

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

GISELLE BELTRAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BEAUTY BY IMAGINATION, LLC d/b/a
BIO IONIC,

Defendant.

Civil Action No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Giselle Beltran (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her undersigned counsel, brings this class action complaint against Defendant Beauty by Imagination, LLC d/b/a Bio Ionic (the “Defendant,” “BBI” or “Bio Ionic”). Plaintiff alleges the following upon information and belief based on the investigation of counsel, except as to those allegations that specifically pertain to Plaintiff, which are alleged upon personal knowledge.

NATURE OF THE ACTION

1. This is a class action lawsuit against the Defendant regarding the manufacture, distribution, and sale of its Bio Ionic 1-Inch Long Barrel Curling Irons (the “Affected Product(s),” “Curling Iron(s)”), Model Number LXT-CL-1.0, with a date code between 0722 and 1223.
2. Bio Ionic sold the now-recalled 1-Inch Long Barrel Curling Irons (Model No. LXT-CL-1.0) for a retail price of approximately \$165, through multiple channels including Amazon, BioIonic.com, Ulta, Sephora, Nordstrom, and other authorized salon distributors nationwide.¹
3. The Affected Products were imported and distributed by Defendant and

¹ See *J&D Brush Co. Recalls Bio Ionic Hair Curling Irons Due to Burn Hazard*, U.S. CONSUMER PRODUCT SAFETY COMMISSION, (Oct. 23, 2025) <https://www.cpsc.gov/Recalls/2026/J-D-Brush-Recalls-Bio-Ionic-Hair-Curling-Irons-Due-to-Burn-Hazard> (last visited Nov. 13, 2025).

manufactured in China. The Curling Irons were designed and sold with a defective barrel mechanism that could detach or snap off during ordinary use. Still, Bio Ionic failed to disclose this defect to consumers.

4. The Affected Products' barrel and handle assembly lacks sufficient structural integrity and fastening strength, resulting in the barrel becoming loose, unstable, or fully detached when heated. This constitutes a design and manufacturing defect, which Defendant has effectively acknowledged through a U.S. Consumer Product Safety Commission ("CPSC") product recall, citing 258 incident reports and six burn injuries. The recall further advised consumers to discontinue use immediately, confirming that the Curling Irons present a continuing hazard during intended use.

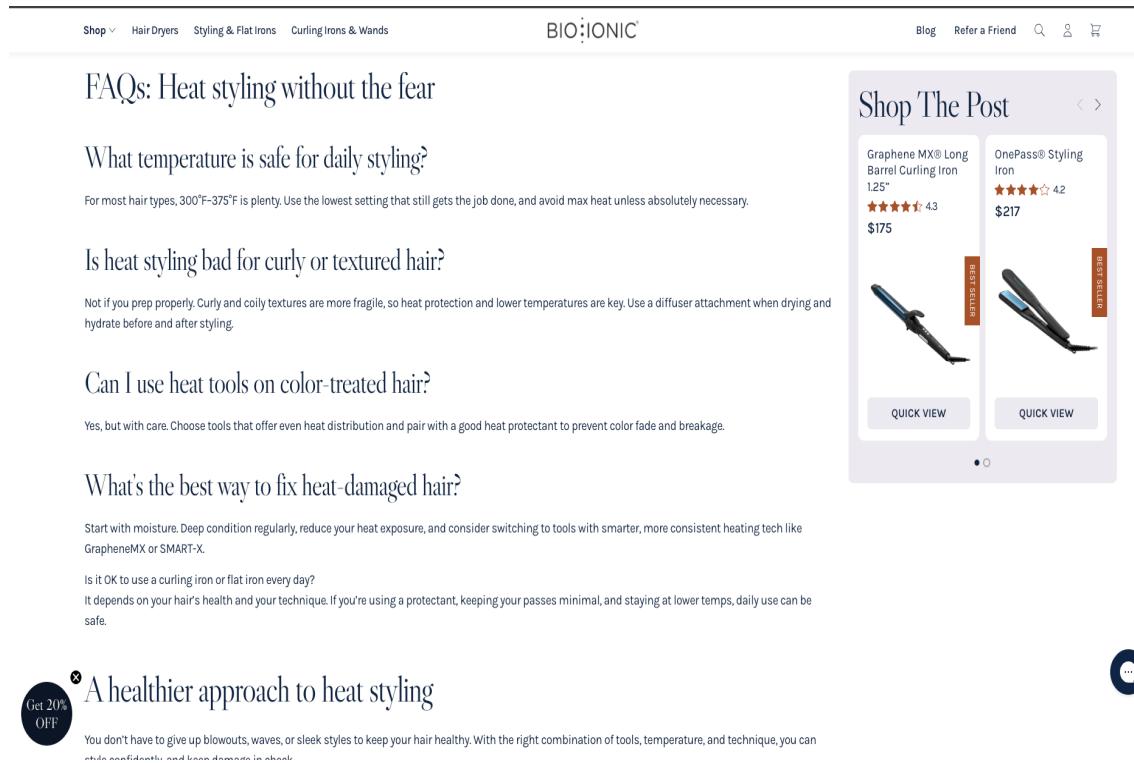
5. Plaintiff and other consumers had a reasonable expectation that the Curling Iron would be safe for personal grooming use and would not pose a burn hazard during normal operation. Instead, the Affected Product exposed users to the risk of serious injury from falling or detaching heated components.²

6. Bio Ionic's own product listings and promotional materials make affirmative safety and quality claims that are misleading by omission. On its official website and retail partner platforms, Bio Ionic advertises that "[a]t the core of every Bio Ionic tool is our Ion Generating Mineral Complex, a blend of natural minerals infused directly into our tools," and is designed for consistent, reliable styling.³ These representations falsely convey that the Affected Product is safe and reliable, without disclosing that its barrel "can snap and detach, posing a burn hazard to

² *Id.*

³ *Bio Ionic Curling Iron Collections*, BIOIONIC, <https://bioionic.com/collections/curling-irons> (last visited Nov 13, 2025).

consumers.”⁴ See *Figure 1* below.



The screenshot shows a website layout for Bio Ionic. At the top, there are navigation links for 'Shop', 'Hair Dryers', 'Styling & Flat Irons', and 'Curling Irons & Wands'. The 'BIO:IONIC' logo is in the center. On the right, there are links for 'Blog', 'Refer a Friend', and user icons. Below the navigation, a section titled 'FAQs: Heat styling without the fear' lists several questions and answers. One question is 'What temperature is safe for daily styling?' with a note that 300°F-375°F is plenty. Another question is 'Is heat styling bad for curly or textured hair?' with a note about fragility and heat protection. A third question is 'Can I use heat tools on color-treated hair?' with a note about using tools with even heat distribution. The final question in this list is 'What's the best way to fix heat-damaged hair?' with a note about moisture, deep conditioning, and using tools like GrapheneMX or SMART-T. To the right of the FAQ section, there is a 'Shop The Post' sidebar featuring two products: 'Graphene MX® Long Barrel Curling Iron 1.25"' and 'OnePass® Styling Iron'. Each product has a star rating, price (\$175 and \$217 respectively), and a 'QUICK VIEW' button. A small circular icon with a 'Get 20% OFF' offer is visible on the left side of the page.

Figure 1: Screenshot from Bio Ionic’s website showing the 1-Inch Long Barrel Curling Iron, advertised for a healthier approach to heat styling.

7. Bio Ionic’s product manual and online instructions emphasize general safety precautions regarding heat and storage, but omit any warning about the possibility of the barrel detaching or snapping off during normal use, despite the serious risk of burns this defect presents.⁵ This omission was particularly significant because a barrel detachment at high heat exposes a live electrical connection and can ignite nearby surfaces.

8. Upon information and belief, the product packaging, manual, and advertising materials for the Affected Products do not warn users of the risk that the heated barrel may separate

⁴ 1-Inch Long Barrel Curling Iron, BIOIONIC, https://bioionic.com/products/long-barrel-curling-iron?_pos=1&_sid=d439110b1&_ss=r (last visited Nov. 13 2025).

⁵ Bio Ionic Long Barrel Styler 1" Pro Curling Iron Operating Instructions/ Safety Guide (2018) https://cdn.shopify.com/s/files/1/0737/5775/3664/files/Long_Barrel_User_Guide.pdf?v=1695239526 (last visited Nov 13, 2025).

from the handle while in use, nor do they instruct users to discontinue use in the event of looseness or instability.

9. Those representations about safety and performance were false and misleading, as Defendant's own recall and consumer reports confirm that the Affected Products pose a burn hazard and are not safe for consumer use.

10. Defendant's safety-related representations omitted critical details regarding the Curling Iron's structural weakness and the foreseeable risk of injury, rendering their marketing and instructions deceptive by omission.

11. On October 23, 2025, the CPSC announced a recall of approximately 357,000 Bio Ionic 1-Inch Long Barrel Curling Irons in the United States and an additional 3,000 in Canada, imported and distributed by the Defendant. The recall identified that "the barrel of the curling iron can snap and detach, posing a burn hazard to consumers," and covered model number LXT-CL-1.0, sold from August 2022 through July 2024 for approximately \$165.

12. On its website, Bio Ionic continued to represent that "Safety is a priority! And Yes, most of our curling irons feature an auto shut-off function" even as consumer reports accumulated online describing barrels detaching during use and burn injuries.⁶ These affirmative safety claims, presented in conjunction with images of users handling the heated barrel area, reinforce a false impression of safety and reliability, omitting any reference to the potential burn hazard now publicly acknowledged through the recall. These safety claims might appear benign, particularly when viewed in isolation. When considered alongside the ongoing incident reports, however, they created a misleading half-truth.

⁶ *How to Use a Bio Ionic Curling Iron: Get Salon-Worthy Results at Home!*, (June 5, 2024) <https://bioionic.com/blogs/articles/how-to-use-a-bio-ionic-curling-iron-get-salon-worthy-results-at-home> (last visited Nov. 13, 2025).

13. Accordingly, Plaintiff brings this action individually and on behalf of a Class of similarly situated individuals for equitable relief and to recover damages and restitution for: (i) violations of New York General Business Law (“GBL”) §§ 349 and 350, (ii) Violation of California’s False Advertising Law Cal. Bus. §§ 17500, et seq., (iii) Violation of California’s Consumer Legal Remedies Act Cal. Bus. & Prof. Code §§ 1750, et seq., and (iv) unjust enrichment.

PARTIES

14. Plaintiff Giselle Beltran is a citizen of Santa Ana, California, and purchased and owned the Bio Ionic Long-Barrel Curling Iron, model number LXT-CL-1.0, with a date code between 0722 and 1223. She first purchased the product on or about June 17, 2022, directly from Bio Ionic’s website. Plaintiff used the Curling Iron several times a week for ordinary styling purposes. During such use, the Curling Iron repeatedly malfunctioned — overheating, intermittently turning on and off from the outlet, emitting sparks, and, on one occasion, detaching from the handle mid-use and burning the side of her neck and leg as the barrel fell to the floor.

15. After this incident, Plaintiff filed a complaint with Bio Ionic and was offered a replacement, which she received on February 26, 2024. However, the replacement Curling Iron exhibited the same dangerous defect: the barrel again detached from the handle during normal use. While traveling, Plaintiff left the defective replacement in a hotel room, and she no longer has the original packaging for either unit. The Affected Product’s repeated overheating and detachment created a substantial risk of burns and injury, and in fact, burned her.

16. Plaintiff remains apprehensive about using the Curling Iron due to the risk of burns and believes that the safety assurances provided by Bio Ionic are misleading and insufficient to safeguard consumers.

17. Defendant BBI is the corporate parent that owns and operates J&D Brush, which

acquired Bio Ionic. It controls product design and specifications, as well as marketing and advertising, and specifically directs national marketing. Additionally, it approves packaging and warnings, warranties, and customer service, and operates and controls the website located at bioionic.com.

18. The following individuals are alleged to be the Board of Directors of BBI: Kenneth Brotman, Doug Gillespie, Suma Kulkarni, Anjali Jolly, Jeff Rosenzweig, Steven R. Scheyer, Ryan Khosravi, and Ami Galani.⁷ Upon information and belief, based on public sources and counsel's investigation, the following individuals are alleged to be citizens of the following states: Kenneth Brotman is a citizen of Maryland. Doug Gillespie is a citizen of New York. Suma Kulkarni is a citizen of the District of Columbia. Anjali Jolly is a citizen of the District of Columbia. Jeff Rosenzweig is a citizen of New York. Steven R. Scheyer is a citizen of Illinois. Ryan Khosravi is a citizen of the District of Columbia. Ami Galani is a citizen of Texas. BBI is in the best position to confirm current domicile and citizenship.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 Class members; the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs; and at least one Class member is a citizen of a state different from the Defendant, and each member of BBI.

20. This Court has personal jurisdiction over Defendant BBI d/b/a Bio Ionic because it maintains its principal place of business at 5 Adams Avenue, Hauppauge, New York 11788, and conducts substantial business in this District, including marketing, distributing, and selling the Affected Products to consumers here. By purposefully directing its business activities and sales to

⁷ *Board of Directors*, BEAUTY BY IMAGINATION, <https://bbicompany.com/board-of-directors/> (last visited Nov. 13, 2025).

this forum, Defendant has availed itself of the benefits and protections of New York law.

21. Venue is proper in this District under 28 U.S.C. § 1391(b) because Defendant resides and maintains its headquarters in this District and a substantial part of the events or omissions giving rise to the claims occurred here.

FACTUAL ALLEGATIONS

A. Defendant Manufactured, Distributed, Marketed, and Sold the Affected Products

22. Defendant manufactured, distributed, marketed, and sold the Affected Products. The Affected Products were marketed explicitly as professional-grade curling irons that are safe for everyday use and designed to promote “healthy-looking hair” through innovative heat technology.⁸

23. Defendant engaged in extensive marketing efforts to persuade consumers of the benefits of the Curling Irons. Bio Ionic and its retail partners promoted the Curling Irons in online advertisements and social media campaigns featuring professional hairstylists, emphasizing the use of “Moisturizing Heat” and “Volcanic Mineral Complex” as features that purportedly protect the hair and scalp from heat damage, while ensuring “long-lasting curls” with “less exposure to high heat.”⁹

24. Defendant Bio Ionic’s own product pages make affirmative safety and performance claims that are misleading by omission. On its official website, Defendant asserts that “Safety is a priority! And Yes, most of our curling irons feature an auto shut-off function.”¹⁰ Nowhere do the product pages or instruction manuals disclose that the Affected Products may overheat, short-circuit, emit burning odors, or break apart during normal use — posing a foreseeable risk of burns, fires, and

⁸ *The Science Behind the Shine*, BIOIONIC, <https://www.bioionic.com> (last visited Nov. 13, 2025).

⁹ *1-Inch Long Barrel Curling Iron*, BIOIONIC, (last visited Nov. 13, 2025).

¹⁰ *How to Use a Bio Ionic Curling Iron: Get Salon-Worthy Results at Home!*, (last visited Nov. 13, 2025).

electrical shock.¹¹

25. Defendant sold the Affected Products through its official website at *bioionic.com* and through major third-party retailers, including Amazon, Ulta Beauty, Sephora, Nordstrom, and Dermstore, from approximately 2019 through the present, for a retail price of approximately \$165.¹²

J & D Brush Recalls Bio Ionic Hair Curling Irons Due to Burn Hazard

Share:     

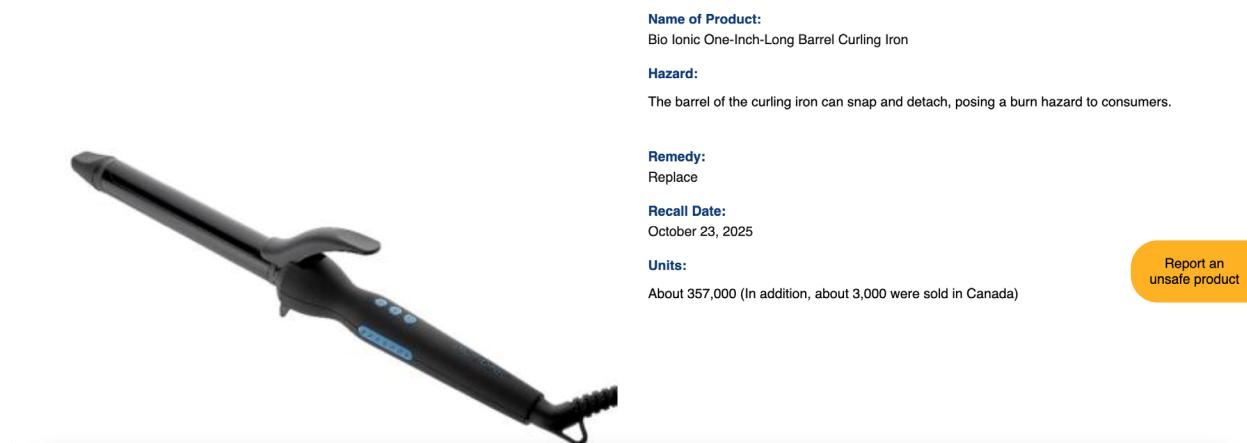


Figure 2- Screenshot from CPSC's website showing the Bio Ionic Curling Iron that has been recalled.

B. Defendant's Design Poses a Serious Burn Hazard In The Affected Products

26. Defendant's Curling Irons pose a serious burn hazard, as the barrels can snap or detach from the handle during normal use, exposing heated metal components and causing direct contact burns to consumers.

27. At least 258 incidents of the Curling Iron's barrel detaching have been reported to date, including multiple burn injuries.¹³ Consumers purchased or received these Curling Irons

¹¹*Id.*

¹² See *J&D Brush Co. Recalls Bio Ionic Hair Curling Irons Due to Burn Hazard*, U.S. CONSUMER PRODUCT SAFETY COMMISSION, (OCT. 23, 2025) (last visited Nov. 13, 2025).

¹³*Id.*

under the belief that they were professional-grade and safe for household or salon use; instead, they have been subjected to risks of burns and other injuries.

28. Plaintiff also suffered a burn while using the Affected Product when the barrel unexpectedly detached during use, which she mentioned in the complaint to Bio Ionic.

29. The Curling Irons were manufactured and distributed with defective barrel-connection mechanisms and insufficient heat-resistant coupling materials, which permit the heated barrel to snap off or detach unexpectedly during styling. Despite the existence of this hazard, the product manuals,¹⁴ labeling, and online materials did not include any warnings that the barrel might detach, fall, or cause burn injury.

30. Feasible, safer alternative designs were available at reasonable cost at all relevant times, including but not limited to (a) secure barrel-locking mechanisms to prevent detachment under heat stress;(b) improved coupling materials resistant to thermal expansion and contraction;(c) insulation layers to prevent exposure to heated internal components; and (d) clear warnings on packaging and digital listings disclosing the potential for detachment or burn injury.

31. Defendant had ample notice of the defect and resulting injuries from publicly posted consumer reviews and Plaintiff's complaint well before the recall, and Defendant's monitoring of retail feedback gave it notice of the detachment hazard well before the CPSC investigation. For example, a verified Amazon purchaser in January 2023 reported: "I ordered the Bio Ionic long barrel styler 1.25 from Amazon store on April 21, 2022. My barrel is coming apart from the handle portion. I have seen so many people who have posted that their curling iron has broken and come apart from the handle. Clearly there is a problem with your curling iron." *See Figure 3 below.*

¹⁴ *Bio Ionic Long Barrel Styler 1" Pro Curling Iron Operating Instructions/ Safety Guide* (2018) (last visited Nov 13, 2025).

amazon.com/product-reviews/B01J248HWM/ref=cm_cr_arp_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByK... ☆

 Julie

★☆☆☆☆ **Don't buy there is an issue with the barrel breaking off**

Reviewed in the United States on January 9, 2023

Size: 1.25 Inch (Loose Curls) | Color: Black | **Verified Purchase**

I ordered the BIO IONIC long barrel styler 1.25" from your Amazon store on April 21, 2022. My barrel is coming apart from the handle portion. I have seen so many people who have posted that their curling iron has broken and come apart from the handle. Clearly there is a problem with your curling iron.

4 people found this helpful

[Helpful](#) | [Report](#)

 jack

★☆☆☆☆ **Flimsy**

Reviewed in the United States on January 2, 2024

Size: 1.5 Inch (Soft Curls) | Color: Black | **Verified Purchase**

This was a Christmas present. Daughter opened to use and it broke on the first curl she tried. Of course, past the return date according to the website. Too expensive to break on the very first attempt at using. Do not recommend.

5 people found this helpful

[Helpful](#) | [Report](#)

 Natalie Valov

★☆☆☆☆ **Great until it breaks 😞**

Reviewed in the United States on October 18, 2025

Size: 1 Inch (Classic Curls) | Color: Velvet Rouge

Great curling iron until it **breaks**. I've had two now in the past couple years and both have broken in half. I thought it was just how I was using it until I saw other people say the same



Figure 3 - Amazon review by "JULIE"

32. Another review on Ulta.com (2025) warned: "I curled my hair, unplugged it and the entire barrel fell off the iron." See Figure 4 below.

 Ulta Beauty

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 0  0 [Report](#)

★☆☆☆☆ **Mine snapped in half**

4 months ago
Santa Rosa, CA

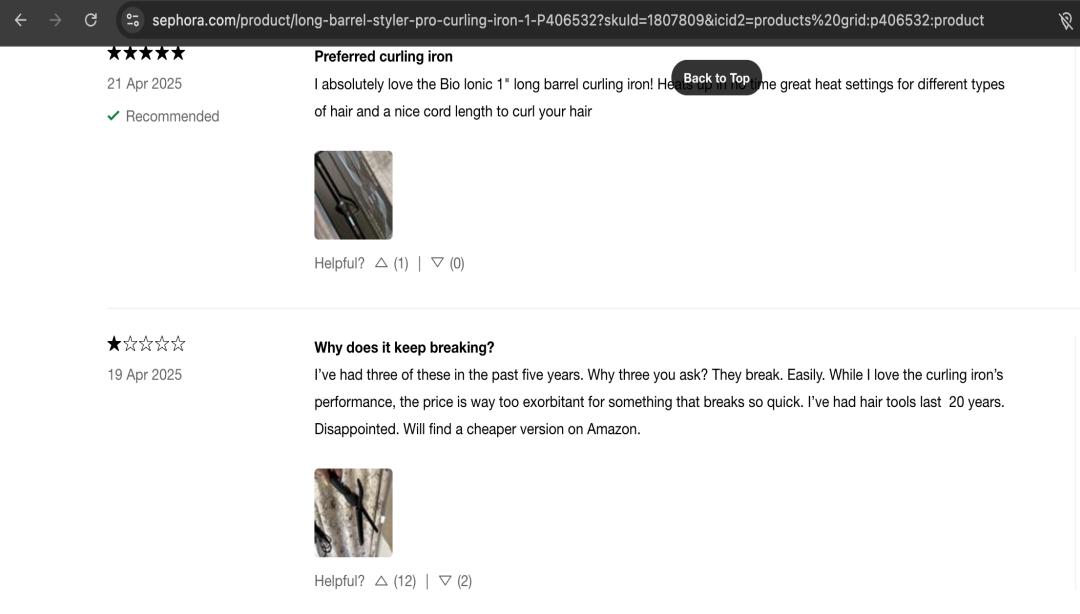
I curled my hair, unplugged it and the entire barrel fell off the iron...,



 No, I would not recommend to a friend

Figure 4- Ulta review by a consumer.

33. On Sephora's website, a verified review from April 2025 reads: "I've had three of these in the past five years. Why three you ask? They break. Easily." *See Figure 5* below.



Preferred curling iron

21 Apr 2025

✓ Recommended

I absolutely love the Bio Ionic 1" long barrel curling iron! Helped me great heat settings for different types of hair and a nice cord length to curl your hair

Back to Top

Helpful? Δ (1) | ∇ (0)

Why does it keep breaking?

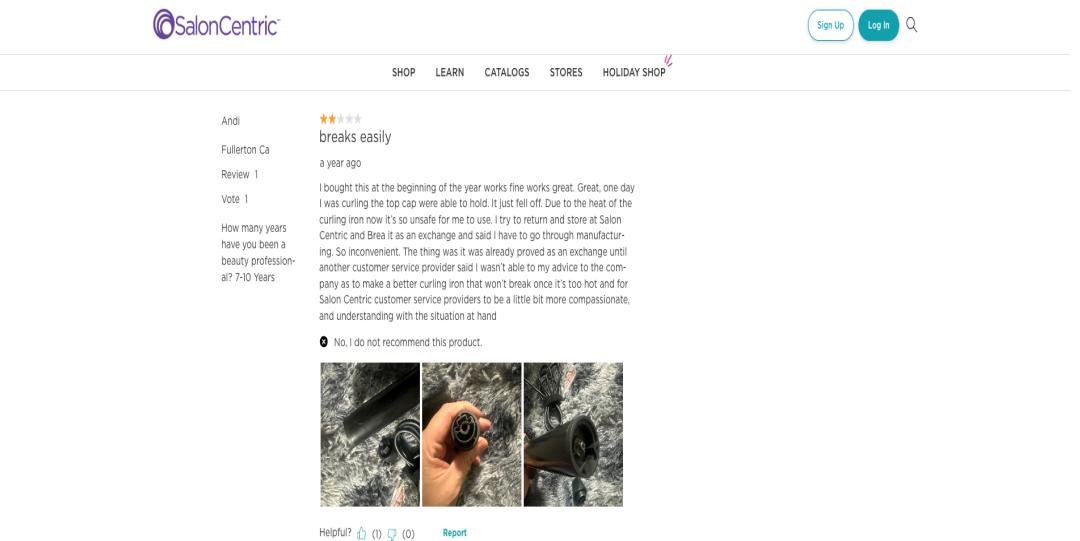
19 Apr 2025

I've had three of these in the past five years. Why three you ask? They break. Easily. While I love the curling iron's performance, the price is way too exorbitant for something that breaks so quick. I've had hair tools last 20 years. Disappointed. Will find a cheaper version on Amazon.

Helpful? Δ (12) | ∇ (2)

Figure 5- Sephora review by a consumer.

34. On Salon Centric's website, a verified review reads:



Andi

Fullerton Ca

Review 1

Vote 1

How many years have you been a beauty professional? 7-10 Years

★★★★

breaks easily

a year ago

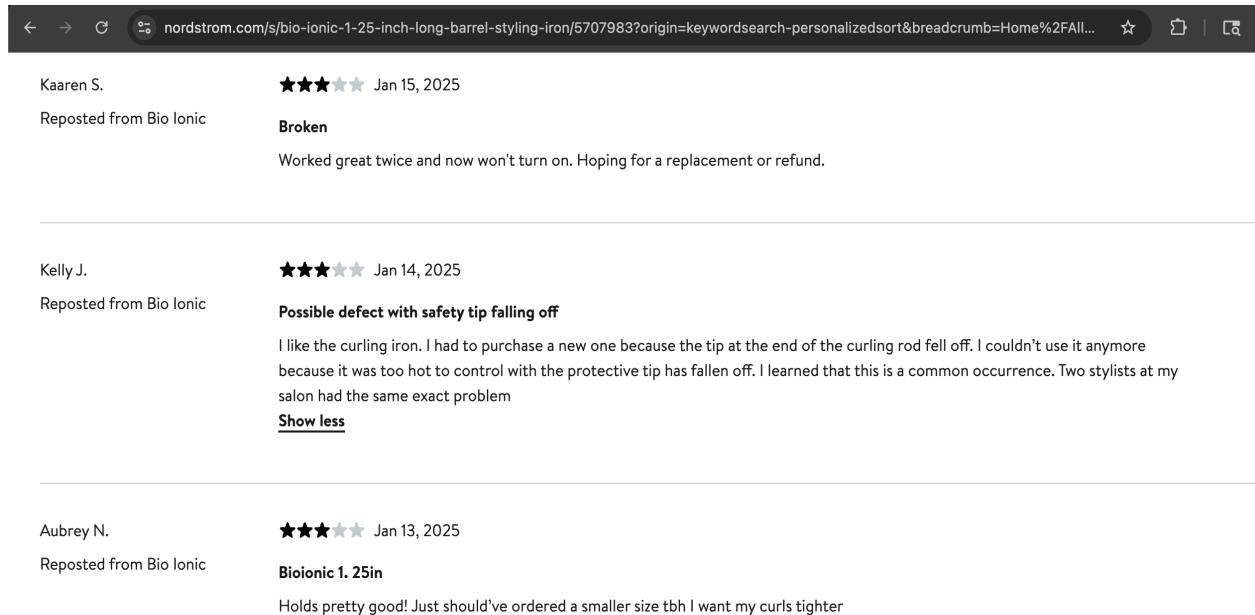
I bought this at the beginning of the year works fine works great. Great, one day I was curling the top cap were able to hold. It just fell off. Due to the heat of the curling iron now it's so unsafe for me to use. I try to return and store at Salon Centric and Brea it as an exchange and said I have to go through manufacturing. So inconvenient. The thing was it was already proved as an exchange until another customer service provider said I wasn't able to my advice to the company as to make a better curling iron that won't break once it's too hot and for Salon Centric customer service providers to be a little bit more compassionate, and understanding with the situation at hand

No, I do not recommend this product.

Helpful? Δ (1) ∇ (0) Report

Figure 6- Salon Centric review by a consumer.

35. On Nordstrom, a user posted under “Possible defect with safety tip falling off.”

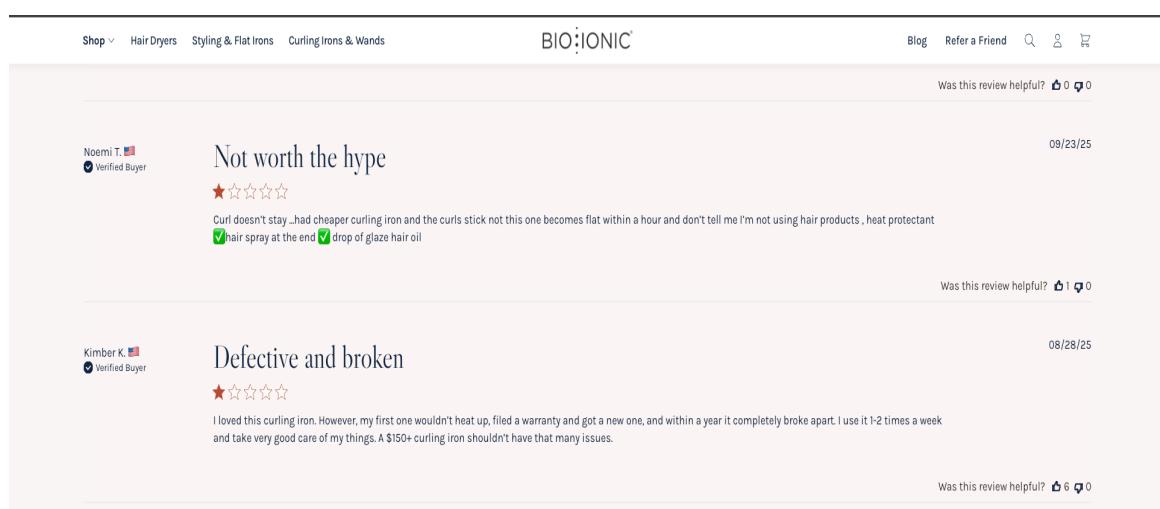


The screenshot shows three user reviews for a Bio Ionic 1.25-inch curling iron on the Nordstrom website. The reviews are as follows:

- Kaaren S.** ★★★★☆ Jan 15, 2025
Reposted from Bio Ionic
Broken
Worked great twice and now won't turn on. Hoping for a replacement or refund.
- Kelly J.** ★★★★☆ Jan 14, 2025
Reposted from Bio Ionic
Possible defect with safety tip falling off
I like the curling iron. I had to purchase a new one because the tip at the end of the curling rod fell off. I couldn't use it anymore because it was too hot to control with the protective tip has fallen off. I learned that this is a common occurrence. Two stylists at my salon had the same exact problem
[Show less](#)
- Aubrey N.** ★★★★☆ Jan 13, 2025
Reposted from Bio Ionic
Bioionic 1.25in
Holds pretty good! Just should've ordered a smaller size tbh I want my curls tighter

Figure 7- Nordstrom review by Kelly J.

36. Bio Ionic also had notice on its own website. A one-star review titled “Defective and broken” states:



The screenshot shows a product page for a Bio Ionic curling iron. A single review is displayed, titled “Defective and broken”:

Noemi T. ★☆☆☆☆ 09/23/25
Verified Buyer
Not worth the hype
Curl doesn't stay ...had cheaper curling iron and the curls stick not this one becomes flat within a hour and don't tell me I'm not using hair products , heat protectant
hair spray at the end drop of glaze hair oil

Kimber K. ★☆☆☆☆ 08/28/25
Verified Buyer
Defective and broken
I loved this curling iron. However, my first one wouldn't heat up, filed a warranty and got a new one, and within a year it completely broke apart. I use it 1-2 times a week and take very good care of my things. A \$150+ curling iron shouldn't have that many issues.

Figure 8 - A review on Bio Ionic's page titled “Defective and broken”.

C. Defendant's False and Misleading Advertising Campaign to Promote Safety and Induce Consumers to Purchase the Affected Products

37. Bio Ionic and its retail partners promoted the Curling Irons through online advertisements, influencer collaborations, and salon demonstrations that highlighted the products' supposed "safety" and "professional-grade technology." These marketing materials emphasized features such as "Moisturizing Heat," "Volcanic Mineral Complex," and "Bio Ionic MoistureLock Technology," all of which were purported to make styling "gentle," "safe for daily use," and "protective against heat damage." Yet, at no point did any advertisement disclose the known risk that the barrel could detach during use, exposing consumers to burn injuries. Instead, the visuals and narration conveyed a message of reliability, smooth styling, and safety — representations that were inconsistent with the serious hazard later identified in the CPSC recall.

38. When it sold the Affected Products, Bio Ionic's consumer-facing marketing was materially misleading and induced consumers to purchase and use the Curling Irons under a false sense of safety. By emphasizing "healthy heat" and "protective styling" while concealing the known risk of the barrel snapping off during normal use, Bio Ionic engaged in deceptive and false advertising practices.

39. Nowhere on Bio Ionic's official product page or in its instruction manuals does Defendant disclose the material risk that the Curling Iron's barrel can snap or detach from the handle while heated, creating a foreseeable burn hazard. Instead, product pages promote the device as an "award-winning tool" and "the Professional's choice for styling tools."¹⁵

40. Personal grooming appliances, including curling irons, are subject to industry safety standards such as UL 859 (Underwriters Laboratories Standard for Household Electric

¹⁵ 1-Inch Long Barrel Styler, SALONCENTRIC, (last visited Nov. 13, 2025).

Personal Grooming Appliances),¹⁶ which require that products minimize burn and mechanical hazards during ordinary use.¹⁷ The Affected Products failed to meet these fundamental safety standards, as evidenced by the subsequent nationwide recall issued by the U.S. Consumer Product Safety Commission.

41. Defendant positioned itself in the marketplace as a trusted and safety-conscious manufacturer of premium salon tools, distinguishing its Curling Irons from lower-cost alternatives sold by mass-market brands. By promoting features such as “Moisturizing Heat” and “Volcanic Mineral Complex” as protective and restorative technologies, Bio Ionic explicitly marketed its Curling Irons as safe, health-conscious, and technologically advanced styling tools.¹⁸ This focus on safety was a key marketing strategy that built consumer trust and enabled Defendant to sell the Affected Products across major retail platforms, including Amazon, Ulta Beauty, Sephora, and Nordstrom.

42. Consumers reasonably relied on Bio Ionic’s representations that its products incorporated advanced safety technology, underwent rigorous testing, and were safe for daily or professional use.¹⁹ Bio Ionic’s marketing, including promotional videos and salon demonstrations depicting stylists handling the device close to the scalp and skin,²⁰ reinforced the perception that the Curling Irons were carefully engineered and safe for use on hair and skin.

43. As a result, consumers — including Plaintiff — were induced to pay a premium price for the Affected Products based on Bio Ionic’s representations of safety, innovation, and quality. Bio Ionic’s conduct influenced consumer decision-making by creating the false impression

¹⁶ 859: *UL Standard for Safety Household Electric Personal Grooming Appliances*, GLOBAL SPEC, (June 20, 2012) <https://standards.globalspec.com/std/14573599/859> (last visited Nov. 13, 2025).

¹⁷ *Id.*

¹⁸ *1-Inch Long Barrel Curling Iron*, BIOIONIC, (last visited Nov. 13, 2025).

¹⁹ BIOIONIC, <https://www.bioionic.com> (last visited Nov. 13, 2025).

²⁰ *Id.*

that its products were meaningfully safer and more reliable than competitors', when in fact the Curling Irons posed a serious burn hazard, as confirmed by the October 23, 2025 CPSC recall issued due to the barrel detachment and burn risk.²¹

D. Consumers Have Been Harmed By Defendant's False and Misleading Representations

44. Defendant knew, or should have known, that the advertising and labeling claims made about the Affected Products are false and misleading. By omitting the detachment risk, Defendant deprived consumers of material safety information that reasonable purchasers rely upon when selecting heat-based styling tools.

45. Defendant knew, or should have known, that its products might not actually be safe for consumer use given the pattern of prior consumer complaints and product incidents involving heat-related hazards, yet continued to represent that its Curling Irons were "salon-trusted" and "engineered for safety."²²

46. Defendant's marketing materials touted the "Moisturizing Heat Technology" and "Volcanic Mineral Complex" as features that "protect hair from damage" and make styling "safe for everyday use."²³ These representations were misleading because they omitted the material fact that the Curling Iron barrels could snap off or overheat unexpectedly, exposing users to burns and mechanical injury.

47. Defendant knew, or should have known, that the advertising for the Affected Products misrepresented material facts concerning safety.

48. Defendant knew, or should have known, that the representations and statements

²¹ See *J&D Brush Co. Recalls Bio Ionic Hair Curling Irons Due to Burn Hazard*, U.S. CONSUMER PRODUCT SAFETY COMMISSION, (Oct. 23, 2025) (last visited Nov.13, 2025).

²² *1-Inch Long Barrel Curling Iron*, BIOIONIC, (last visited Nov. 13, 2025).

²³ *Id.*

made through its labeling and advertising would mislead consumers to purchase the Affected Products instead of competitors' cheaper products based on a false belief that the Affected Products were safer.

49. Had Defendant disclosed the true risks of the Affected Products, Plaintiff, and a Class of similarly situated individuals, would not have purchased the Affected Products, or would have paid less for them, had the Affected Products been truthfully and accurately labeled.

E. The Affected Products Have Been the Subject of a Recall

50. On or about October 23, 2025, Bio Ionic, in cooperation with the U.S. Consumer Product Safety Commission (CPSC), announced a voluntary nationwide recall of certain batches of its 1-Inch Long Barrel Curling Iron (Unit Model LXT-CL-1.0 / Box Model Z-FGTST-CL-1.0) with date codes 0722 through 1223.²⁴ No other models or date codes were included in this recall.²⁵

51. The recall notice expressly identified a serious safety hazard, acknowledging that "the barrel of the curling iron can snap and detach, posing a potential burn hazard to consumers."²⁶ The Affected Products were sold nationwide through professional beauty distributors, retail stores, and online marketplaces at premium prices based on Bio Ionic's representation of superior performance and salon-grade safety.²⁷

52. The recall constitutes an admission that the Affected Product was defective when sold.

53. The recall instructed consumers to immediately stop using the Affected Products and to register for a free replacement through Bio Ionic's recall portal.²⁸ Consumers were directed

²⁴ See *J&D Brush Co. Recalls Bio Ionic Hair Curling Irons Due to Burn Hazard*, U.S. CONSUMER PRODUCT SAFETY COMMISSION, (Oct. 23, 2025) (last visited Nov.13, 2025).

²⁵ *Id.*

²⁶ *Id.*

²⁷ *1-Inch Long Barrel Curling Iron*, BIOIONIC (last visited Nov. 13, 2025).

²⁸ *Bio Ionic Long Barrel Recall*, BIOIONIC (last visited Nov. 13, 2025).

to identify affected units by checking the date code on the prong of the plug and the rating label on the barrel, which lists Model No.: LXT-CL-1.0. If the date code falls between 0722 and 1223, the unit is affected by the recall and must be discontinued from use.

54. Consumers who submitted qualifying recall claims were required to cut off and return the plug of their device after verification to obtain a replacement curling iron, where Bio Ionic advised users to contact its recall support team via support@bioionic.com or its toll-free number for further assistance.²⁹

55. Despite offering a replacement option, the recall fails to provide adequate restitution for consumers who paid a premium for what was marketed as a professional-grade, safety-tested product. The recall does not offer refunds for affected units and does not compensate consumers who may have discarded their defective devices prior to the recall announcement or who no longer trust the brand's replacement products. Despite the scale of the recall, Defendant provided no explanation of the root cause, corrective engineering, or independent safety certification of the replacement units. As a result, consumers including Plaintiff remain financially harmed and burdened by Bio Ionic's deceptive safety representations and inadequate post-recall remedy, having been induced to purchase the Affected Products under a false assurance of safety, quality, and reliability.

56. Plaintiff purchased Defendant's curling iron in or about June 2022. After routine use, the barrel snapped off during operation, burning Plaintiff's finger; the LED power indicator also flickered and failed. Plaintiff reported the defect through Defendant's website and, in lieu of a refund, Defendant provided only a replacement unit.

57. The replacement unit failed in the same way. After the second barrel detachment,

²⁹ *Id.*

and concerned about its safety, Plaintiff discarded the product while traveling and no longer has either unit or the original packaging.

58. Defendant's recall offers only a replacement of the Affected Products. It does not offer refunds, and it provides no compensation to consumers who — like Plaintiff — discarded dangerous units before the recall announcement and/or who reasonably refuse to accept another iteration of the same defective product. A replacement-only remedy leaves consumers bearing the out-of-pocket costs for a product sold under false assurances of safety and reliability and forces them to choose between continued risk or sunk loss. The recall therefore fails to make consumers whole and is substantively inadequate.

59. Defendant continues to sell, or has resumed selling, substantially similar curling irons. Plaintiff and the putative class face ongoing risk of injury and economic loss absent court intervention. Monetary relief alone will not prevent future harm because Defendant's replacement-only program perpetuates the defect rather than curing it. Absent injunctive oversight, Defendant could resume sales without resolving the underlying design and safety issues.

TOLLING

60. The statutes of limitations applicable to Plaintiff's and the Class Members' claims were tolled by Bio Ionic's conduct and Plaintiff's and Class Members' delayed discovery of their claims.

61. As alleged above, Plaintiff and Class Members did not know, and could not have known, that the Affected Products were dangerous. Plaintiff and Class Members could not have discovered Bio Ionic's unlawful conduct with reasonable diligence. Defendant's ongoing marketing and sale of similar models further tolls limitations because the misrepresentations remain active in the marketplace.

CLASS ACTION ALLEGATIONS

62. Plaintiff brings this action pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, individually and on behalf of the following Classes:

All persons who purchased one or more of Defendant's Affected Products in the United States for personal/household use within any applicable limitations period (the "Nationwide Class").

63. Plaintiff brings this action individually and on behalf of the following California subclass:

All persons who purchased one or more of Defendant's Affected Products in the state of California for personal/household use within any applicable limitations (the "California Subclass").

64. Excluded from the Class and Subclass are: (1) any Judge or Magistrate presiding over this action and any members of their families; and (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, any entities in which Defendant or its parents and any entities in which Defendant has a controlling interest and its current or former employees, officers, and directors.

65. Numerosity (Rule 23(a)(1)): The exact number of members of the Class is unknown and currently unavailable to Plaintiff, but joinder of individual members herein is impractical. The Class is likely comprised of thousands, if not millions, of consumers. The precise number of Class members, and their addresses, is unknown to Plaintiff at this time, but can be ascertained from Defendant's records and/or retailer records. The members of the Class may be notified of the pendency of this action by mail or email, Internet postings and/or publications, and supplemented (if deemed necessary or appropriate by the Court) by published notice.

66. Predominant Common Questions (Rule 23(a)(2) and (b)(3)): The Class's claims present common questions of law and fact, and those questions predominate over any questions that may affect individual Class members. The common and legal questions include, but are not

limited to, the following:

- a. whether the Affected Products posed an unreasonable risk of burning;
- b. whether Defendant's marketing omitted material defects/hazards;
- c. whether the recall demonstrates a feasible alternative design;
- d. Whether the marketing, advertising, packing, and labeling for the Affected Products were false, misleading, and/or deceptive;
- e. Whether Defendant violated the state consumer protection statutes alleged herein;
- f. Whether Defendant was unjustly enriched; and
- g. The nature of relief, including damages and equitable relief, to which Plaintiff and members of the Class are entitled.

67. Typicality of Claims (Rule 23(a)(3)): Plaintiff's claims are typical of the claims of the Class because Plaintiff, like all other Class Members, purchased one of the Affected Products, suffered damages as a result of that purchase, and seeks the same relief as the proposed Class Members.

68. Adequacy of Representation (Rule 23(a)(4)): Plaintiff adequately represents the Class because her interests do not conflict with the interests of the members of the Class, and she has retained counsel competent and experienced in complex class action and consumer litigation. Plaintiff and her counsel will fairly and adequately protect the interests of the members of the Class.

69. Superiority (Rule 23(b)(3)): A class action is superior to other available means of adjudication for this controversy. It would be impracticable for members of the Class to individually litigate their own claims against Defendant because the damages suffered by Plaintiff

and the members of the Class are relatively small compared to the cost of individually litigating their claims. Individual litigation would create the potential for inconsistent judgments as well as delays and expenses to the court system. A class action provides an efficient means for adjudication with fewer management difficulties and comprehensive supervision by a single court.

70. Declaratory Relief (Fed. R. Civ. P. 23(b)(1) and (2)): In the alternative, this action may properly be maintained as a class action because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class members, which would establish incompatible standards of conduct for the Defendant; or the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of other members of the Class not parties to the adjudications, or substantially impair or impede their ability to protect their interests; or Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

CAUSES OF ACTION

COUNT I

Violation of New York Deceptive Acts and Practices Law New York General Business Law § 349 (On behalf of Plaintiff and Class)

71. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

72. By the acts and conduct alleged herein, Bio Ionic committed deceptive acts and practices in the State of New York by making the above alleged misrepresentations directed to consumers in New York.

73. Plaintiff and other members of the New York Class are “consumers” in accordance

with New York General Business Law (“GBL”) § 349.

74. Defendant’s advertisements, product listings, and point-of-sale materials represented that the Bio Ionic 1-Inch Long Barrel Curling Iron was safe, durable, and suitable for professional and home use, emphasizing its “premium quality barrel” and “advanced NanoIonic™ technology for healthy, shiny hair.” These and other representations were false and misleading because Defendant omitted the material fact that the barrel could snap and detach during ordinary use, creating a serious burn hazard. A reasonable consumer would have considered this information material and important in deciding whether to purchase or use the Affected Product.

75. Defendant’s acts and practices were consumer-oriented, misleading in a material way, and caused injury to Plaintiff and Class members.

76. Defendant’s statements concerning the safety of the Affected Products, alleged above, were misleading in violation of GBL § 349. At all relevant times, Defendant conducted trade and commerce in New York and elsewhere within the meaning of GBL § 349 and profited from the sale of the Affected Products within New York.

77. Section 349 allows a plaintiff to recover “actual damages or fifty dollars, whichever is greater.” GBL § 349(h).

78. As a direct and proximate result of Defendant’s conduct, Plaintiff and other members of the Class have suffered damages.

79. Accordingly, Plaintiff and the Class seek to enjoin the unlawful acts and practices described herein, to recover actual damages or statutory damages of fifty dollars under GBL § 349, whichever is greater, as well as punitive damages and reasonable attorneys’ fees and costs. On behalf of Plaintiff and the Class, Plaintiff also seeks an order entitling them and the New York Subclass to recover all monies which were acquired through Defendant’s acts of fraudulent, unfair,

or unlawful competition. GBL § 349.

COUNT II
Violation of New York False Advertising Law
New York General Business Law § 350
(On Behalf of Plaintiff and the Class)

80. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

81. By the acts and conduct alleged herein, Defendant committed deceptive acts and practices in the State of New York by making the above alleged misrepresentations directed to consumers in New York.

82. Plaintiff and other members of the New York Class are “consumers” in accordance with GBL § 350.

83. New York’s General Business Law § 350 prohibits false advertising in the conduct of any business, trade, or commerce.

84. Pursuant to said statute, false advertising is defined as “advertising, including labeling, of a commodity … if such advertising is misleading in a material respect.”

85. Defendant engaged in consumer-oriented conduct that is deceptive or misleading in a material way, constituting false advertising in violation of § 350 of the GBL.

86. Defendant’s false, misleading, and deceptive representations and omissions of fact concerning the safety and durability of the Affected Products were directed toward consumers and were likely to mislead reasonable consumers acting reasonably under the circumstances.

87. As a result of Defendant’s false, misleading, and deceptive statements and omissions, Plaintiff and the Class have suffered and continue to suffer economic injury, as they purchased products that were not as represented.

88. Section 350 allows a plaintiff to recover “actual damages or five hundred dollars,

whichever is greater.” GBL § 350-e.

89. Accordingly, Plaintiff and the Class seek to enjoin Defendant’s unlawful acts and practices described herein, to recover actual damages or statutory damages of five hundred dollars under GBL § 350, whichever is greater, as well as punitive damages and reasonable attorneys’ fees and costs.

COUNT III
VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW
CAL. BUS. & PROF. CODE §§ 17500, ET SEQ.
(On behalf of Plaintiff and the California Subclass)

90. Plaintiff and the Subclass incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

91. Defendant’s conduct as alleged herein violates California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, et seq., which makes it unlawful for a business to make, disseminate, or cause to be made or disseminated to the public “any statement, concerning...personal property...which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

92. The Affected Product at issue is “personal property” within the meaning of the FAL.

93. The Affected Product’s packaging omitted any warnings or disclosures regarding the potential burn hazard from the Affected Product breaking, contrary to reasonable consumer expectations.

94. Any express or implied representation, material omission of information, or failure to correct a past material misrepresentation or omission regarding the safety of the Affected Product is a “statement[] concerning personal property” within the meaning of the FAL.

95. Defendant violated the FAL by making, disseminating, and causing to be made or disseminated to the public statements about the safety of the Affected Product that were “untrue or misleading” within the meaning of the FAL.

96. Defendant failed to disclose accurate information regarding the Affected Product generally. Defendant made, disseminated, or caused to be made or disseminated untrue or misleading public statements about the Affected Product in numerous forums, including but not limited to Defendant’s website. Defendant falsely stated that the Affected Product was safe for use, when in fact they omitted the known risk.

97. Defendant knew, or by the exercise of reasonable care, should have known that each of those statements was untrue, misleading, and likely to deceive the public at or near the time it was made or disseminated, and at all times thereafter.

98. Defendant’s marketing materials fail to disclose details of the Affected Product and that its advertising communicated falsehoods, including that consumers would be safe.

99. As a result of Defendant’s FAL violations and the harm caused thereby, Plaintiff and Class members are entitled to and seek (a) injunctive relief to protect the consuming public by prohibiting Defendant from engaging in its past and ongoing acts, omissions, and conduct that violate the FAL; (b) restitution of the full value of all monies and other consideration that Plaintiff and Class members paid Defendant for the purchase of the Affected Product, including any reduced value of Plaintiff’s and Class members’ purchase, and disgorgement of the profits Defendant derived from its wrongful conduct; and (c) an award of reasonable attorneys’ fees under Cal. Code Civ. Proc. § 1021.5.

COUNT IV
VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT
CAL. BUS. & PROF. CODE §§ 1750, ET SEQ.
(On behalf of Plaintiff and the California Subclass)

100. Plaintiff repeats, re-alleges, and incorporates each and every factual allegation contained in all previous paragraphs as if fully set forth herein.

101. California's Consumer Legal Remedies Act ("CLRA") prohibits "unfair methods of competition and unfair or deceptive acts or practices" in connection with the sale or lease of goods. Cal. Civ. Code § 1770.

102. The CLRA is to be liberally construed and applied to protect consumers against unfair and deceptive business practices. Cal. Civ. Code § 1760.

103. Plaintiff, and each California Subclass member, is a "consumer," as defined in Cal. Civ. Code § 1761(d).

104. The Affected Product is a "good[]," as defined in Cal. Civ. Code § 1761(a).

105. Defendant is a "person" as defined in Cal. Civ. Code § 1761(c).

106. Plaintiff and each proposed Subclass member's purchase of Defendant's Affected Product constituted a "transaction" as defined in Cal. Civ. Code § 1761(e).

107. Defendant's actions were unfair, unlawful, and deceptive under the CLRA. Defendant made false representations about the Affected Product. Defendant falsely represented that the Affected Product met specific safety standards, while the Affected Product did not meet these standards and did not contain the advertised safety. Cal. Civ. Code § 1770(a)(7).

108. Defendant's actions were unfair, unlawful, and deceptive under the CLRA as Defendant fraudulently advertised their Affected Product and fraudulently advertised that the Affected Product would contain certain qualities but sold consumers the Affected Product that was different than what was advertised. Cal. Civ. Code § 1770(a)(9).

109. Defendant's actions were unfair, unlawful, and deceptive under the CLRA as Defendant promised that Plaintiff and the California Subclass Members that the Affected Product was safe. Cal. Civ. Code § 1770(a)(7).

110. Defendant's actions were unfair, unlawful, and deceptive under the CLRA as Defendant inserted untrue statements about safety on its website. Cal. Civ. Code § 1770(a)(14).

111. Defendant fraudulently deceived Plaintiff and the California Subclass by representing that their Affected Product and services have certain characteristics, benefits, and qualities, which they do not have. In doing so, Defendant intentionally misrepresented and concealed material facts from Plaintiff and the California Subclass. Defendant falsely advertised that its Affected Product had higher quality standards than those that were ultimately delivered. These misrepresentations and concealments were committed with the intention of deceiving Plaintiff and the California Subclass and depriving them of their legal rights and money.

112. Defendant's claims about its products have led and continue to lead consumers to reasonably believe that Defendant's Affected Product was safe.

113. Plaintiff and the California Subclass have suffered injury-in-fact as a result of and in reliance upon Defendant's false representations and have lost money as a result of Defendant's unfair, unlawful, and fraudulent conduct. Plaintiff and the California Subclass would not have bought Defendant's Affected Product, or would have paid significantly less for them, had they known that they would receive a product that could snap in half.

114. Defendant's actions as described herein were done with conscious disregard for Plaintiff and the rights of California Subclass Members, and Defendant intentionally represented that the Affected Product or services have approval, characteristics, ingredients, uses, benefits, or quantities which they do not have.

115. Plaintiff and California Subclass Members seek all monetary and nonmonetary relief allowed by law, including restitution, reasonable attorneys' fees and costs under California Code of Civil Procedures § 1021.5, and injunctive relief under the CLRA pursuant to Cal. Civ. Code § 1782(d) and other appropriate equitable relief.

COUNT V
UNJUST ENRICHMENT
(On behalf of the Plaintiff and the Class)

116. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

117. Plaintiff and Class members conferred benefits upon Defendant. Plaintiff and Class members paid money for Defendant's Affected Products that they would not have purchased or would not have purchased on the same terms, had they known that the Affected Products were unsafe or could be susceptible to breakage.

118. Defendant unjustly retained the benefits conferred upon by Plaintiff and Class members.

119. Defendant retained those benefits under circumstances that make it inequitable for Defendant to retain such benefits. Specifically, Defendant retained those benefits even though Defendant's Affected Products were unsafe and could not perform as advertised. If Plaintiff and Class members had known the true nature of Defendant's Affected Products, they would not have purchased the Curling Irons. Plaintiff and Class members are therefore entitled to disgorgement and/or restitution as prayed for hereunder.

120. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiff and members of the Class is unjust and inequitable, Defendant must pay restitution to Plaintiff and members of the Class for its unjust enrichment, as ordered by the Court.

COUNT VI
NEGLIGENT DESIGN
(On behalf of the Plaintiff and the Class)

121. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

122. Defendant had a duty to exercise reasonable care in the design of the Affected Products to avoid unreasonable, foreseeable risks of harm where safer, feasible alternatives existed.

123. The design of the Affected Products places users' hands in close proximity to the heated barrel during ordinary use. The Curling Iron's long barrel design encourages users to stabilize hair or adjust positioning near the barrel tip, which is the precise area that can detach or snap off without warning. As a result, users' hands are placed directly in the zone of danger, exposing them to a foreseeable risk of burns and injuries.

124. Feasible, safer alternative designs were available at reasonable cost, including, but not limited to: (a) reinforced barrel-to-handle connection mechanisms; (b) heat-resistant end caps or guards to protect against contact when the barrel detaches; (c) improved quality control and stress testing of barrel attachment joints; (d) incorporation of secure locking or dual-fastening systems; and (e) clear and conspicuous warnings on the Affected Products and packaging regarding the risk of detachment.

125. Defendant breached its duty by adopting and selling the above layout without proper safeguards.

126. This defective design was a substantial factor in causing the barrel detachment incidents and resulting burn injuries alleged by Plaintiff and the putative Class members.

127. Defendant had actual and constructive knowledge of the defect well before the

recall announcement, including consumer complaints, internal testing, and incident data accumulated over years. Defendant continued to market and sell the Affected Products without providing adequate warning or redesign.

128. Plaintiff and the Class suffered injury, burns and damages related losses, proximately caused by Defendant's negligent design.

COUNT VII
NEGLIGENT FAILURE TO WARN
(On behalf of the Plaintiff and the Class)

129. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

130. Defendant owed a duty to provide adequate warnings and instructions regarding non-obvious risks known or reasonably knowable at the time of sale, and — when appropriate — to provide post-sale warnings as knowledge of hazards emerged.

131. The risk that the barrel of the Curling Iron could suddenly snap and detach during ordinary styling use, exposing users to direct contact with a heated metal surface, was not open and obvious to ordinary consumers at the time of purchase.

132. Defendant knew or, in the exercise of reasonable care, should have known of the detachment hazard through pre-market testing, design validation, and consumer feedback. Post-sale, Defendant received multiple consumer complaints and reviews reporting that the barrel had separated or loosened during use, causing burns and other injuries. Despite this, Defendant failed to issue adequate warnings, safety instructions, or interim guidance, and did not initiate a recall until after numerous incidents had occurred and the product had been distributed nationwide.

133. Defendant breached its duties by (a) omitting clear pre-sale warnings regarding the risk of barrel detachment and burn hazards; (b) failing to instruct consumers on protective handling

measures or safe usage practices in the event of loosening or instability; and (c) failing, post-sale, to promptly notify prior purchasers, issue safety advisories, or provide interim replacement options once the hazard became evident through consumer feedback and internal data.

134. The absence of adequate warnings and instructions was a substantial factor in causing the burn injuries to Plaintiff and Class members during ordinary and intended use.

COUNT VIII
NEGLIGENCE
(On behalf of the Plaintiff and the Class)

135. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

136. Defendant owed Plaintiff and the Class a duty to exercise reasonable care in the design, testing, manufacture, labeling, instructions, and warnings for its Bio Ionic 1-Inch Long Barrel Curling Irons, including a post-sale duty to take reasonable steps once hazards became known.

137. Defendant breached these duties by, among other things: (a) adopting a barrel-and-handle design prone to structural failure under normal use without sufficient internal reinforcement or safety locking mechanisms; (b) failing to conduct or act upon reasonable pre-market testing that would have revealed the risk of the heated barrel detaching during operation; (c) failing to provide adequate pre-sale warnings and instructions regarding the possibility of detachment and resulting burn hazards; and (d) failing, post-sale, to timely warn prior purchasers, issue interim safety instructions, or initiate a prompt recall after receiving consumer complaints and reports of the barrel snapping off during use.

138. The risks of barrel detachment and resulting burns were foreseeable to Defendant, and safer, feasible alternative designs and precautions were available at reasonable cost, including

the use of (a) stronger barrel connectors or locking joints; (b) heat-resistant coupling materials; and (c) clear, prominent warnings and instructions cautioning consumers to discontinue use if the barrel loosens or detaches.

139. Defendant's negligence was a substantial factor in causing the detachment events and burn injuries suffered by Plaintiff and members of the Class during ordinary and intended use. Such harm was a reasonably foreseeable consequence of Defendant's breaches alleged herein.

140. As a direct and proximate result, Plaintiff and the Class sustained injuries and damages, including physical burns, pain and suffering, medical expenses, out-of-pocket losses, and diminution in value.

COUNT IX
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
U.C.C. § 2-314
(On behalf of the Plaintiff and the Class)

141. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

142. Defendant is a merchant that designed, manufactured, marketed, and sold the Affected Products for ordinary consumer hair styling use.

143. An implied warranty arose that the Curling Irons were fit for the ordinary purposes for which such goods are used, including safe handling, heating, and application to hair during normal operation.

144. The Curling Irons were not merchantable at the time of sale because the high-heat components, inadequate insulation, and/or defective automatic shut-off mechanisms exposed users to a foreseeable risk of burns, overheating, and product malfunction during ordinary use.

145. Defendant knew or should have known of this hazard through pre-market testing, consumer complaints, and post-sale reviews, yet continued sales without implementing adequate

design modifications or providing effective warnings.

146. Plaintiff and Class members purchased the Curling Irons from Defendant or its authorized retailers. To the extent privity is required, it is satisfied by purchases through Defendant's retail channels and/or because purchasers were intended third-party beneficiaries of Defendant's warranties.

147. Any purported warranty disclaimer or limitation is unenforceable because it was not conspicuous, is unconscionable given the undisclosed safety defect, and in all events any limited remedy failed of its essential purpose.

148. Defendant had actual notice from consumer complaints and injury reports.

149. Plaintiff provided notice of the defect via her complaint to Bio Ionic and follow-up correspondence.

150. Defendant's breach was a proximate cause of injuries and damages, including physical burns, pain and suffering, medical expenses, overpayment, out-of-pocket and replacement costs, and diminution in value.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Classes, prays for relief and judgment against Defendant as follows:

- a. Certifying the Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as the representative of the Class, and designating Plaintiff's counsel as Class Counsel;
- b. Awarding Plaintiff and the Classes compensatory damages;
- c. An order requiring Defendant to implement a court-supervised repair and corrective-notice program for all Affected Products;
- d. Corrective advertising and disclosure statements at points of sale and on

- Defendant's website;
- e. Disgorgement and restitution of monies received from Class Members as a result of the defective and misrepresented products;
- f. Awarding Plaintiff and the Classes appropriate relief, including but not limited to actual damages;
- g. For declaratory and equitable relief, including restitution and disgorgement;
- h. For an order enjoining Defendant from continuing to engage in the wrongful acts and practices alleged herein;
- i. Awarding Plaintiff and the Classes the costs of prosecuting this action, including expert witness fees;
- j. Awarding Plaintiff and the Classes reasonable attorneys' fees and costs as allowable by law;
- k. Entering preliminary and permanent injunctive relief against Defendant, directing Defendant to cure inadequate recall and notification processes, correct its manufacturing and marketing practices, requiring Defendant to engage an independent safety-testing laboratory to certify corrective measures for all replacement curling irons, and comply with the relevant consumer protection statutes;
- l. Awarding pre-judgment and post-judgment interest;
- m. For punitive damages; and
- n. Granting any other relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury of all claims so triable.

Dated: November 14, 2025

LEVI & KORSINSKY, LLP

By: /s/ Mark S. Reich
Mark S. Reich (511263)
Michael N. Pollack (6173272)
33 Whitehall Street
27th Floor
New York, NY 10004
Telephone: 212-363-7500
Facsimile: 212-363-7171
Email: mreich@zlk.com
Email: mpollack@zlk.com

Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

GISELLE BELTRAN, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Orange County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mark S. Reich, LEVI & KORSINSKY, LLP, 33 Whitehall Street
27th Floor, New York, NY 10004, Telephone: 212-363-7500

DEFENDANTS

BEAUTY BY IMAGINATION, LLC d/b/a BIO IONIC,

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 369 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 386 Other Personal Injury		<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input checked="" type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 899 Administrative Procedure
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
IMMIGRATION				
		<input type="checkbox"/> 462 Naturalization Application		
		<input type="checkbox"/> 465 Other Immigration Actions		
FEDERAL TAX SUITS				
		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)		
		<input type="checkbox"/> 871 IRS—Third Party	26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act, 28 U.S.C. § 1332(d)

Brief description of cause:
Unjust enrichment, breach of implied warranty of merchantability, negligent design

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

11/14/2025

/s/ Mark S. Reich

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Mark S. Reich, counsel for Giselle Beltran, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more or its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that “A civil case is “related” to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge.” Rule 50.3.1 (b) provides that “A civil case shall not be deemed “related” to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties.” Rule 50.3.1 (c) further provides that “Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be “related” unless both cases are still pending before the court.”

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? no
- 2.) If you answered “no” above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? yes, Suffolk County
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? yes

If your answer to question 2 (b) is “No,” does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? _____

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/ Mark S. Reich

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bio Ionic Failed to Disclose Dangerous Curling Iron Defect, Class Action Lawsuit Claims](#)
