintiff's pressure cooker, contain defects in their design which render them unreasonably dangerous to consumers, such as the Plaintiff, when used as intended or as reasonably foreseeable to Defendant, which causes an unreasonable increased risk of injury, including, but not limited to, first-, second-, and third-degree burns.

48. Plaintiff in this case used the pressure cooker in a reasonably foreseeable manner and did so as substantially intended by Defendant.

49. The subject pressure cooker was not materially altered or modified after being manufactured by Defendant and before being used by Plaintiff.

50. 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.

WHEREFORE, Plaintiff demands judgment in against Defendant for damages, together

with interest, costs of suit, and all such other relief as the Court deems proper.

COUNT III
NEGLIGENT FAILURE TO WARN

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

52. At the time in which the subject 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.

53. 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.

54. As a direct and proximate result of Defendant's failure to warn of the dangers of its pressure cookers, the Plaintiff in this case suffered injuries and damages described herein.

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

COUNT IV
NEGLIGENCE

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

56. 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 Plaintiff's family.

57. Defendant failed to exercise ordinary care in the design, 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.

58. 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. Failed to report incidents of injuries, as required by the Consumer Products Safety Act (CPSA);
- c. Failed to ensure the pressure cookers complied with UL 136/2016;
- d. Placed an unsafe product into the stream of commerce; and
- f. Was otherwise careless or negligent.

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, together with interest, costs of suit, and all such other relief as the Court deems proper.

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

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

61. 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.

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

63. 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.

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

65. 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.

WHEREFORE, Plaintiff demands judgment in Plaintiff's favor and against Defendant for damages, together with interest, costs of suit, and all such other relief as the Court deems proper.

COUNT VI
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

67. 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.

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

69. 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.

70. Plaintiff used the 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.

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

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

DEMAND FOR JURY TRIAL

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 exemplary damages if applicable, to which Plaintiff is entitled by law, as well as all costs of this action and interest 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 in excess of \$75,000 to compensate Plaintiff's injuries, economic losses and pain and suffering sustained as a result of the use of the Defendant's pressure cooker;
- 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,

JOHNSON BECKER, PLLC

Date: July 9, 2026

/s/ Adam J. Kress, Esq.

Adam J. Kress, Esq. (ARDC #6335281)

Zack Kaylor, Esq.

Pro Hac Vice to be filed

Anna R. Rick, Esq.

Pro Hac Vice to be filed

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Attorneys for Plaintiff

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

JOHNSON BECKER, PLLC, 444 Cedar Street, Suite 1800, St. Paul, MN 55101; (612) 436-1800

DEFENDANTS

IB APPLIANCES US HOLDINGS, LLC d/b/a INSTANT POTS BRANDS, INSTANT BRANDS, LLC, CORELLE BRANDS, LLC, and INSTANT BRANDS, INC.

County of Residence of First Listed Defendant DUPAGE, IL

(In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

BRYAN CAVE LEIGHTON PAISNER LLP, 1290 Avenue of the Americas, New York, NY 10104; (212) 541-2000

II. BASIS OF JURISDICTION (Check one box, only.)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government not a party.)
- ☒ 4 Diversity
(Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)
(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in This State	☐ 4	☒ 4
Citizen of Another State	☒ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES	
☐ 110 Insurance	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☒ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act PROPERTY RIGHTS ☐ 820 Copyright ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 (DTSA) ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729 (a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act (TCPA) ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Arts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
☐ 120 Marine					
☐ 130 Miller Act					
☐ 140 Negotiable Instrument					
☐ 150 Recovery of Overpayment & Enforcement of Judgment					
☐ 151 Medicare Act					
☐ 152 Recovery of Defaulted Student Loan (Excludes Veterans)					
☐ 153 Recovery of Veteran's Benefits					
☐ 160 Stockholders' Suits					
☐ 190 Other Contract					
☐ 195 Contract Product Liability					
☐ 196 Franchise					
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/ Disabilities-Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	BANKRUPTCY ☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 IMMIGRATION ☐ 462 Naturalization Application ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition) ☐ 465 Other Immigration Actions	FORFEITURE/PENALTY ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAXES ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Check one box, only.)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

28 USC 1332

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

N/A

VIII. REQUESTED IN COMPLAINT:

☐ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: ☒ Yes ☐ No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

☐ Yes ☒ No If yes, Case #

Name of Judge

Date: July 9, 2026

Signature of Attorney of Record /s/ Adam Kress

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.