

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

MYRON ANDERSON and BRENDA
WEAVER, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ELECTROLUX HOME PRODUCTS, INC.,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

CLASS ACTION

CLASS ACTION COMPLAINT

Plaintiffs Myron Anderson and Brenda Weaver, individually and on behalf of all others similarly situated (the “Class”), through their undersigned counsel, allege as follows against Defendant Electrolux Home Products, Inc. (“Electrolux”).

INTRODUCTION

1. Plaintiffs and the Class are purchasers of Electrolux ranges, including those sold under the Electrolux, AEG, Frigidaire, and Kenmore brand names (the “Ranges”), that include dangerous latent defects in the design, or in the manufacture, of their front-mounted burner control knobs that make the Ranges susceptible to unintentional actuation (the “Defect”). When the knobs on the Ranges are accidentally and inadvertently contacted, the Ranges actuate without warning and cause the ignition of gas Range burners and heating of electric Range cooktops unbeknownst to the consumer. This unintentional actuation of the Ranges thus creates hazardous conditions—leaking gas or heating electric cooktops to extreme temperatures—and serious risk of fire, property damage, and personal injury.

2. The Ranges span several model numbers, but they all contain the same defect and are all subject to unintentional actuation. All the Ranges, gas and electric, contain the same, or

substantially similar, front-mounted burner control knobs which are identically or similarly designed and, as a result, are prone to, and do, rotate as a result of minor, inadvertent contact causing them to unintentionally actuate.

3. The defective condition of the Ranges is the result of the minimal depression required to push the burner control knobs in and low force the knobs need to travel to the “on” position, which is inadequate to prevent unintentional actuation. In other words, the ease with which the knobs can be pushed in and rotated without resistance fails to prevent the Ranges from being actuated inadvertently.

4. Further, the control knobs are placed on the Ranges without the necessary guards to prevent such unintentional actuation.

5. The propensity of the Ranges to be unintentionally actuated—i.e., turned on by accident—creates a significant and largely unappreciated safety risk for Plaintiffs and the Class. This defective condition renders the Ranges hazardous and unsafe for normal and expected use. The Defect substantially impedes the central function of the Ranges, which serve one purpose: safe cooking.

6. Since at least 2013, Electrolux has known that its Ranges were susceptible to unintentional actuation. Consumers have filed numerous incident reports about the Defect with the U.S. Consumer Product Safety Commission (the “CPSC”), which the CPSC has in turn sent to Electrolux. Consumers have also filed complaints with Electrolux directly via online product reviews posted to Electrolux’s website and indirectly via reviews posted to the websites of third-party retailers.

7. Because the existence of the Defect was concealed by Electrolux, Plaintiffs and the Class were deceived and deprived of the benefit of their bargain. A range that turns on without a consumer’s knowledge has no value because it cannot be used safely. Alternatively, the Ranges

have far less value than promised at the point of sale, because a range prone to unintentional actuation, and the attendant risk of harm, is less valuable than one that operates safely.

8. The below allegations are based upon personal knowledge as to Plaintiffs' conduct and are made on information and belief as to the acts of others.

JURISDICTION AND VENUE

9. This Court has original jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because (a) at least one member of the Class is a citizen of a state different from that of Defendant, (b) the amount in controversy exceeds \$5,000,000, exclusive of interest and costs, (c) the Class consists of more than 100 class members, and (d) none of the exceptions under 28 U.S.C. § 1332(d) apply to this action.

10. The United States District Court for the Western District of North Carolina has jurisdiction over Defendants because Defendants transact business in North Carolina, have purposely availed themselves of the laws of North Carolina, and because many of the specific events giving rise to this action occurred in North Carolina.

11. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. Defendants have marketed, advertised, and sold the Ranges, and otherwise conducted extensive business, within this District.

PARTIES

12. Plaintiff Brenda Weaver is a citizen and resident of Oak Island, North Carolina.

13. Plaintiff Myron Anderson is a citizen and resident of Avon, Indiana.

14. Defendant Electrolux Home Products, Inc. is a wholly owned subsidiary of Electrolux AB. Electrolux Home Products is a Delaware corporation with its headquarters in Charlotte, North Carolina.

15. Electrolux Home Products is and has at all relevant times been in the business of distributing, marketing, promoting, and selling the Ranges described herein throughout the United States and in this jurisdiction. Electrolux Home Products engages in a continuous course of business in this District and sells thousands of ranges and other consumer goods in this District every year.

16. Electrolux Home Products (“Electrolux”) is in the business of manufacturing, producing, distributing, and selling consumer appliances, including Ranges, to customers throughout the United States, both directly and through its network of authorized resellers.

ALLEGATIONS SPECIFIC TO PLAINTIFFS

A. Plaintiff Weaver

17. On or about September 29, 2020, Ms. Weaver purchased a new Frigidaire Range Model Number FGGH3047VF from Lowe’s—an authorized Electrolux reseller—in Southport, North Carolina for \$1,186.56.

18. Ms. Weaver reviewed Electrolux marketing materials before she purchased her Range.

19. Ms. Weaver was aware that her Range was covered by an Electrolux warranty. The warranty was included in the user manual that came with his Range. The warranty provides that Electrolux warrants against defects in materials and workmanship for one year. Absent this warranty, Ms. Weaver would not have purchased her Range.

20. Ms. Weaver purchased the Range for personal, family, or household use.

21. Ms. Weaver uses, and at all times has used, her Range in a normal and expected manner.

22. Shortly after installation, Ms. Weaver noticed that her Range was being actuated unintentionally. The Range’s knobs will rotate with light pressure and, in doing so, ignite its gas burners. The issue remains on-going.

23. Ms. Weaver and her family still use the Range, but Ms. Weaver checks to make sure it has not been inadvertently actuated before she goes to bed.

24. Before purchasing his Range, Ms. Weaver did not and could not have known that her Range suffered from the Defect. Had Electrolux disclosed the Defect prior to her purchase of the Range on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Ms. Weaver would not have purchased the Range or would have paid substantially less. As a direct result of Electrolux's conduct, Ms. Weaver has suffered significant economic injury.

B. Plaintiff Anderson

25. On December 15, 2020, Mr. Anderson purchased a new Frigidaire Range Model Number FGEH3047VF from Lowe's—an authorized Electrolux reseller—in Avon, Indiana for \$1,619.00 plus tax.

26. Mr. Anderson reviewed Electrolux marketing materials before he purchased his Range.

27. Mr. Anderson was aware that his Range was covered by an Electrolux warranty. The warranty was included in the user manual that came with his Range. The warranty provides that Electrolux warrants against defects in materials and workmanship for one year. Absent this warranty, Mr. Anderson would not have purchased his Range.

28. Mr. Anderson purchased the Range for personal, family, or household use.

29. Mr. Anderson uses, and at all times has used, his Range in a normal and expected manner.

30. The Range's knobs will rotate with light pressure and, in doing so, activate its electric burners. Mr. Anderson first noticed his Range's propensity for inadvertent activation in

March 2021 when it was unintentionally turned on and a non-flammable, scratch-prevention pad kept on the cooktop caught fire.

31. This precise scenario happened again (inadvertent activation of a Range caused a second cooktop cover to catch fire) in the summer of 2022.

32. Unintentional activation of the Range caused a third cooktop cover to catch fire on or about July 3, 2023.

33. To try and circumvent this on-going issue, Mr. Anderson recently purchased replacement range knobs from RangeSafe for \$130.

34. Before purchasing his Range, Mr. Anderson did not and could not have known that his Range suffered from the Defect. Had Electrolux disclosed the Defect prior to his purchase of the Range on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Mr. Anderson would not have purchased the Range or would have paid substantially less. As a direct result of Electrolux's conduct, Mr. Anderson has suffered significant economic injury.

FACTUAL ALLEGATIONS COMMON TO THE CLASS

A. The Ranges

35. The Ranges each have front-mounted knobs that control the cooktop's burners, for example:¹

¹ Picture on left: <https://www.frigidaire.com/en/p/kitchen/ranges/gas-ranges/FGGH3047VF>. (Model Number FGGH3047VF, which is the model owned by Plaintiff Weaver). Picture on right: <https://www.frigidaire.com/en/p/kitchen/ranges/electric-ranges/FGEH3047VF> (Model Number FGEH3047VF, which is the model owned by Plaintiff Anderson).



36. The models at-issue include all other models (discontinued or still available for sale) containing substantially similar front-mounted burner controls.

37. The National Home Builders Association states that the useful life of a gas range is 15 to 23 years, with 19 years being the average.² The National Home Builders Association also states that the useful life of an electric range is 13 to 20 years, with 16 years being the average.³

B. The Defect

38. Consumers reasonably expect that Ranges can only be actuated by intentional and deliberate action. Stated another way, consumers would not anticipate that inadvertent contact with a Range’s burner controls—while cooking or performing other activities in its proximity, or by pets or children—will actuate the Range. However, because of the Defect, inadvertent contact with the burner controls may, and has, resulted in unintended actuation of Ranges. Indeed, inadvertent

² <https://www.mrappliance.com/expert-tips/appliance-life-guide/>

³ *Id.*

contact with burner controls by pets and children has caused Ranges to actuate and create fires and emit deadly gases.

39. Unfortunately, and unbeknownst to consumers, because of the Defect, each knob actuates the Ranges through a single smooth motion—a push motion with a twist—requiring minimal depression and force. Plaintiffs allege that this is a defect in the design, or alternatively, a manufacturing defect wherein the Ranges differ uniformly from the manufacturer’s intended result or design. The Ranges do not conform to industry standards, or to a reasonable consumer’s expectation, because the knobs are susceptible to unintentional actuation rendering the Ranges dangerously defective.

40. The process to actuate a Range should and is intended to be the result of two separate and distinct purposeful actions: a first action (pushing the control knob in), followed by a second action (rotating the knob to the desired heating level):

41. The user manuals for the Ranges purchased by Plaintiffs describe the process as such:⁴

⁴<https://na2.electroluxmedia.com/Original/Electrolux/Electrolux%20Assets/Document/Complete%20Owners%20Guide/English/A13080901en.pdf>. (Model Number FGGH3047VF); https://na2.electroluxmedia.com/Original/Electrolux/Electrolux%20Assets/Document/Complete%20Owners%20Guide/English/A13080703_en.pdf (Model Number FGEH3047VF).

SETTING SURFACE CONTROLS

Setting surface controls

The ability to heat food quickly and in large volumes increases as the burner size increases. Your gas appliance may be equipped with many different sized surface burners.

It is important to select cookware that is suitable for the amount and type of food being prepared. Select a burner and flame size appropriate for the cookware size.

- The standard size burner or burners may be used for most surface cooking needs.
- Small burners are best used for low-flame heating of small amounts of food.
- Large burners are best for bringing large quantities of liquid to temperature or heating larger quantities of food.

Setting a surface burner:

1. Place cooking utensil on center of surface burner grate. Be sure the cooking utensil rests stable on the burner grate.
2. Push the burner's surface control knob in and turn counterclockwise out of the OFF position (Figure 7).
3. Release the surface control knob and rotate to the LITE position (☞). Visually check that the burner has a steady gas flame.
4. Once the surface burner has a flame, push the surface control knob in and turn counterclockwise to the desired flame size setting. Adjust the flame as needed using the knob markings.

IMPORTANT

- NEVER place or straddle a cooking utensil over two different surface cooking areas at the same time unless the cookware is specifically designed for the purpose.
- DO NOT cook with a surface control knob left in the lite position (☞). The electronic ignitor will continue to spark. Turn the control knob out of the lite position and adjust the flame size.
- Do not place aluminum foil, or ANY material that can melt on the range cooktop. If items melt, they may permanently damage the appearance of the cooktop.

CAUTION

Do not place flammable items such as plastic wrappings, spoon holders, or plastic salt and pepper shakers on the cooktop when it is in use. These items could melt or ignite. Potholders, towels, or wooden spoons could catch fire if placed too close to the surface burners.

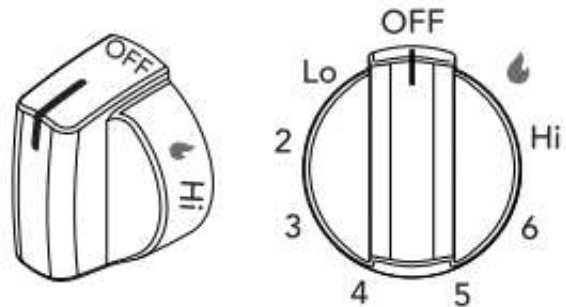


Figure 7: Surface control knob

NOTE

- When setting a surface control knob to the lite position, all of the electronic surface ignitors will spark at the same time. However, only the surface burner you are setting will ignite.
- In the event of an electrical power outage, the surface burners may be lit manually. To light a surface burner, hold a lit match to the burner head, then slowly turn the surface control knob to lite. Once the burner ignites, push in and turn knob out of lite then to the desired flame setting. Use caution when lighting surface burners manually.

SETTING SURFACE CONTROLS

Single radiant surface elements

To operate the single radiant element:

1. Place correctly sized cookware on surface element.
2. Push in and turn the surface control knob in either direction (Figure 6) to the desired setting (refer to the "Suggested radiant surface element settings" in Table 1).
3. When cooking is complete, turn the radiant surface element OFF before removing the cookware.

Start most cooking operations on a higher setting and then turn to a lower setting to finish cooking. The surface control knobs do not have to be set exactly on a particular spot. Use the graphics provided as a guide and adjust the control knob as needed (see Figure 6).

A glowing red surface heating area extending beyond the bottom edge of the cookware indicates the cookware is too small for the surface heating area.

Suggested radiant surface element settings

The suggested settings found in Table 1 below are based on cooking with medium-weight aluminum pans with lids. Settings may vary when using other types of pans.

Settings	Type of Cooktop
High (HI - 9)	Start most foods, bring water to a boil, pan broiling
Medium High (7 - 8)	Continue a rapid boil, fry, deep fat fry
Medium (5 - 6)	Maintain a slow boil, thicken sauces and gravies or steam vegetables
Medium Low (2 - 4)	Keep foods cooking, poach, stew
Low (1)	Low temperature cooking
Low (LO)	Keep warm, melt

Table 1: Suggested radiant surface element settings

IMPORTANT

Do not allow aluminum foil or ANY material that can melt to make contact with the ceramic glass cooktop. If these items melt on the cooktop, they will damage the ceramic cooktop.

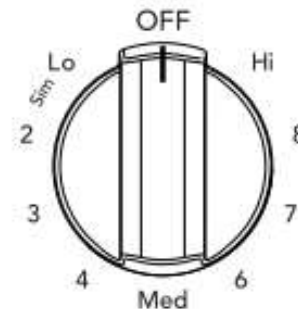


Figure 6: Single element knob

CAUTION

- Radiant surface elements may appear to have cooled after they have been turned off. **The glass surface may still be hot** and burns may occur if the glass surface is touched before it has cooled sufficiently.
- **Do not** place flammable items such as plastic salt and pepper shakers, spoon holders, or plastic wrappings on top of the range when it is in use. These items could melt or ignite. Potholders, towels, or wooden spoons could catch fire if placed too close to the surface elements.

NOTE

- The size and type of utensil used, and the amount and type of food being cooked will influence the setting needed for best cooking results.
- The Element ON indicator lights will turn on when one or more elements are turned ON. A quick glance at these indicator lights when finished cooking is an easy check to be sure all control knobs are turned OFF. The Hot Surface indicator light will remain on AFTER the control knob is turned to the "OFF" position and will stay on until the heating surface area has cooled sufficiently.

42. However, because of the minimal depression and low torque required for the control knobs to turn and actuate the Ranges, the Ranges are often inadvertently actuated by a single continuous motion.

43. All the Ranges are also uniformly defective because they all fail to appropriately guard against unintentional actuation. The design of the Ranges puts no space between the consumer and the hazard. There are no guards that reduce the risk of unintentional actuation during cleaning or other inadvertent contact made by a user, bystander, child, or pet.

44. While the Ranges may contain oven handles that could have a guarding effect, they are wholly insufficient to act as effective guards or barriers. As an initial matter, the outermost burner control knobs in each of the Ranges protrude further than the oven handles themselves—therefore eliminating any guarding property they may have. Moreover, any such guarding effect is further blunted by the oven handles' rounded (rather than squared) design, which permits inadvertent contact.

45. The Defect renders Electrolux Ranges unusable for their intended central purpose: safe cooking. Unintentional actuation allows electric cooktops to reach extreme temperatures and gas Ranges to emit toxic fumes; both electric and gas Ranges present a fire risk.

46. The Ranges are defective at the point of sale. Consumers could not reasonably know about the Defect at the point of sale and could not discover the Defect with a reasonable investigation at the time of purchase or delivery because a reasonable inspection by a consumer would not reveal whether the materials of the Ranges, the design of the Ranges, and/or the manufacturing processes related to the Ranges render them unsafe for normal and expected use.

C. Electrolux's Knowledge of the Defect

47. At all relevant times, Electrolux knew that the Ranges it marketed and sold were prone to unintentional actuation, and, therefore, that the Ranges were inherently defective,

unmerchantable, and unfit for their intended use.

48. Consumers submitted incident reports about the Defect to the U.S. Consumer Product Safety Commission (“CPSC”) as early as 2013. The CPSC informs manufacturers whenever they receive a consumer complaint about a dangerous product.

49. The following is a sample of those complaints. The CPSC sent each of these complaints to Electrolux as a matter of course, thus demonstrating that Electrolux knew about the Defect by at least 2013.

50. CPSC incident report send to Electrolux on October 18, 2013 regarding a Model No. FPGF3081KFN:⁵

Incident Details

Incident Description: My issue is with a cook-top/oven from Frigidaire. The item is known as model FPGF3081 KFN serial VF30570429. The knobs of the cook-top are defective. When one grazes the knobs, they randomly slightly turn on thus causing a gas leak. It only takes a slight graze pass the knob to open it. Additionally, as you may reach forward to use a above mounted microwave, a slight rubbing on the knobs causes them to open. In any case, one does not know the knob is beginning to emit gas. the open knob is only slightly open but enough to cause gas to leak. we have had the above experiences 4 times since 4/4/2013. we have experienced our kitchen filling with gas on all occasions. It can potentially be an explosive situation. It will only take a spark or lighting a match to explode the kitchen or the whole house. The knobs need to be hard to push in before the gas valve is turned to left. They are not. Frigidaire has been contacted twice. they refuse to investigate with their technician or outside repair person. They only claim that they made for shorter people. Again, I must repeat that a slight rubbing on any of the gas knobs causes them to slightly open and emit gas. this occurs even before it reaches the electronic ignition location. I ask that frigidaire be called to task on this unsafe and very dangerous design.

Incident Date: 9/10/2013

Incident Location: Home/Apartment/Condominium

51. CPSC incident report send to Electrolux on October 24, 2013 regarding a Model No. LGGF3043KFR:⁶

⁵ www.saferproducts.gov/PublicSearch/Detail?ReportId=1357627

⁶ www.saferproducts.gov/PublicSearch/Detail?ReportId=1360252

Incident Details

Incident Description: 4 times from unknowingly brushing up against stove, knobs were turned and gas emitted for hours

Incident Date: 10/7/2013

Incident Location: Mobile/Manufactured Home

52. CPSC incident report sent to Electrolux on May 23, 2014 regarding a Model No. Kenmore Elite 790.75403501:⁷

Incident Details

Incident Description: Caller purchased her gas range sometime in 2008. Sometime in 2008 she accidentally bumped the knob of the range while reaching over the top of it to take something out of the cupboard over it. When she bumped the knob, it turned and lit the flame on the burner then as she was reaching over it to the cupboard the flame lit her nightgown on fire. She got the fire on her nightgown extinguished. There are no injuries being reported She contacted the manufacturer sometime in 2013

Incident Date: 6/15/2008

Incident Location: Home/Apartment/Condominium

53. CPSC incident report sent to Electrolux on December 9, 2015 regarding a Model No. LGGF3043KFM:⁸

Incident Details

Incident Description: The surface control knob did not lock in the off position on our Frigidaire Gas Range. The gas was turned on by a person passing by that touched the knob. This turned on the gas at low amount and filled the room with gas. This happened two times in the past few months. It was discovered and the rooms were ventilated without an explosion. This is a Frigidaire Gas Range Gallery Model # LGGF3043KFM Serial # VFF5043275 bought 2/14/2012.

Incident Date: 9/8/2015

Incident Location: Home/Apartment/Condominium

⁷ www.saferproducts.gov/PublicSearch/Detail?ReportId=1401113

⁸ <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=1520476>

54. CPSC incident report sent to Electrolux on October 2, 2017 regarding a Model No. FFGF3011LWJ:⁹

Incident Details

Incident Description: We purchased a new home and there was a new stove/oven range that had recently been installed in the home. We could tell it was brand new because it still had the stickers attached and the manual was placed next to it. Within a day or two of living in the home we had several close calls where my 16-month-old son was able to turn the stove on and could place his hand right into the front flame. We were able to stop him before he could get hurt but the stove height is incredibly low. We NEVER had this problem in our previous home. There is no resistance in the knobs to turn on the stove. I understand that child-proofing is necessary to completely protect children from turning on a stove but what if a person doesn't have children and you go to visit their home? It's scary how quickly my son was able to turn on this stove and put his hand right into where the flame was. We have removed the knobs from the stove. I think this product is completely unsafe. The oven door doesn't close all the way and you can easily slide Adult fingers between the frame of the oven and the door. I can't believe this is on the market. I'm thankful my son was not hurt but I can't wait until someone was hurt before I shared my concerns. There needs to be more resistance to the mechanism that turns the stove on. Also, the oven door should close all the way. This product is so unsafe it scares me.

Incident Date: 5/23/2017

Incident Location: Home/Apartment/Condominium

55. CPSC incident report sent to Electrolux on March 10, 2020 regarding a Model No. FGGH3047VFA:¹⁰

⁹ www.saferproducts.gov/PublicSearch/Detail?ReportId=1677267

¹⁰ <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=1955496>

Incident Details

Incident Description: Our new Frigidaire 30" slide in Gas range Model# FGGH3047VF has a severe safety risk. We have a Frigidaire microwave above the gas range. Frequently when placing food in and taking food out of the microwave, we have body contact with the gas range which sticks out further than the microwave. The gas range burner controls are on the front face of the range. When your body touches the controls, they can turn on the gas without the ignitor coming on resulting in natural gas being discharged to the atmosphere. We've experienced coming into the kitchen full of natural gas. We consider the faulty gas burner control lock out feature to be a severe safety risk and it can cause loss of life.

Incident Date: 2/16/2020

Incident Location: Home/Apartment/Condominium

56. CPSC incident report sent to Electrolux on February 23, 2021 regarding a Model No. FGGC3645QS:¹¹

Incident Details

Incident Description: We have had this cooktop installed for 6 months. The knobs are way too easy to turn. My dog put his front feet on the stove and almost burned our house down. My toddler has turned this stove on by accident. I have leaned back and the knobs turn on. My house has filled with gas several times and today the flame was lit by a 40lb dog. This needs to be recalled.

Incident Date: 1/24/2021

Incident Location: Home/Apartment/Condominium

57. CPSC incident report sent to Electrolux on November 1, 2022 regarding a Model No. FFGF3054TDE:¹²

¹¹ www.saferproducts.gov/PublicSearch/Detail?ReportId=2994779

¹² www.saferproducts.gov/PublicSearch/Detail?ReportId=3953201

Incident Details

Incident Description: Walking by or bumping the gas knobs on our stove turns the gas on. Just your clothes catching the knobs turns them. Very unsafe if you have children as you don't have to push the knobs in first to turn them. My wife got very sick from the gas fumes.

Incident Date: 10/28/2022

Incident Location: Home/Apartment/Condominium

58. CPSC incident report sent to Electrolux on December 15, 2015 regarding a Model No. FGGF3054MFG:¹³

Incident Details

Incident Description: my new gas range has five burners. When the knobs are pushed in you have to turn the knob in order to get gas and ignition. My problem is that by accident a knob was bumped and turned just a bit. this caused the gas to flow but it wasn't turned on far enough to activate the ignition. We found this out the hard way because the kitchen filled with gas. I contacted Frigidaire by email and they told me this was not a design flaw and that I should just be careful. Doesn't seem right to my, or anyone I've talked to. This actually happened to me twice in the first few weeks that we owned the stove

Incident Date: 11/29/2014

Incident Location: Home/Apartment/Condominium

59. CPSC incident report sent to Electrolux on May 18, 2017:¹⁴

¹³ www.saferproducts.gov/PublicSearch/Detail?ReportId=1475966

¹⁴ www.saferproducts.gov/PublicSearch/Detail?ReportId=1651220

Incident Details

Incident Description: I purchased a Frigidaire gas stove in November 2017. I recently called customer service to complain about the burner knobs turning freely without pushing in causing gas to escape without noticing. The knobs turn approximately 3/4" before the ticking begins to let you know you are lighting the burner. They sent an outside technician to look at the issue who confirmed this is a problem and that he has received this complaint many times. I then received a follow up call from the corporate office to inquire about how the service call was received. Both my husband & I expressed our concerns and were told there was nothing that could be done. They suggested we go to the dollar store and purchase child safety cap covers. This is not acceptable, I advise that this appliance is unsafe and could cause harm to my family and a hazard in my home.

Incident Date: 3/28/2017

Incident Location: Home/Apartment/Condominium

60. CPSC incident report sent to Electrolux on February 7, 2018 regarding a Model No. FGGF3030PFE:¹⁵

Incident Details

Incident Description: Our new construction condo home is equipped with a Frigidaire free standing gas stove with front facing control valve knobs. These knobs are very easily turned ON accidentally when reaching towards the rear of the stove – while cleaning or cooking on the stove, etc. The short knob depression and weak force to overcome the anti-clockwise detent allows the gas valve to be inadvertently actuated with the slightest bump and a glancing swipe across the knobs. This had resulted in many unintended lighting of the gas burners with the upper torso exposed to open flames (no cooking utensils on stove) or worse – an ignited gas escaping from the burners. We had on one occasion returned to a house full of natural gas when one of the stove knobs was accidentally bumped. These incidents were reported to the US Frigidaire customer support line but they did not offer any assistance apart from stating that one has to ensure that burners are turned off during all cleaning events. In filtering reports on Frigidaire gas stoves - there are 14 similar reports with very similar events going back 2011.

Incident Date: 8/13/2017

Incident Location: Home/Apartment/Condominium

61. CPSC incident report sent to Electrolux on June 12, 2019 regarding a Model No. FPGH3077RFF:¹⁶

¹⁵ www.saferproducts.gov/PublicSearch/Detail?ReportId=1711246

¹⁶ www.saferproducts.gov/PublicSearch/Detail?ReportId=1865320

Incident Details

Incident Description: Caller stated that the knobs of the range is easily turned when someone brushes against it. Once it started a fire, a few times the gas escaped into the home for several hours. She stated that a cleaning crew was at her house while she was away, she came home to find that the gas had been on for hours. The manufacturer was contacted and they advised that they are unable to fix the sensitivity of the knobs. Caller feels that this unit is a safety hazard and should be reported/recalled.

Incident Date: 4/18/2019

Incident Location: Home/Apartment/Condominium

62. CPSC incident report sent to Electrolux on January 15, 2020 regarding a Model No. FFGF3054TSD:¹⁷

Incident Details

Incident Description: My Frigidaire Gas Range Model FFGF3054TSD knobs are so sensitive that you can walk past them and lightly brush them with your clothing and the gas will turn on or the gas and flame will turn on. Today I put something in the microwave above the stove and about half an hour later I smelled gas and the middle eye gas had been on for about half an hour. This has happened multiple times and everytime I call ELeCtrolux about the problem, they blow me off and say that it is not a problem and I need to be more careful around the stove. This is dangerous and could cause an explosion or fire. Even though I am aware there is a danger, I still cannot keep this from happening.

Incident Date: 1/2/2020

Incident Location: Home/Apartment/Condominium

63. CPSC incident report sent to Electrolux on February 2, 2020 regarding a Model No. LFEH3054UFB:¹⁸

¹⁷ www.saferproducts.gov/PublicSearch/Detail?ReportId=1934514

¹⁸ www.saferproducts.gov/PublicSearch/Detail?ReportId=1953123

Incident Details

Incident Description: The range was used in the kitchen as our method of cooking. Two separate incidences occurred during the first three weeks after we installed it. The first time, simply passing by too close to the front mounted left most burner control knobs caused it to turn on. This resulted in something left on the stove top to catch fire. Thankfully, one of us was home and extinguished the fire. The second incident was similar in that this time it was the right most burner knob that was turned on by brushing against the front of the stove as a result of incidental contact brushing by the stove as I walked by. This time the burner again came on, but nothing caught fire because the stove top was bare. I have since spent \$135 to buy replacement safety knobs (interesting that they were readily available for this make and model on line), This is clear indication that others are having the same issue. I contacted Frigidaire and was told that there was no problems with this oven related to incidental burner turn on and they refused to pay me for the new safety knobs.

Incident Date: 1/15/2020

Incident Location: Home/Apartment/Condominium

64. CPSC incident report sent to Electrolux on October 14, 2022 regarding a Model No. LFGF3054TFG:¹⁹

Incident Details

Incident Description: (05/2022) The burners on the gas range turn on very easily. I began smelling gas fumes in my kitchen shortly after purchasing the range. It was strange because I wouldn't smell gas all of the time. After a couple of weeks, I walked by the range and noticed one of the burners knobs was on slightly and gas was escaping. I had smelled gas as I walked by. The burner was on just enough to allow gas to escape. A few days later, I was reaching over the range to put something in the cabinet when my stomach bumped the burner knob and turned it on. This time the ignition lighter clicked, so I knew that the gas was on. The flame did not light. The burners knobs turn on several times. I want a recall done on this kitchen range to protect other people. Leaking gas can cause an explosion or someone can be overcome by the leaking gas fumes. I want my range to be modified so that it is safe. I believe that this is a design flaw. Factory warranty came out on 7/25/2022 to put new valves on the range but didn't install them because they said that they were exactly like the ones already on the range. I removed the knobs and put them back on with child guard covers.

Incident Date: 5/28/2022

Incident Location: Home/Apartment/Condominium

65. CPSC incident report sent to Electrolux on May 19, 2022 regarding a Model No. FPGH3077RFE:²⁰

¹⁹ www.saferproducts.gov/PublicSearch/Detail?ReportId=3901037

²⁰ www.saferproducts.gov/PublicSearch/Detail?ReportId=3745921

Incident Details

Incident Description: Kitchen gas range. The gas range knobs are easily turned on by lightly brushing up against them. 3 different times, we came home to a house full of gas and carefully opened all windows and doors to vent the gas out while we waited outside for a period of time. All 3 times we called Frigidaire with no help from them. We bought it new Feb. 2, 2018. The 1st time this happened was within about 2 months of purchase which triggered our first call to Frigidaire. We've tried to be very careful and constantly check the gas knobs but still has happened 2 more times, very scary. I'd hate to have my house blow up

Incident Date: 3/14/2018

Incident Location: Home/Apartment/Condominium

66. CPSC incident report sent to Electrolux on January 11, 2023 regarding a Model No. FFGF3054TSF:²¹

Incident Details

Incident Description: We bought a home with new appliances. The Frigidaire Stove Model# FFGF3054TSF Serial # VF13497422 knobs are way to easy to turn on. If you just bump into them they turn on and the gas is left on. I had to buy a Gas/Propane detector to monitor the stove in case we don't realize the knob was accidentally turned on. This is a hazard and a possible explosion waiting to happen. Report Updated 1/23/23: The company has no resolution to the fault stove knobs on the stove. This is a hazard waiting to happen. I have already been sickened from these being left on and gas entering the home.

Incident Date: 5/1/2022

Incident Location: Home/Apartment/Condominium

67. Several consumers who submitted complaints to the CPSC about the Ranges stated that they made complaints directly to the manufacturer as well.²²

68. Consumers have also submitted complaints about the Defect directly to Electrolux via reviews posted to its website. A sampling of those complaints is below.

²¹ www.saferproducts.gov/PublicSearch/Detail?ReportId=4053869

²² See, e.g., www.saferproducts.gov/PublicSearch/Detail?ReportId=1401113; www.saferproducts.gov/PublicSearch/Detail?ReportId=1651220



Knobs turn to easily/oven is extremely loud

Warranty Call

7 months ago

The knobs on the stove are a major safety concern. The stove top has been turned over by just barley touching the knob. My son was putting his backpack on just this AM and the backpack barely hit the button and the stovetop was on. We are constantly having to check to make sure the stovetop in not on because of this issue. We recommend the stove to another couple prior to realizing the sensitivity of the knobs and immediately they complained about the same issue.

Helpful? (0) (0) [Report](#)

Response from Frigidaire:
7 months ago

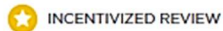
Online Outreach Specialist

Hello! We appreciate your feedback, and we would like to help. We would suggest knob covers to prevent the knobs from being turned on. Upon research, we see that you're currently working with our authorized technician to address your concerns with the oven, and we appreciate the opportunity to turn this around. If you need anything else, please feel free to Live Chat with us on Frigidaire.com or contact us by phone. -Katrina



Don't buy if you have young kids.

ValerieKenny



4 months ago

Stove knobs are way too easy to turn and they stick out to far. We bump them and they turn on all the time. Very hazardous. Cook too is extremely hard to keep clean.

Helpful? (0) (0) [Report](#)

Response from Frigidaire:
4 months ago

Online Outreach Specialist

Hi Valerie! We appreciate you stopping by to share your feedback with us and bringing your concerns to our attention. It was an uncommon instance. We would like the opportunity to investigate your concerns further to properly assist you. At your convenience, connect with us via Live Chat or call us at 1-800-374-4432, Monday-Friday, 8:30 a.m.-8 p.m. EST, and we'll be happy to assist. Best Regards , -Christian



30" Front Contro

Hmmmmmm

a year ago

Very concerned with safety. While workouts above the stove one of the knobs must have been brushed in to and turned a burner on , resulting in caching a towel on fire. The very next day working on the counter to the side another burner was turned on from brushing into the knob. Customer service took many attempts as it kept saying "know one is available to take your call" and hung up. A trouble ticket was initiated 2 days ago and I have yet to hear from anyone. I will follow up again today and am hopeful they have someone avaable to take a call.



This is worse appliance I have ever bought!

Anonymous

6 months ago

The surface burners turn on by just bumping them. That started a fire in my kitchen just a few days after we got it. I remove the knobs to make sure our pets don't bump them while we are gone. While the oven is heating up it makes a horrible vibration noise. While heating the oven up for dinner, it caught on fire. See photo (yes, I heated it up with our dinner in it). I have owned several Frigidaire appliances and probably will never own another one after this. I call to talk to the company and was on hold for 15 minutes and a recording came on and said it was going to be another 25 minutes. Not happy with this product at all! I love to cook and am afraid to use this product.



Response from Frigidaire:

6 months ago

Online Outreach Specialist

Hi, Oh no! We deeply apologize for your recent experience with your range. But I really appreciate you bringing this issue to my attention. We would love to make sure your concerns are quickly addressed. We're reached out via email to gather some additional details so we can see how best to help. Best Regards, Lauren



Don't buy this range. Safety issue!

valpeg68

3 years ago

I bought this after the 1st of the year. Several time I went into the kitchen only to realize the burners are on with no flame. Just a slight bump of the knob and it will turn where the gas is on but no flame or no ticking to warn you the flame is about to go on.

Helpful? (0) (0) [Report](#)

Response from Frigidaire:
3 years ago

Online Outreach Specialist

Hello, Valpeg6! Thank you for your review. We sincerely apologize for your experience with your range. Rest assured, we make every effort to manufacture quality products and your concerns have not gone unnoticed. We have sent you an email regarding your concerns. Should you need further assistance, please feel free to chat with us online or contact us via phone at 800-374-4432 M-F, 8:30 am- 8:00 pm. -Briana



Horrible DO NOT WASTE YOUR MONEY

AmyLBaker

3 years ago

Air Fryer sets off smoke alarms and fills house with smoke EVERY time we use it. It's awful. And the knobs are so sensitive that every time I put something in the microwave above it, it ignites 3 burners. Nearly burned my shirt on multiple occasions. Can't return it because the black stainless was considered a "special order" that we waited 9 weeks to get. So disappointed.

Helpful? (0) (0) [Report](#)

Response from Frigidaire:
3 years ago

Online Outreach Specialist

Oh no, AmyLBaker! We're sorry to hear that this has happened and would like to see how we can help. Please take a moment to chat with us or contact us directly at 1-800-374-4432; Monday through Friday from 8:30am to 8pm EST to discuss further. Kindly, Courtney



Not as expected

BerniJ



2 years ago

I am very disappointed by how easy the stuff he turns n with just a slight touch. My research shows that Frigidaire's position is that it meets gov requirements. Now have to spend \$100+ For safety knobs. Also, I was excited about the air fryer but am disappointed that the food burns on the outside of the basket.

Helpful? (0) (0) [Report](#)

Response from Frigidaire:
2 years ago

Outreach Social Specialist

Hi BerniJ, Thank you for your feedback! I can certainly understand your frustration and we would love to receive more details on the issue so that we can reach a resolution. At your convenience, please take a moment to chat with us at Frigidaire.com or call us at 877-435-3287. Our Customer Care and Live Chat teams are available Monday through Friday from 8:30 am-8 pm EST. ~Corletta



Dangerous: Front Knobs easily turn on without lighting causing gas to flow unknowingly!!!!

Very Concerned Parent CA

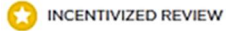
a year ago

The front knobs can easily turn to the on position by bumping into them unknowingly causing gas to flow out and fill the room with dangerous methane and explosive Natural Gas. Frigidaire should be aware of this and send safer parts or recall the range. Someone in our home accidently and unknowingly bumped into a rarely used dial for a middle burner which allowed the gas to flow we believe for hours while asleep. After finding the entire house (all three levels) full of Natural Gas and the a range dial turned on and freely flowing gas, we immediately evacuated the house, opened windows/doors and called the Fire Department. Incredibly scary! Could have been catastrophic. Grateful my kids are okay.



Dangerous

BH1948



a year ago

The control knobs turn the burners on with very little pressure resulting in flames igniting by just leaning against a knob while reaching for something to the side of the cook top creating severe burns to the arm. I have called the company but they refuse to address this issue. Also: The stainless steed scratches very easily!



Disappointed

Jabs6459

3 years ago

I purchased this stove 1 week ago. The noise coming from the vent while baking and when the stove is cooling down is very loud. It rattles the whole stove when your cooking. Also the has been 3 occasions when just by bumping the knobs the gas goes on. The knobs are very sensitive. I should not have to buy safety knobs for a stove!!! So instead I've taking the knob off so I can sleep at night. The one positive is the oven heats up quickly.

Helpful? (1) (0) [Report](#)

Response from Frigidaire:
3 years ago

Online Outreach Specialist

Hello, Jabs6459! Thank you for your review. Your feedback is important to us. Our design and engineer teams are constantly monitoring our brand pages for feedback such as yours for future reference. I would like to point out that your range appears to be operating normally. The ignition control knob must be depressed and turned to the ignition selection simultaneously to ignite the corresponding burner. If the ignition control knob is not turned all the way to the appropriate selection for ignition when depressed, the described concern may occur. You may find that child safety locks for the ignition control knob provide a more comfortable cooking experience. Should you need further assistance, please feel free to chat with us online or contact us via phone at 800-374-4432 M-F, 8:30 am- 8:00 pm.
-Briana



bad knobs no help

Didough

2 years ago

The first time I used this stove I contacted the co. and complained. You just bump the knobs and they ignite or just gas comes out. This is a fire hazard! They have done nothing about this problem. They need to recall this stove before something bad happens.



Dangerous product

Almost gassed

2 years ago

This product should have knobs fixed. A casual graze of the knob can turn on the gas. Frigidaire has known about this for more than a year and all they can say is no one died yet. I grazed the knob and gas was on unbeknownst to me. I came into kitchen 2 hours later to a serious gas situation. Had I not gone back into kitchen I shudder to think of the consequences of the gas on all night. Don't buy this product!



BUYER BEWARE

MISSYPOO

a year ago

This stove is dangerous. You can accidentally turn the burner when you brush up against the stove to reach a cupboard above. I woke up at 2 am smelling gas in my house. I looked at the burners and one was slightly turned enough to pour gas into my house. I did a test brushing up against the stove and sure enough rubbing against the knob is enough to turn the gas on. I would like the Frigidaire to contact me to resolve this issue. It has happened before but i just thought maybe someone left the burner on but in a position that does even light the flame is very unlikely.



Burners and stove knobs.

Negative response



5 years ago

The black is wearing off the grates after one month. I have written to Frigidaire and asked for a replacement grate and have not received a response. Also you have to be careful of the knobs on the stove they turn on very easily. Would not recommend this to anyone with small children.



Unhappy - DANGEROUS

Debbie KK

3 years ago

One of the strikers stopped working after about 14 months. This is a stove that is not even used very often. Now, after 20 months a 2nd striker stopped working. Since it's out of warrentee - nothing I can do except use a match to light and/or get an expensive repair. I had my prior stove over 16 years before a striker went out. VERY dissatisfied! ALSO - if you have young children be very careful - the knobs to light the range turn on VERY easily - even if you brush up against them. Most stoves require you to push the knob in then turn - not so with this stove - very dangerous!



Dangerous ignition

Connie3

3 years ago

I purchased this unit in Nov 2019 and have called twice to complain that the knobs are super sensitive and numerous times either release gas or else ignite the front burner when I'm stirring a pot on back burner. I've never seen a gas range lacking basic safety features. Frigidaire will now send a technician to look at the knobs but Frigidaire told me that this may be how the unit works and it may be how this unit is designed so I might hav ego live with it! I don't know but catching myself or grandkids on fire, or releasing gas into the room sounds pretty dangerous to me!



Dangerous

HELEN BACK

9 months ago

We have had consistent issues with the knobs on this range. If you walk by and brush the knob with your clothing, the gas turns on. Tonight was the absolute worst, and the most dangerous. The gas was streaming into our home for hours, and the smell when my husband arrived home was alarming. We have animals in the home as well. One has vomited. DO NOT BUY ANY RANGE FROM FRIGIDAIRE UNTIL THEY ADDRESS THIS ISSUE.



Quality not there, and dangerous

Suepatoo

INCENTIVIZED REVIEW

7 months ago

Firstly, this stove came with the newly renovated property I bought in 2018. All new appliances, and the cheapest! This stove should if been recalled for safety issues. It takes nothing to turn the gas burner nob. I have nearly caught myself on fire or gassed myself due to the knobs turning much too easily. I actually will take the knobs off when I go away, and sometimes when I need to get into my cub-bards above. I have also asked my neighbor who has cats to remove the nob on her stove when she goes away, so to prevent a cat from turning on. Also, the temperature of oven is 15-20 degrees below what you set. Self cleaning, doesn't work very well at cleaning. Just fills the place up with heat and gas. Yeah, I would if never bought this if had a choice!

Originally posted on [30" Gas Range](#)

Helpful? (0) (0) Report



Bad News!

Debbie KK

4 years ago

One of the strikers stopped working after about 16 months. This is a stove that is not even used very often. Now, after 20 months a 2nd striker stopped working. Since it's out of warrentee - nothing I can do except use a match to light and/or get an expensive repair. I had my prior stove over 16 years before a striker went out. VERY dissatisfied! ALSO - if you have young children be very careful - the knobs to light the range turn on VERY easily - even if you brush up against them. Most stoves require you to push the knob in then turn - not so with this stove - very dangerous!

Originally posted on [30" Gas Range](#)

Helpful? (0) (0) Report



Burners and stove knobs.

Negative response



6 years ago

The black is wearing off the grates after one month. I have written to Frigidaire and asked for a replacement grate and have not received a response. Also you have to be careful of the knobs on the stove they turn on very easily. Would not recommend this to anyone with small children.

No, I do not recommend this product.

Originally posted on [30" Gas Range](#)

Helpful? (0) Report

Design



Value



Features





Not as expected

BerniJ



3 years ago

I am very disappointed by how easy the stuff he turns n with just a slight touch. My research shows that Frigidaire's position is that it meets gov requirements. Now have to spend \$100+ For safety knobs. Also, I was excited about the air fryer but am disappointed that the food burns on the outside of the basket.

Helpful? (0) Report

Response from Frigidaire: 3 years ago

Outreach Social Specialist

Hi BerniJ, Thank you for your feedback! I can certainly understand your frustration and we would love to receive more details on the issue so that we can reach a resolution. At your convenience, please take a moment to chat with us at Frigidaire.com or call us at 877-435-3287. Our Customer Care and Live Chat teams are available Monday through Friday from 8:30 am-8 pm EST. -Corletta



Horrible DO NOT WASTE YOUR MONEY

AmyLBaker

4 years ago

Air Fryer sets off smoke alarms and fills house with smoke EVERY time we use it. It's awful. And the Knobs are so sensitive that every time I put something in the microwave above it, it ignites 3 burners. Nearly burned my shirt on multiple occasions. Can't return it because the black stainless was considered a "special order" that we waited 9 weeks to get. So disappointed.

Originally posted on [30" Front Control Gas Range with Air Fry](#)

Helpful? (0) Report

Response from Frigidaire: 4 years ago

Online Outreach Specialist

Oh no, AmyLBaker! We're sorry to hear that this has happened and would like to see how we can help. Please take a moment to chat with us or contact us directly at 1-800-374-4432; Monday through Friday from 8:30am to 8pm EST to discuss further. Kindly, Courtney



Disappointed

Jabs6459
3 years ago

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Originally posted on [30" Front Control Freestanding Gas Range](#)

Helpful? (1) (0) Report

Response from Frigidaire: 3 years ago

Online Outreach Specialist

Hello, Jabs6459! Thank you for your review. Your feedback is important to us. Our design and engineer teams are constantly monitoring our brand pages for feedback such as yours for future reference. I would like to point out that your range appears to be operating normally. The ignition control knob must be depressed and turned to the ignition selection simultaneously to ignite the corresponding burner. If the ignition control knob is not turned all the way to the appropriate selection for ignition when depressed, the described concern may occur. You may find that child safety locks for the ignition control knob provide a more comfortable cooking experience. Should you need further assistance, please feel free to chat with us online or contact us via phone at 800-374-4432 M-F, 8:30 am- 8:00 pm. -Briana

69. Consumers have also submitted complaints about the Defect via reviews posted to the websites of third-party retailers. A sampling of those complaints is below.



Oct 13, 2020

I am sitting here in my home that once again is filled with the smell of GAS. Unfortunately, the...

I am sitting here in my home that once again is filled with the smell of GAS. Unfortunately, the knobs on this stove are extremely sensitive, and at least once or twice a week, I discover that one of my kids, or myself, has lightly knocked one and the house is filled with gas. I am constantly checking it. It seems there should be a safety or something, I'm 44 years old and have lived in 10 homes and NEVER had this issue with a stove. I'm so disappointed, I really liked the extra center burner and the look of it. But I HATE feeling unsafe constantly in my home. I wouldn't recommend this to my worst enemy. I've checked the burners, come home after a weekend away, and find one slightly off because I brushed it with my purse on the way out or something. I hate it and I wish i could return it.

by JJ

Parents of young children beware

Tracy5973

February 24, 2021

☆☆☆☆☆ X Would Not Recommend

I don't know how this oven ever got approved for manufacturing. It is so easy to turn on the knobs, just a slight bump can turn it on. It would be so easy for curious hands to cause an accident or fire. I don't know if we have a faulty product, but I couldn't in good conscience not say anything.



Hi, Tracy5973! We definitely understand your concern. This range is ADA-compliant, meaning the knobs will take less than 5 pounds of force to turn to allow those with disabilities to use it more easily. If you are accidentally turning the knobs or have small children in the house who are doing so, we may recommend using child-proof knob covers to prevent this from happening. Thanks so much for your feedback! ~Ashton

FrigidaireSupport

March 1, 2021

FRIGIDAIRE

Unsafe Knobs

☆☆☆☆☆

Knobs on front jut out too far and get turned far too easily. Our children have accidentally turned them on. We've bumped into them and turned them on. It's a real hazard.

Nickname

August 8, 2021



Verified Purchaser



Hello, Nickname! Thanks for sharing your concerns with us. A tip that can help alleviate most knob concerns is using protective knob covers. They can prevent your knobs from easily being turned on when bumped, and they are child proof, which most of our consumers have found helpful. -Bianca

FrigidaireSupport

August 13, 2021

FRIGIDAIRE

Poor controls



✗ Would Not Recommend

Poor build quality. Sensitive controls that activate unpredictably, unexpectedly, and unintentionally.

George

August 21, 2023

70. As shown above, Electrolux responds to consumer questions and concerns about the Defect that were submitted to its website and the websites of third-party retailers. Like other large producers of consumer products, Electrolux monitors and keeps track of consumer reviews and complaints, including those made on its own website and third-party websites. This is diligence that large companies like Electrolux routinely do when selling a consumer products.

71. In addition, as also demonstrated above, certified Electrolux appliance technicians have observed unintentional actuation in Ranges in the field.

D. Electrolux's Deficient Warranty Service

72. Electrolux provided a uniform, express one-year factory warranty against defects in materials and workmanship. Such a warranty was included in the user manual for the model Ranges purchased by Plaintiffs.

73. As explained above, Electrolux routinely denies warranty claims arising from the Defect.

74. In addition to the express warranty, Electrolux marketed, advertised, and warranted that the Ranges were of merchantable quality and fit for their intended purpose. Electrolux also marketed, advertised, and warranted that the Ranges were free from defects and did not pose an unreasonable risk to persons or property. However, a range that can be actuated unintentionally is not fit for its intended purposes and would not pass without objection in the trade.

75. Federal law mandates that any manufacturer or seller offering a product to customers, whether directly or indirectly, cannot disclaim implied warranties of merchantability and fitness for a particular purpose where that manufacturer has made an express warranty.

76. Electrolux has not implemented an effective remedy for consumers who are at risk because of the Defect. And despite being made aware of the Defect, Electrolux has failed to provide effective repairs.

E. The Unconscionability and Failure of Essential Purpose of the Express and Implied Warranties.

77. Electrolux knew or should have known of the Defect in its Ranges prior to and at the time of sale of the Ranges to consumers, including from the numerous consumer complaints to the CPSC, which were directly reported to Electrolux, as well as from the consumer complaints and warranty claims made directly to Electrolux.

78. Electrolux was in a superior position to know of, remedy, and disclose the Defect in its Ranges to Plaintiffs and Class Members, who could not have known of the Defect at the time of purchase.

79. Plaintiffs and Class Members had no ability to negotiate the terms of the warranty, including the durational time limitation or disclaimers contained therein.

80. Plaintiffs and Class Members had no meaningful choice in the terms of the warranty, including the durational time limitation or disclaimers contained therein.

81. Plaintiffs and Class Members had no meaningful choice in choosing another brand of range as any other reputable brand would likewise have warranties containing the same or similar terms and limitations.

82. There was a substantial disparity between the parties' bargaining power such that Plaintiffs were unable to derive a substantial benefit from the warranty. A disparity existed because

Electrolux was aware that the Ranges were inherently defective, Plaintiffs and Class Members had no notice or ability to detect the Defect, Electrolux knew Plaintiffs and Class Members had no notice or ability to detect the Defect, and Electrolux knew that Plaintiffs and Class Members would bear the cost of correcting the Defect. This disparity was increased by Electrolux's knowledge that failure to disclose the Defect would substantially limit the Range's use.

83. Electrolux failed and refused to extend the time limitation of the warranty to cover the Defect, which was known to Electrolux and unknown to consumers at the point of sale.

84. Plaintiffs and Class Members had no ability to discover the Defect at the time of sale.

85. The one-year durational limit on the warranty is grossly inadequate to protect Plaintiffs and Class Members from the Defect.

86. Electrolux sold the Ranges with knowledge of the Defect and of the fact that it may not manifest until after expiration of the one-year warranty.

87. Electrolux sold the Ranges with knowledge of the Defect and of the fact that the Ranges would fail well before the expiration of their useful lives.

88. Electrolux sold the Ranges knowing that they were not capable of being repaired or replaced with non-defective components within a one-year warranty period or thereafter.

89. Plaintiffs and Class Members would have negotiated better terms in the purchase of their Ranges and warranties had they been aware of the Defect.

90. The terms of the warranty unreasonably favor Electrolux over Plaintiffs and Class Members.

91. Extended product warranties may not cover repair of the Defect or replacement of the Range, leaving consumers with no choice but to pay out-of-pocket to repair the Defect or replace their Range after Electrolux denies their warranty claim. Because Electrolux fails to disclose the

Defect to consumers prior to or at the time of their purchase, they are unable to research which (if any) extended warranty companies may cover repair of the Defect or replacement of the Range prior to purchasing the warranty. Even in the unlikely event that an extended warranty covers repair of the Defect or replacement of the Range, consumers must still pay deductibles of \$50 or more to repair the Defect or replace the Defect that existed at the time of their purchase, but which Electrolux failed to disclose.

92. Accordingly, recovery by Plaintiffs and Class Members is not restricted to the promises in any written warranties, and they seek all remedies that may be allowed.

F. Injuries and Risk of Imminent Harm to Plaintiffs and the Class

93. Plaintiffs and the other Class Members purchased their Ranges solely for their personal, residential purposes and only used the Ranges as intended and in accordance with the operating instructions provided by Electrolux.

94. In light of the Defect, Plaintiffs and other Class Members paid far more than the reasonable value of the Range, and would have paid substantially less, or not have purchased a Range at all, had Electrolux adequately disclosed the Defect.

95. Electrolux has profited and continues to profit from the sale of defective Ranges by failing to disclose the above-described Defect and continuing to sell Ranges at prices well above their reasonable value.

96. As a direct and proximate result of Electrolux's false warranties, misrepresentations, and failure to disclose the Defect in these Ranges, Plaintiffs and the Class have purchased the Ranges and have suffered injury as a result.

97. As a direct and proximate result of Electrolux's concealment of the Defect, its failure to warn its customers of the Defect and the safety risks posed by the Ranges, and its failure to replace and remove the defective Ranges from consumers' homes or otherwise remedy the Defect,

Plaintiffs and the Class purchased Electrolux's defective and unsafe Ranges and, in many cases, are forced to use them in their homes to this day. Had Plaintiffs and the Class known of this serious safety risk, they would not have purchased the Ranges or would have paid substantially less for their Ranges than they paid.

FED. R. CIV. P. 9(b) ALLEGATIONS

98. Although Electrolux is in the best position to know what content it placed on its marketing materials during the relevant timeframe, and the knowledge that it had regarding the Defect and its failure to disclose the Defect to consumers, to the extent necessary, Plaintiffs satisfy the requirements of Rule 9(b) by alleging the following facts with particularity.

99. **Who:** Electrolux made material omissions of fact relating to the Defect by failing to disclose its existence in its labeling and marketing of the Ranges.

100. **What:** Electrolux's conduct here was, and continues to be, fraudulent because it omitted and concealed that the Ranges are defective, a safety hazard, and prone to inadvertent actuation that could result in causing fire, property damage, and/or personal injury to Plaintiffs and Class Members. Electrolux's conduct deceived Plaintiffs and Class Members into believing that the Ranges are not defective, are high quality, and are safe to use. Electrolux knew or should have known this information is material to reasonable consumers, including Plaintiffs and Class Members, in making their purchasing decisions; yet it omits any warning that the Ranges suffer from the Defect. No reasonable consumer would expect their Ranges to turn on unintentionally.

101. **When:** The material omissions detailed herein were made prior to and at the point of sale, leaving Plaintiffs and Class Members unaware of the Defect prior to purchasing their Ranges.

102. **Where:** Electrolux's material omissions were made on its packaging and marketing materials.

103. **How:** Electrolux failed to disclose material facts regarding the Defect and true safety risks of normal use of the Range in written form, electronic form, or conventional hardcopy form.

104. **Why:** Electrolux made the material omissions detailed herein for the express purpose of inducing Plaintiffs, Class Members, and all reasonable consumers to purchase and/or pay for the Range, the effect of which was that Electrolux profited by selling the Ranges to many thousands of consumers.

105. **Injury:** Plaintiffs and Class Members purchased or paid more for the Range when they otherwise would not have absent Electrolux's omissions. Further, the Ranges continue to pose unreasonable safety risks and cause consumers to incur unnecessary and unreasonable out-of-pocket expenses when manifestation of the Defect occurs.

TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule

106. The causes of action alleged accrued upon discovery of the defective nature of the Ranges. Because the Defect is latent, and Electrolux concealed it, Plaintiffs and members of the Class did not discover and could not have discovered the Defect through reasonable and diligent investigation. Reasonable and diligent investigation did not and could not reveal a factual basis for a cause of action based on Electrolux's concealment of the Defect.

107. Electrolux had a duty to disclose the Defect because it had superior and exclusive knowledge of it. Electrolux also had a duty to disclose the Defect because it presents a material, safety risk to consumers. And Electrolux had a duty to disclose because it made many partial representations about the qualities and reliability of its ranges, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual unsafe design of their ranges.

108. Despite this, Electrolux has nevertheless repeatedly dismissed and denied the Defect.

B. Fraudulent Concealment

109. Any applicable statutes of limitation have been tolled by Electrolux's knowing, active, and ongoing concealment and denial of the facts as alleged herein.

110. Electrolux was and is under a continuous duty to disclose to Plaintiffs and the Class the true character, quality and nature of the Ranges, particularly with respect to the serious risks to public safety presented by the Ranges.

111. At all relevant times, and continuing to this day, Electrolux knowingly, affirmatively, and actively misrepresented and concealed the true character, quality, and nature of the Ranges and sold the Ranges into the stream of commerce as if they were safe for use.

112. Given Electrolux's failure to disclose this non-public information, over which Electrolux had exclusive control, about the defective nature of the Ranges and attendant safety risks—and because Plaintiffs and Class Members could not reasonably have known that the Ranges were thereby defective—Plaintiffs and Class Members reasonably relied on Electrolux's assurances of safety. Had Plaintiffs and class members known that the Ranges pose a safety risk to the public, they would not have purchased the Ranges.

113. Plaintiffs and the Class have been kept ignorant by Electrolux of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiffs and the Class could not reasonably have discovered the true, latently defective nature of the Ranges.

C. Estoppel

114. Electrolux was and is under a continuing duty to disclose to Plaintiffs and the Class the true character, quality, and nature of the Ranges. Electrolux knowingly, affirmatively, and actively concealed the true character, quality, and nature of the Ranges, and the concealment is

ongoing. Electrolux knew of the Defects and the serious safety risk they posed to consumers and has actively concealed them. Plaintiffs reasonably relied on Electrolux's assurances of safety. For these reasons, Electrolux is estopped from relying on any statute of limitations in defense of this action.

115. Additionally, Electrolux is estopped from raising any defense of laches due to its own conduct as alleged herein.

CLASS ACTION ALLEGATIONS

116. Plaintiffs bring this action on their own behalf and on behalf of the following Classes and Subclasses pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), (b)(3) and/or (c)(4):

Nationwide Class

All residents of the United States and its territories who purchased a new Range or otherwise acquired a Range, primarily for household use and not for resale, except for those who purchased their Range in Michigan or Illinois.

North Carolina Sub-Class

All residents of North Carolina who purchased a new Range or otherwise acquired a Range, primarily for household use and not for resale.

Indiana Sub-Class

All residents of Indiana who purchased a new Range or otherwise acquired a Range, primarily for household use and not for resale.

117. The Class and the Subclasses are referred to collectively as the "Class" for convenience. Excluded from the Class and Subclasses are Electrolux, its affiliates, employees, officers, and directors and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the Class definitions above in response to discovery and/or further investigation.

118. **Numerosity.** Upon information and belief, the class is so numerous that joinder of all members is impracticable. Upon information and belief, the class is so numerous that joinder of all members is impracticable. In 2022, Electrolux had around 11% volume market share in core

appliances in North America. The Classes and Subclasses therefore must contain, at the very least, hundreds if not thousands of members each.

119. **Commonality.** The answers to questions common to the Class will drive the resolution of this litigation. Specifically, resolution of this case will be driven by questions relating to the Ranges' common design, whether the design is defective, whether the Ranges contain a manufacturing defect, whether the design and/or manufacturing defect poses a safety risk, Electrolux's knowledge of the Defect, damages caused by the Defect, and the corresponding unjust enrichment to Electrolux. The common questions of law and fact include, but are not limited to, the following:

- a. Whether the Ranges pose unreasonable safety risks to consumers;
- b. Whether Electrolux knew or should have known, that the products it sold into the stream of commerce pose unreasonable safety risks to consumers;
- c. Whether Electrolux concealed the safety risks its Ranges pose to consumers;
- d. Whether the safety risks the Ranges pose to consumers constitute material facts that reasonable purchasers would have considered in deciding whether to purchase an electric range;
- e. Whether the Ranges possess material Defects;
- f. Whether Electrolux knew or should have known of the inherent Defects in the Ranges when it placed them into the stream of commerce;
- g. Whether Electrolux concealed the Defects from consumers;
- h. Whether the existence of the Defects are material facts reasonable purchasers would have considered in deciding whether to purchase a range;
- i. Whether the Ranges are merchantable;
- j. Whether the Ranges are fit for their intended use;
- k. Whether Electrolux was unjustly enriched by the sale of defective Ranges to the Plaintiff class;
- l. whether any false warranties, misrepresentations, and material omissions by

Electrolux concerning its defective Ranges caused Class Members' injuries; and
m. whether Electrolux should be enjoined from further sales of the Ranges.

120. **Typicality.** Plaintiffs have the same interest as all members of the classes they seek to represent, and all of Plaintiffs' claims arise out of the same set of facts and conduct as all other members of the classes. Plaintiffs and all class members own or owned a Range designed or manufactured by Electrolux with uniform Defects. All the claims of Plaintiffs and Class Members arise out of Electrolux's placement of a product into the marketplace it knew was defective and posed safety risks to consumers, and from Electrolux's failure to disclose the known safety risks and Defects. Also typical of Plaintiffs' and Class members' claims is Electrolux's conduct in designing, manufacturing, marketing, advertising, warranting, and selling the defective Ranges, Electrolux's conduct in concealing the Defects in the Ranges, and Plaintiffs' and Class members' purchase of the defective Ranges.

121. **Adequacy.** Plaintiffs will fairly and adequately represent and protect the interest of the Class Members: Plaintiffs' interests align with those of the Class Members, and Plaintiffs have no fundamental conflicts with the Class. Plaintiffs have retained counsel competent and experienced in products liability, consumer protection, and class action litigation, who will fairly and adequately represent the Class.

122. **Predominance and Superiority.** The common questions of law and fact enumerated above predominate over the questions affecting only individual members of the Class, and a class action is superior to other methods for the fair and efficient adjudication of this controversy, as joinder of all members is impracticable. Electrolux has acted in a uniform manner with respect to the Plaintiffs and Class Members.

123. Electrolux is a sophisticated party with substantial resources, while Class Members are not, and prosecution of this litigation is likely to be expensive. Because the

economic damages suffered by any individual Class Member may be relatively modest compared to the expense and burden of individual litigation, it would be impracticable for Class Members to seek redress individually for Electrolux's wrongful conduct as alleged herein.

124. The concealed safety risks described above support swiftly and efficiently managing this case as a class action, which preserves judicial resources and minimizes the possibility of serial or inconsistent adjudications.

125. Plaintiffs and Class Members have all suffered and will continue to suffer harm and damages as a result of Electrolux's unlawful and wrongful conduct. Without a class action, Class Members will continue to suffer the undisclosed risks attendant to the Ranges and incur monetary damages, and Electrolux's misconduct will continue without remedy. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

126. There will be no undue difficulty in the management of this litigation as a class action.

127. Alternatively, certification may be appropriate as to individual issues as those issues will raise common questions applicable to all class members and materially advance the litigation.

128. ***Ascertainability.*** The Class is defined by reference to objective criteria, and there is an administratively feasible mechanism to determine who fits within the Class. The Class consists of purchasers and owners of certain Ranges, and class membership can be determined using receipts, photographs, ownership documentation, and records in Electrolux's and other databases.

129. ***Injunctive and Declaratory Relief.*** Electrolux has acted and refused to act on grounds that apply generally to the Class, so injunctive and/or declaratory relief is appropriate with respect to the entire Class. Electrolux made uniform representations and warranties to the Class as

a whole, Electrolux concealed facts from and made material misrepresentations to the Class as a whole, and Electrolux has destroyed and may still be destroying evidence relevant to the allegations of the Class.

CLAIMS FOR RELIEF

Count I

Violations of the Magnuson-Moss Warranty Act

15 U.S.C. § 2301, et seq.

(On Behalf of the Nationwide Class, or Alternatively, all Subclasses)

130. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

131. Plaintiffs bring this claim individually and on behalf of the Nationwide Class.

132. Plaintiffs and the class are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

133. Electrolux is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

134. The Ranges are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

135. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

136. Electrolux’s implied warranty is an “implied warranty” within the meaning of 15 U.S.C. § 2301(7).

137. Electrolux’s express warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

138. Defendants breached the implied warranty and the express warranty by virtue of the above-described acts.

139. Plaintiffs and the other Class Members notified Electrolux of the breach within a reasonable time and/or were not required to do so. Indeed, Electrolux was sent notice letters regarding the Defect afflicting Plaintiffs' Ranges, and the Ranges of all those similarly situated, on April 10 and August 16, 2023. Electrolux was also on notice of the Defect from, among other sources, the complaints and service requests it received from Class Members and its retailers.

140. Electrolux's breach of the implied warranty and express warranty deprived Plaintiff and Class Members of the benefits of their bargains.

141. Plaintiff and the Class Members have had sufficient direct dealings with either Electrolux or its agents (retailers and technical support) to establish privity of contract between Electrolux, on one hand, and Plaintiffs and each of the other Class Members on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other Class Members are intended third-party beneficiaries of contracts between Electrolux and its retailers, and specifically, of Electrolux's implied warranties. The retailers were not intended to be the ultimate consumers of the Ranges and have no rights under the warranty agreements provided with the Ranges; the warranty agreements were designed for and intended to benefit the consumer only.

142. Electrolux breached these warranties, as described in more detail above and below. Without limitation, the Ranges contain a Defect that puts Class Members' safety in jeopardy. The Ranges share a common defect in that they are defectively designed and/or are manufactured with defective materials and/or with poor workmanship. Contrary to Electrolux's representations, the Ranges are defective in manufacture, materials and/or workmanship and are unsafe. The Ranges share a common defect that causes unintentional actuation. The resulting failures and manifestations of the defect are occurring within the warranty terms and period.

143. Affording Electrolux a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Indeed, Electrolux has long been on notice of the

claims of Plaintiffs and Class members and has refused to provide a remedy, instead placing the blame on customers or refusing to acknowledge the existence of the defect.

144. At the time of sale of each of the Ranges, Electrolux knew, should have known, or was reckless in not knowing of its misrepresentations and omissions concerning the Ranges' Defect and inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford Electrolux a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

145. Plaintiffs and Class Members would suffer economic hardship if they returned their Ranges but did not receive the return of all payments made by them. Because Electrolux is refusing to acknowledge any revocation of acceptance and refusing to return immediately any payments made, Plaintiffs and the other Class members have not re-accepted their Ranges by retaining them.

146. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

147. Plaintiffs, individually and on behalf of all Class Members, seek all damages permitted by law, in an amount to be proven at trial.

Count II

Violations of the North Carolina Unfair and Deceptive Trade Practices Act

N.C. Gen. Stat. §§75-1, *et seq.*

(On Behalf of the Nationwide Class, or Alternatively, the North Carolina Subclass)

148. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

149. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or,

in the alternative, on behalf of the North Carolina Subclass.

150. The North Carolina Unfair and Deceptive Trade Practices Act (“UDTPA”) was created to protect North Carolina consumers from unfair or deceptive business practices.

151. Electrolux has engaged in immoral, unethical, oppressive, unscrupulous, substantially injurious and misleading commercial practices, with the intent to deceive the consumer in connection with the marketing, promotion and sale of the Ranges misrepresenting their safety and failing to disclose the dangers caused by the Defect.

152. Plaintiffs and North Carolina Subclass members reasonably relied on the actions by Electrolux when they purchased the Ranges for personal purposes and suffered ascertainable losses of money or property, due to these unfair and deceptive act and practices Plaintiffs and North Carolina Subclass members acted as reasonable consumers would have acted under the circumstances, and entered into the transactions (purchasing the Ranges) that resulted in the damages.

153. Accordingly, pursuant to the aforementioned statutes, Plaintiffs and North Carolina Subclass members are entitled to recover their actual damages, which can be calculated with a reasonable degree of certainty using sufficiently definitive and objective evidence. Those damages are: (a) the difference between the values of the Ranges as represented (their prices) paid and their actual values at the time of purchase (\$0.00), or (b) the cost to replace the Ranges, and (c) other miscellaneous incidental and consequential damages. In addition, given the nature of Electrolux’s conduct, Plaintiffs and North Carolina Subclass members are entitled to recover statutory, exemplary, treble, and/or punitive damages, together with interest, cost of suit, and attorneys’ fees based on the amount of time reasonably expended and equitable relief necessary, and all such other relief as the Court deems proper.

Count III
Fraud by Omission
(On Behalf of the Nationwide Class, or Alternatively, all Subclasses)

154. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

155. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or, in the alternative, on behalf of all Subclasses.

156. Electrolux made material omissions concerning a presently existing or past fact in violation of substantially identical common law. Electrolux did not fully and truthfully disclose to its customers the true nature of the Defect. A reasonable consumer would not have expected the Defect in a new range and especially not a Defect that rendered the range unsafe and unusable for ordinary purposes.

157. Electrolux made these omissions with knowledge of their falsity and with the intent that Plaintiffs and Class Members rely upon them.

158. The facts concealed, suppressed, and not disclosed by Electrolux to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase Ranges or pay a lesser price.

159. Electrolux had a duty to disclose the true quality and reliability of the Ranges because the knowledge of the Defect and its details were known and/or accessible only to Electrolux, Electrolux had superior knowledge and access to the relevant facts, and Electrolux knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members. Electrolux also had a duty to disclose because it made many partial representations about the qualities and reliability of its ranges, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual unsafe design of their ranges.

160. Had Plaintiffs and the Class known about the defective nature of the Ranges, they would not have purchased the Ranges or would have paid less.

161. Plaintiffs and Class Members reasonably relied to their detriment upon Electrolux's material omissions and suffered damages as a result. Electrolux's conduct was willful, wanton, oppressive, reprehensible, and malicious. Consequently, based upon all the facts as alleged herein, Plaintiff and Class Members are entitled to an award of punitive damages.

Count IV
Breach of Express Warranty
(On Behalf of the Nationwide Class, or Alternatively, all Subclasses)

162. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

163. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or, in the alternative, on behalf of all Subclasses.

164. In connection with the purchase of each Range, Electrolux provides an express warranty, pursuant to which for a period of one year Electrolux will pay all costs to correct defects in materials or workmanship that existed when this major appliance was purchased, or at its sole discretion replace the product.

165. In addition to the written warranties Electrolux issued, Electrolux expressly warranted several attributes, characteristics, and qualities, as set forth above.

166. Furthermore, the warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs and the Class members whole and because Electrolux has failed and/or refused to adequately provide the promised remedies.

167. Accordingly, recovery by Plaintiffs and the Class members is not limited to the warranty of repair or adjustments to parts defective in materials or workmanship, and Plaintiffs and the Class members seek all remedies as allowed by law.

168. Also, as alleged in more detail herein, at the time that Electrolux warranted and sold the Ranges, it knew that the Ranges did not conform to the warranties and were inherently defective, and Electrolux wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Ranges. Plaintiffs and the Class members were therefore induced to purchase the Ranges under false and/or fraudulent pretenses.

169. Moreover, many of the damages flowing from the Ranges cannot be resolved through the limited remedy of “replacement or adjustments,” as those incidental and consequential damages have already been suffered due to Electrolux’s fraudulent conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs and the Class members' remedies would be insufficient.

170. Electrolux was sent notice letters regarding the Defect afflicting Plaintiffs’ Ranges, and the Ranges of all those similarly situated, on April 10 and August 16, 2023.

171. Defendants were also provided notice of these issues by complaints submitted by consumers to the Electrolux website and to other consumer websites, and complaints filed against it including the instant Complaint, and by communications sent by consumers.

172. As a direct and proximate result of Electrolux’s breach of express warranties, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

Count V
Breach of the Implied Warranty of Merchantability
(On Behalf of the Nationwide Class, or Alternatively, all Subclasses)

173. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

174. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or, in the alternative, on behalf of all Subclasses.

175. Electrolux impliedly warranted that the subject Ranges, which Electrolux designed, manufactured, sold or leased, were merchantable, fit for the ordinary purposes for which they were intended to be used, and were not otherwise injurious to consumers. Electrolux breached its implied warranty of merchantability when it designed, manufactured, distributed, sold and leased the Ranges in an unsafe and un-merchantable condition.

176. These Ranges, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which ranges are used.

177. Specifically, the Ranges are inherently defective in that they include dangerous latent defects in the design, or in the manufacture, of their front-mounted burner control knobs that make the Ranges susceptible to unintentional actuation. This unintentional actuation of the Ranges in turn creates a hazardous condition and serious risk of fire, property damage, and personal injury.

178. Plaintiffs and each of the members of the class have had sufficient direct dealings with either Electrolux or its agent retailers to establish privity of contract between Electrolux, on the one hand, and Plaintiffs and each of the members of the class, on the other hand. Notwithstanding, privity is not required because plaintiffs and each of the members of the class are the intended beneficiaries of Electrolux's written warranties and its contractual relationships with Electrolux retailers. The retailers were not intended to be the ultimate consumers of the subject Ranges, and have no rights under the warranty agreements provided by Electrolux. Electrolux's express warranties were designed for and intended to benefit consumers only. Plaintiffs and the members of the Class were the intended consumers of the subject Ranges.

179. Electrolux was sent notice letters regarding the Defect afflicting Plaintiffs' Ranges, and the Ranges of all those similarly situated, on April 10 and August 16, 2023.

180. Defendants were also provided notice of these issues by complaints submitted by

consumers to the Electrolux website and to other consumer websites, and complaints filed against it including the instant Complaint, and by communications sent by consumers.

181. As a direct and proximate result of Electrolux's breach of the implied warranty of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial and are also entitled to recover compensatory damages, including but not limited to the cost of repairs.

Count VI
Unjust Enrichment (in the alternative)
(On Behalf of the Nationwide Class, or in the alternative,
on behalf of all Subclasses)

182. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

183. Plaintiffs bring this claim on behalf of the Nationwide Class or, in the alternative, on behalf of all Subclasses.

184. Electrolux received proceeds from its intentional sale of defective Ranges with defective control knobs, which were purchased by Plaintiffs and Class Members for an amount far greater than the reasonable value of the defective Ranges.

185. In exchange for the purchase price paid by Plaintiffs and Class Members, Electrolux provided defective Ranges that are likely to pose a material risk of fire, property damage, and personal injury within their useful lives. This Defect renders the Ranges unfit, and indeed, unsafe for their intended use.

186. Plaintiffs and Class Members reasonably believed that the Ranges would function as advertised and warranted, and did not know, nor could have known, that the Ranges contained Defects at the time of purchase.

187. Electrolux received and is aware of the benefit conferred by Plaintiffs and Class

Members and has retained that benefit despite its knowledge that the benefit is unjust.

188. Under the circumstances, permitting Electrolux to retain the proceeds and profits from the sales of the defective Ranges would be unjust. Therefore, Electrolux should be required to disgorge the unjust enrichment.

Count VII
Violations of the Indiana Deceptive Consumer Sales Act
Ind. Code §24-5-0.5-1, *et seq.*
(On Behalf of the Indiana Subclass)

189. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

190. Plaintiff Myron Anderson alleges this claim on behalf of the Indiana Subclass.

191. The Indiana Deceptive Consumer Sales Act was created to protect Indiana consumers from deceptive and unfair business practices.

192. Electrolux's conduct described herein constitutes the knowing use or employment of deception, false promise, misrepresentation, unfair practice and the concealment, suppression, and omission of material facts in connection with the sale and advertisement of merchandise, the Ranges, in trade or commerce in Indiana, making it unlawful under Ind. Code §24-5- 0.5-1, *et seq.*

193. Plaintiffs and Indiana Subclass members relied on the material representations made by Electrolux and purchased the Ranges for personal purposes and suffered ascertainable losses of money or property as the result of the use or employment of a method, act or practice declared unlawful by Ind. Code §24-5-0.5-1, *et seq.* Plaintiffs and Indiana Subclass members acted as reasonable consumers would have acted under the circumstances, and Electrolux's unlawful conduct would cause reasonable persons to enter into the transactions (purchasing the Ranges) that resulted in the damages.

194. Accordingly, pursuant to Ind. Code §24-5-0.5-1, *et seq.*, Plaintiffs and Indiana Subclass members are entitled to recover their actual damages, which can be calculated with a reasonable degree of certainty using sufficiently definitive and objective evidence. Those damages are: (a) the difference between the values of the Ranges as represented (their prices) paid and their actual values at the time of purchase (\$0.00), or (b) the cost to replace the Ranges, and (c) other miscellaneous incidental and consequential damages. In addition, given the nature of Electrolux's conduct, Plaintiffs and Indiana Subclass members are entitled to all available statutory, exemplary, treble, and/or punitive damages and attorneys' fees based on the amount of time reasonably expended and equitable relief necessary or proper to protect them from Electrolux's unlawful conduct.

195. To the extent that any pre-suit notice was purportedly required, Electrolux has had notice of its violations for several years. In any event, Electrolux was sent notice letters regarding the Defect afflicting Plaintiffs' Ranges, and the Ranges of all those similarly situated, on April 10 and August 16, 2023. Electrolux has failed to remedy its unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Brenda Weaver and Myron Anderson, individually and on behalf of the above defined Class, by and through counsel, prays the Court grant the following relief:

- A. An Order certifying this action as a class action under Rule 23 of the Federal Rules of Civil Procedure;
- B. An Order appointing all Plaintiffs as representatives for the Nationwide Classes and each Plaintiff as representative for the Class of his or her state of residence, and appointing their counsel as lead counsel for the Class;
- C. An order awarding Plaintiffs and all other Class Members damages in an amount to be determined at trial for the wrongful acts of Electrolux;
- D. A Declaration that the Ranges are defective and pose a serious safety risk to

consumers and the public;

- E. An Order enjoining Electrolux, its agents, successors, employees, and other representatives from engaging in or continuing to engage in the manufacture, marketing, and sale of the defective Ranges; requiring Electrolux to issue corrective actions including notification, recall, service bulletins, and fully-covered replacement parts and labor, or replacement of the Ranges; and requiring Electrolux to preserve all evidence relevant to this lawsuit and notify Range owners with whom it comes in contact of the pendency of this and related litigation;
- F. Nominal damages as authorized by law;
- G. Restitution as authorized by law;
- H. Punitive damages as authorized by law;
- I. Payment to the Class of all damages associated with the replacement of the defective products and parts, in an amount to be proven at trial;
- J. An order awarding attorney's fees pursuant to applicable Federal and State law;
- K. Interest as provided by law, including but not limited to pre-judgment and post-judgment interest as provided by rule or statute; and
- L. Any and all other and further relief as this Court deems just, equitable, or proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all counts so triable.

Dated: August 31, 2023

Respectfully submitted,

/s/ Jean S. Martin
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*Application for admission (or Pro Hac Vice)
Forthcoming*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Knob Defect Can Cause Electrolux, AEG, Frigidaire, Kenmore Ranges to Turn On Inadvertently, Class Action Claims](#)
