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10
11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 THOMAS COHEN and ERIK PAULSEN, on
14 behalf of themselves and all others similarly
situated,

15 Plaintiffs,

16
17 v.

18 INSINKERATOR, LLC,

19 Defendant.

CASE NO. 7:25-cv-10719

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Thomas Cohen and Erik Paulsen (“Plaintiffs”), by and through undersigned counsel, on
2 behalf of themselves and all others similarly situated, bring this Class Action Complaint against
3 Defendant InSinkErator, LLC (“Defendant” or “InSinkErator”) and in support allege, upon
4 information and belief and based on the investigation of counsel, as follows:

5
6 **NATURE OF THE CASE**

7 1. InSinkErator designed, manufactured, and sold garbage disposals containing
8 galvanized steel with knowledge that galvanized steel was not suitable for durable, long-term use in
9 garbage disposals due to corrosion and that inexpensive, alternative materials and designs were
10 available. However, despite InSinkErator’s knowledge regarding the lack of durability in its design
11 and material selection, it concealed the unsuitability of its design from consumers and profited
12 significantly from the premature failure of the garbage disposals through replacement purchases.

13 2. As a result, Plaintiffs and Class Members were deceived by InSinkErator, had
14 garbage disposals that not only prematurely fail, but frequently result in significant water damage
15 to their cabinetry and kitchens. As Plaintiffs and Class Members did not receive the benefit of their
16 bargain and would not have purchased the garbage disposals or would not have paid as much for
17 them if they had known the truth about the use of galvanized steel in garbage disposals. Plaintiffs
18 bring this suit individually and behalf of others similarly damaged by InSinkErator’s conduct.

19 3. Established in 1938, InSinkErator claims to be “the world’s largest manufacturer of
20 garbage disposals and instant hot water dispensers for home and commercial use.”¹

21 4. More specifically, InSinkErator touts that “the name InSinkErator® has been
22 synonymous with garbage disposals for over 80 years. *They were our idea.*”²

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26 _____
27 ¹ See <https://insinkerator.emerson.com/en-us/about-us> (last visited Sept. 9, 2025).

28 ² See *id.* (emphasis added).

5. InSinkErator, which offers “a garbage disposal for every household and budget,” has three series of household garbage disposals: 1) Badger Series (formerly “Standard Series”), 2) Power Series, and 3) Quiet Series.

6. InSinkErator-branded Badger Models 1 (including Badgers 100 and 1XL) and 5 (including Badgers 500 and 5XL) (collectively “Badgers” or “Class Badgers”)³ are made with galvanized steel grind components and galvanized steel Upper End Frames (“UEFs”), as further detailed below. The Badgers⁴ all contain the same or substantially similar designs⁵ and manufacturing⁶, and specifically, all utilize the galvanized steel components at issue in this case.

7. Badgers have historically, and at all times relevant hereto, had a [REDACTED].⁷ In other words, InSinkErator designed the Badgers to remain in service in consumers’ kitchens for at least [REDACTED] from the time of installation until the time of removal.

8. InSinkErator selected these materials, designed, manufactured, distributed, marketed, and sold the Badgers knowing that the galvanized steel’s zinc coating will begin to

³ Badgers 100 and 500 are the Home Depot branded Models, and Badgers 1XL and 5XL are the Lowes branded Models of their respective Badger Model 1 and 5 families.

⁴ Plaintiff’s counsel has collected significant amounts of evidence in the lead case, *Miller et al. v. InSinkErator, LLC.*, 1:23-cv-03797, filed June 15, 2023. During the discovery period in that litigation, more than 10,000 documents were produced by InSinkErator, as well as numerous depositions taken.

⁵ See ISE_0026363 ([REDACTED]); see also ISE_0027177 ([REDACTED]).

⁶ See ISE_0018765 ([REDACTED]).

⁷ E.g., [REDACTED] ISE_0042476; Kocha Dep. (30(b)(6) Representative, [Director of Engineering and Quality]) 214:12-216:2, Nov. 12, 2024 (ISE_24167; Exhibits 20 and 21); Just Dep., 24:3-13, Jan. 15, 2025 (testifying that the Design Life of the Badgers has been [REDACTED] since he began working at [Senior Reliability Engineer] Emerson in 2021); see also ISE_0008660; ISE_0042476.

1 corrode almost immediately once it is installed and exposed to water, leading to irreversible material
 2 loss.⁸ Accordingly, InSinkErator's material selection and design of the Badgers with galvanized
 3 steel that corrodes with regular, foreseeable, and intended use is defective (the "Defect"). Therefore,
 4 the Badgers are not suitable for their intended use as household garbage disposals that properly and
 5 reliably dispose of food waste under the sink and into the home plumbing system.

6
 7 9. Representative photographs of the Badger 1 and 5⁹:



18 10. InSinkErator has been selling the Badgers since the 1990s and represents the Badgers
 19 to consumers as setting the "standard for reliability and durability," delivering "rugged and reliable"
 20 disposers for "years of dependable service."¹⁰

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 24 ⁸ See Kocha Dep. 92:4-21; 100:17-24; 101:1-19; 102:10-23, Nov. 12, 2024 ("if I really want to be
 25 technically correct and talk about corrosion, corrosion starts, you know, almost immediately on a
 26 metallic surface. I mean, oxidation can start within minutes.").

27 ⁹ See ISE_0046752.

28 ¹⁰ See <https://www.insinkerator.com/en-us/support/replacement-guide> (last visited Oct. 14, 2025).

1 11. The Badgers’ prices vary slightly depending upon whether a power cord is included
2 and the motor horsepower capacity, but on average are about \$129.00 for Badger 1s and \$149.00
3 for Badger 5s.¹¹

4 12. The Badgers currently come with a 2-Year “In-House Full-Service Limited
5 Warranty” for Badger 1s and a 5-Year “In-House Full Service Limited Warranty” for Badger 5s.
6 The current warranties replaced the prior warranty duration of 1 year for Badger 1s and 3 years for
7 Badger 5s.
8

9 13. Although InSinkErator does not market the Badgers as “[REDACTED],” internal
10 documents¹² reveal that [REDACTED] products are exactly what InSinkErator sells to consumers who
11 believe they are buying “durable,” “long lasting,”¹³ and reliable garbage disposals when they
12 purchase the Badgers.
13

14 14. However, InSinkErator relies heavily on its brand recognition to sell its products,
15 including the [REDACTED] Badgers.

16 15. Its Brand Positioning Statement describes this strategy¹⁴:
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21 ¹¹ See https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/standard-series?_gl=1*1aieazm*_gcl_au*OTI0NjkyMTEzLjE3NTU4OTU1MjIuMTYwNDU3NDY5OC4xNzU1ODk1NTI5LjE3NTU4OTU1Mjk (last visited Aug. 22, 2025) (also showing the difference
22 in the Models relate to motor horsepower and warranty duration).
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24 ¹² See Plaintiffs’ Exhibit (hereinafter “Exhibit”) 6 (noting [REDACTED]
25 models); see also Exhibit 187.

26 ¹³ See <https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/standard-series>
27 (last visited Aug. 22, 2025).

28 ¹⁴ See Exhibit 8.

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16. In keeping with InSinkErator's intention to make [REDACTED]
[REDACTED],¹⁵ consumers believe InSinkErator sells [REDACTED]
[REDACTED]¹⁶ with "expertise," it promotes its Badgers as "Durable and long-lasting,"¹⁷ and "Built to
last"¹⁸;

¹⁵ See *id.*

¹⁶ See *id.*

¹⁷ See <https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/standard-series> (last visited August 14, 2025).

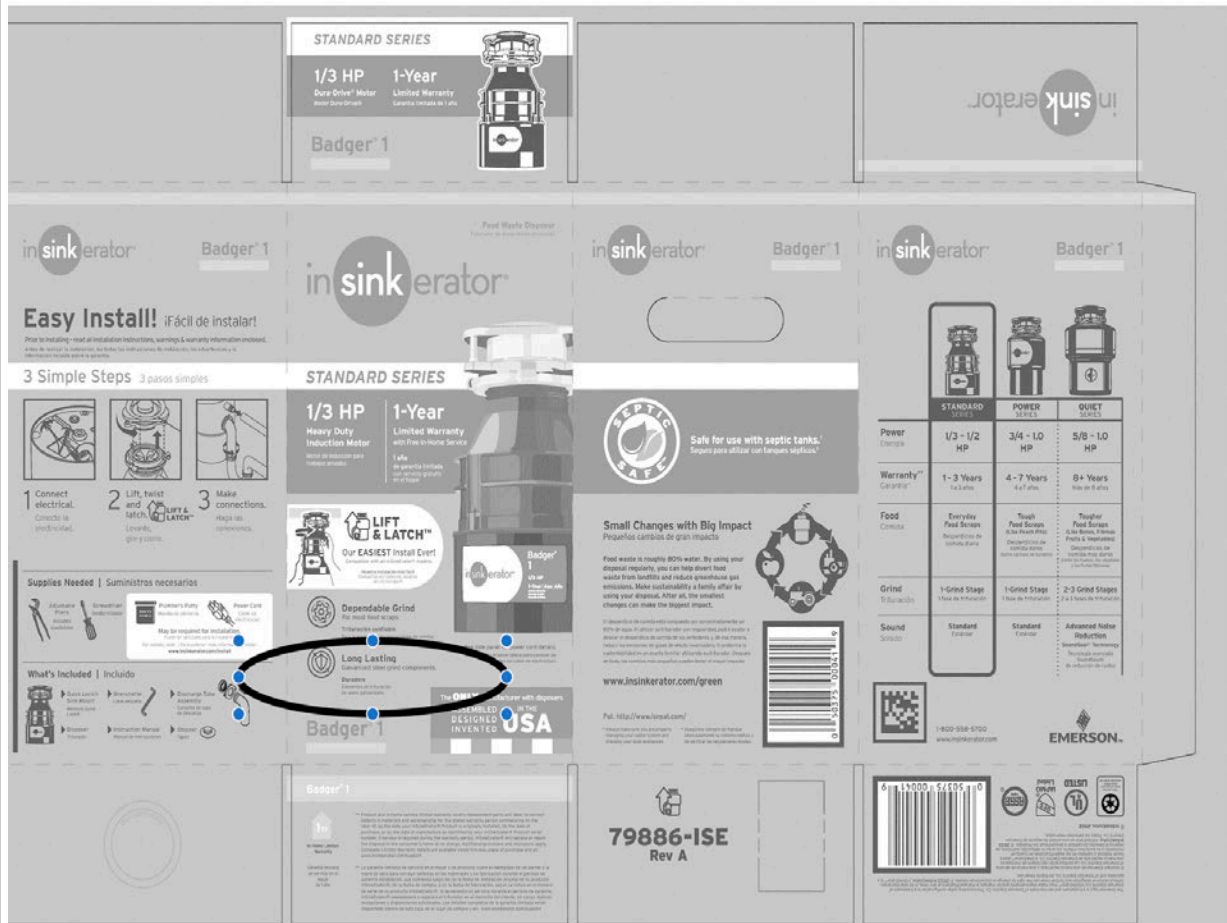
¹⁸ See *id.*

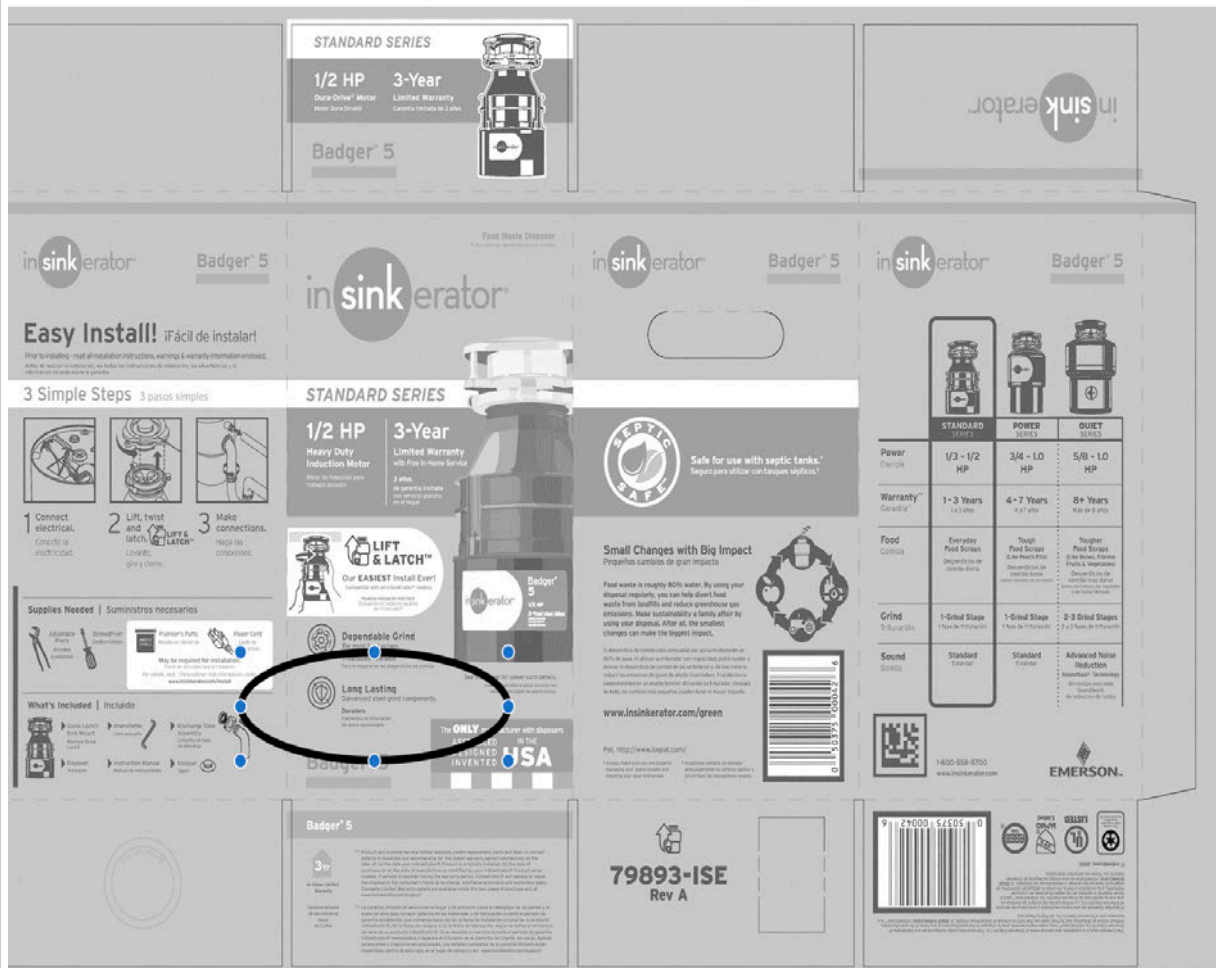


17. In InSinkErator’s written materials and on its packaging, InSinkErator consistently utilizes representations regarding its Badgers as using “Rugged Galvanized Steel Construction (*For Disposer Durability*)”¹⁹²⁰:

¹⁹ See <https://www.insinkerator.com/documents/badger-100-garbage-disposal-specifications-en-us-71090.pdf> (last visited Oct. 14, 2025) (emphasis added); <https://www.insinkerator.com/documents/badger-5-specifications-en-81720.pdf> (last visited Oct. 14, 2025); see also ISE_0004473 (2022 Badger 1 packaging indicating in the second column from the left that the disposer is “Long Lasting Galvanized steel grind components” (circle added)); ISE_0005314 (2022 Badger 5 packaging indicating in the second column from the left that the disposer is “Long Lasting Galvanized steel grind components” (circle added)).




²⁰ The Merriam-Webster Dictionary defines durable as “able to exist for a long time without significant deterioration in quality or value.” <https://www.merriam-webster.com/dictionary/durable> (last visited Sept. 8, 2025).





18. Notably, on the face of InSinkErator's website, the Badger Series is the only disposal represented as having qualities relative to how long the disposal should last²¹:


²¹ See *id.*; see also, comparison chart continuing to represent galvanized steel grind components as being "Long lasting;" however, the stainless steel models are at that time represented as being "rust-resistant" (<https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/disposal-comparison-chart> (last visited Aug. 22, 2025)).

 PRODUCTS PRODUCT GUIDES KITCHEN BETTER SUPPORT WHERE TO BUY ABOUT US Search  								
Horsepower	1/3	1/2	3/4	3/4	1.0	3/4	3/4	1.0
Sound	Standard Sound	Standard Sound	Standard Sound	Reduced Sound	Reduced Sound	Quietest SoundSeal® Technology	Quietest SoundSeal® Technology	Quietest SoundSeal® Technology
Grind Stages	1-Stage Grind	1-Stage Grind	1-Stage Grind	2-Stage MultiGrind® Technology	2-Stage MultiGrind® Technology	3-Stage MultiGrind® Technology	3-Stage MultiGrind® Technology	4-Stage MultiGrind® Technology
Grindability	Dependable grind for most food scraps	Dependable grind for most food scraps	Dependable grind for most food scraps	Finer grind designed to prevent clogs¹	Finer grind designed to prevent clogs¹	Finest grind designed to prevent clogs²	Finest grind designed to prevent clogs²	Finest grind designed to prevent clogs, plus a cleansing paddle for odor reduction³
Lift & Latch® Technology	•	•	•	•	•	•	•	•
EZ Connect Disposal				•	•	•	•	•
EasySwap Installation	•	•	•	•	•	•	•	•
Durability	Long lasting galvanized steel grind components	Long lasting galvanized steel grind components	Long lasting galvanized steel grind components	Rust-resistant stainless steel grind components	Rust-resistant stainless steel grind components	Rust-resistant stainless steel grind components	Rust-resistant stainless steel grind components	Rust-resistant stainless steel grind components
Feed Type	Continuous Feed	Continuous Feed	Continuous Feed	Continuous Feed	Continuous Feed	Continuous Feed	Continuous Feed	Continuous Feed
In-Home Limited Warranty	2-Year¹	5-Year¹	6-Year¹	6-Year¹	7-Year¹	9-Year¹	9-Year¹	10-Year¹
MSRP	\$129.00⁴	\$149.00⁴	\$179.00⁴	\$199.00⁴	\$249.00⁴	\$299.00⁴	\$359.00⁴	\$349.00⁴
	BUY NOW	BUY NOW	BUY NOW	BUY NOW	BUY NOW	BUY NOW	BUY NOW	BUY NOW

1. Compared to our 1-stage grind disposals 2. Compared to 1 & 2 stage MultiGrind® Technology 3. See product warranty for details. 4. The listed price may differ from actual selling prices in your area.

We offer a garbage disposal for every household and budget:

[FIND THE RIGHT DISPOSAL FOR YOUR KITCHEN >](#)



BADGER® SERIES
Durable & Long Lasting

[DISCOVER >](#)

POWER SERIES
Grinds Food Scraps Finer

[DISCOVER >](#)

ADVANCED SERIES
Our Quietest. Unmatched Performance.

[DISCOVER >](#)

²² See https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/standard-series?_gl=1*1aiczam*_gcl_au*OTI0NjkyMTEzLjE3NTU4OTU1MjIuMTYwNDU3NDY5OC4xNzU1ODk1NTI5LjE3NTU4OTU1Mjk (last visited Aug. 22, 2025).

²³ See *id.*

1 19. As to the specifics of that durability, and as stated above, the Badgers²⁴ have at all
2 times had a [REDACTED].²⁵

3 20. Prior to the initiation of the preceding *Miller* lawsuit referenced in footnote 4,
4 InSinkErator also previously made representations on its website in its FAQs and in response to
5 complaints on its website, that the Badgers should last 6-8 years.²⁶
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7 21. Notwithstanding the [REDACTED] or prior website representations, the average
8 expected service life of a garbage disposal is at least 10 years according to various industry
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23 _____
24 ²⁴ Plaintiffs' counsel has collected significant amounts of evidence in the lead case, *Miller et al. v.*
25 *InSinkErator, LLC.*, 1:23-cv-03797, filed June 15, 2023. During the discovery period in that
litigation, more than 10,000 documents were produced by InSinkErator, as well as numerous
depositions taken.

26 ²⁵ See paragraph 6 n.7 above.

27 ²⁶ See Exhibit 263; Exhibit 80; ISE_0012089.
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standards, with the International Association of Certified Home Inspectors stating a service life of 12 years.²⁷ [REDACTED].²⁹

22. One subrogation engineer from Donan CTL (Component Testing Lab) who investigated multiple failed Badgers, noted in his report related to a 5.5 year old failed Badger 100 causing water damage, that the Badger had failed prior to the life expectancy noted in the U.S. Department of Housing and Urban Development’s guide of 10 years for a garbage disposal.³⁰ The engineer further concluded that the Badger had prematurely failed, and further noted:

The significant corrosion inside the garbage disposal suggests than an appropriate material or coating was not used for the application. ***The subject failure is consistent with the manufacturing defect previously seen in multiple InSinkErator brand garbage disposals.***

23. InSinkErator’s representations of “durability” and “long-lasting” materials, coupled with the industry standards of an average of more than 10 years of service life, would lead reasonable

²⁷ See <https://www.nachi.org/life-expectancy.htm> (last visited Oct. 14, 2025); <https://plumblineservices.com/help-guides/when-should-i-replace-my-garbaInSinkErator-disposal> (citing the International Association of Certified Home Inspectors) (last visited Mar. 14, 2023); <https://www.bobvila.com/articles/how-long-do-garbaInSinkErator-disposals-last/> (last visited Mar. 14, 2023); see also ISE_0022244; ISE_0023460.

²⁸ Despite widely accepted industry standards, InSinkErator boldly represents to Plaintiff and Class Members that the “industry wide average life of a garbage disposal is 6 to 8 years”—which is not only untrue, but also exceeds the Badger warranty durations. Notably, upon information and belief, InSinkErator removed certain written website representations that the average service life of a garbage disposal of 6–8 years, after and because of the *Miller* Plaintiffs’ notice to InSinkErator of their claims in a parallel lawsuit brought in the Northern District of Illinois in June 2023. Instead, InSinkErator now refers consumers to the exact durational term of each warranty. However, despite its attempted remedial efforts, InSinkErator’s corrective representation is not applicable to Plaintiffs in this Action or other consumers who purchased prior to the website and other material changes in product representations after notice was provided. Crucially, InSinkErator’s customer care employees continue to represent the Badgers as having an average service life of 6-8 years on the website and in direct communications with consumers.

²⁹ See ISE_0018765; see also Exhibit 266.

³⁰ See Exhibit 34 [Emphasis Added].

1 consumers to believe that in purchasing a Badger they were receiving a garbage disposal that would
2 meet or exceed the undisclosed [REDACTED].

3 24. However, despite the explicit representation that the Badgers' galvanized steel
4 materials were used in the design of the Badgers for "Disposer Durability," galvanized steel is an
5 improper material for use in a garbage disposal due to the galvanized steel's exposure to a
6 consistently wet environment full of debris during regular sink and disposal use.
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8 25. Plaintiffs' experts in the *Miller* case had the opportunity to inspect thousands of
9 Badgers returned by consumers and were able to observe that corrosion begins well within the first
10 year of service and causes the Badgers to typically fail before the [REDACTED] and before the
11 industry standard average of over 10 years.

12 26. In actuality, InSinkErator's own documents and analysis of years of field returns
13 demonstrate that [REDACTED] of the Badgers will fail from corrosion within [REDACTED]³¹, [REDACTED] of the Badgers
14 will fail from corrosion within [REDACTED]³², and [REDACTED] within [REDACTED].³³ In total, [REDACTED] of all Badgers
15 will be removed from service *due to corrosion related leakage*.³⁴ Even more Badgers fail from
16 corrosion related material loss that causes the Badgers to stop working altogether.³⁵ Furthermore,
17 the data regarding corrosion related failures may be underreported by InSinkErator, as some
18 percentage of field returns being evaluated did not come with data related to the reported failure.
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23 ³¹ See ISE_0024402.

24 ³² See Exhibit 227a.

25 ³³ See *id.*

26 ³⁴ See Exhibit 232.

27 ³⁵ See *id.*
28

1 [REDACTED]
2 [REDACTED]
3 28. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]³⁷

10 29. Despite having such knowledge [REDACTED]
11 [REDACTED], InSinkErator does not warn or advise consumers that their
12 Badgers are likely to fail prematurely, and failure may result in substantial property damage from
13 corrosion related UEF perforation.
14

15 30. Rather, InSinkErator intentionally deceives consumers who call about corrosion or
16 corrosion related symptoms in their Badgers after purchase. Utilizing warranty “scripts,” consumer-
17 facing warranty employees routinely and uniformly misrepresent how corrosion impacts the
18 Badgers, including how it affects the duration of the service life of the Badgers.³⁸
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20 31. The Defect and corrosion are latent and cannot possibly be seen by a consumer until
21 after a Badger stops functioning or leaks without a consumer taking a flashlight and looking down
22 the sink drain.³⁹
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24 ³⁶ See Exhibit 227a.

25 ³⁷ See Exhibit 35.

26 ³⁸ See Exhibits 90–93.

27 ³⁹ See Exhibit 31.
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32. Based upon expert investigation and general science, the initial corrosion that begins to occur within the first year, inside of the Badgers, is concealed by the sink and plumbing and results in total failure or leakage well before the expected average service life or design life of a garbage disposal.

33. The defective material selection, design, and manufacture of garbage disposers made with galvanized steel components cause foreseeable corrosion, failure, and leakage.

34. As described below, many other feasible alternative materials and designs were available to increase the performance and life of the Badgers related to corrosion of galvanized steel parts. InSinkErator long considered alternative materials and designs but never modified the Badgers to account for the Defect.

35. A review of garbage disposals manufactured by other brands reveals that InSinkErator is one of the only manufacturers that offers models of garbage disposals with all galvanized steel grinding and related components and also does not otherwise provide a lifetime corrosion warranty.⁴⁰ The only product that mirrors InSinkErator's poor choice of material selection, design, manufacturing and poor warranty terms is Amana – a company that, like InSinkErator, is also owned by Whirlpool Corporation.⁴¹

⁴⁰ See, e.g., https://www.wasteking.com/products/Waste_King/Legend_12_horsepower_garbage_disposal/L-1001 (Waste King Model L-1001 (last visited Sept. 8, 2025)); https://www.vevor.com/garbage-disposals-c_13427/garbage-disposal-1-hp-continuous-food-waste-disposer-3270-rpm-ez-connect-corded-p_010180045585 (last visited Sept. 8, 2025); <https://www.homedepot.com/p/Trifecta-Scraper-1-HP-Continuous-Feed-Dark-Green-Garbage-Disposal-with-Sound-Reduction-and-Power-Cord-Kit-HTRI-MCD17-T7-DG/322845371> (last visited Sept. 8, 2025); <https://www.homedepot.com/p/GE-1-3-HP-Continuous-Feed-Garbage-Disposal-with-Power-Cord-and-3-Bolt-Adapter-Kit-GFC325N/309413288> (last visited Sept. 8, 2025); <https://hemlockhardware.com/products/404847-moen-3-4-hp-galvanized-steel-garbage-disposer-5-year-warranty?variant=42892573409514> (last visited Sept. 8, 2025); https://hemlockhardware.com/products/404843-moen-1-3-hp-galvanized-steel-garbage-disposer-2-year-warranty?variant=42892573311210&utm_source=chatgpt.com (last visited Sept. 8, 2025).

⁴¹ See <https://www.homedepot.com/p/Amana-A50-W-C-1-2-HP-Continuous-Feed-Kitchen->

1 44. InSinkErator designs, develops, manufactures, distributes, markets, and directs the
2 marketing of its Badgers throughout the United States, including the state of California.

3 **JURISDICTION AND VENUE**

4 45. This Court has subject matter jurisdiction over this action under the Class Action
5 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d) because: (1) there are one hundred or more (named
6 and unnamed) class members, (2) there is an aggregate amount in controversy exceeding
7 \$5,000,000, exclusive of interest and costs, and (3) there is minimal diversity because Plaintiffs and
8 Defendant are citizens of different States. This Court also has supplemental jurisdiction over the
9 state law claims pursuant to 28 U.S.C. § 1367.

10 46. This Court may exercise personal jurisdiction over Defendant because Defendant
11 does substantial business in this State and within this District, receives substantial compensation
12 and profits from the marketing, distribution, and sale of products in this District, and has engaged
13 in the unlawful practices described in this Complaint within this District.

14 47. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of
15 the events or omissions giving rise to one or more of Plaintiffs’ claims occurred in this District.

16 **COMMON FACTUAL ALLEGATIONS**

17 48. In 1927, Wisconsin architect John Hammes invented a food waste disposer, hoping
18 to “eliminate having to take out the garbage by instead grinding food scraps into fine particles and
19 sending them to the local wastewater treatment plant.”⁴² Mr. Hammes was issued a U.S. Patent for
20 the garbage disposal just 8 years later, in 1935.⁴³

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26 ⁴² See <https://www.insinkerator.com/en-us/about-us/garbage-disposal-timeline> (last visited Oct. 13,
27 2025).

28 ⁴³ See *id.*

1 49. The originally patented device is similar to current iterations in that each connects to
 2 an electric motor and grinds food waste into small pieces that can be discharged through household
 3 plumbing into the sewage system.⁴⁴ However, the originally patented device *specifically calls for*
 4 *the use of non-corrosive materials, such as aluminum.*⁴⁵

5 50. Just three years following the original patent, Mr. Hammes established “In-Sink-
 6 Erator Manufacturing Company” in Wisconsin, where garbage disposals begin production and
 7 distribution to homes.⁴⁶

8 51. By 2007, approximately 50% of homes in the U.S. had a garbage disposal.⁴⁷ By
 9 2013, approximately 52% of U.S. households had garbage disposals.⁴⁸

10 52. As indicated above, since the original InSinkEerator company was established, it has
 11 become “the world’s largest manufacturer of garbage disposals...for home and commercial use.”⁴⁹
 12 It has increased its product reach to “nearly 80 countries.”⁵⁰

13 53. In 1986, the original InSinkEerator, family owned company was acquired by Emerson
 14 Electric Company.

15 44 *See id.*

16 45 US Patent No. US-2012680-A (Aug. 27, 1935).

17 46 *See id.*

18 47 *See id.*

19 48 *See* U.S. Census Bureau 2013 American Housing Survey, https://www.census.gov/programs-surveys/ahs/data/interactive/ahstablecreator.html?s_areas=00000&s_year=2013&s_tablename=TABLE3&s_bygroup1=2&s_bygroup2=4&s_filtergroup1=1&s_filtergroup2=1 (last visited Oct. 14, 2025).

20 49 *See* <https://insinkerator.emerson.com/en-us/about-us> (last visited Sept. 9, 2025).

21 50 *See id.*

1 54. However, upon information and belief, this acquisition by Emerson is what led
 2 InSinkEerator—a company, along with its parent company Emerson, committed to providing quality,
 3 American-made garbage disposals⁵¹—to redesign its products with improper materials in order to
 4 increase sales.

5 55. Although the originally patented device specifically calls for the use of non-corrosive
 6 materials, such as aluminum,⁵² when the Badgers were introduced into the market this specification
 7 was ignored in favor of cheaper galvanized steel that would corrode.
 8

9 56. For the next 38 years, Emerson and InSinkEerator continued to select materials,
 10 design, manufacture, and distribute the Badgers and other InSinkEerator products.

11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]

15 58. For the fiscal period of March 2021–March 2022, InSinkEerator’s twelve-month
 16 revenue was \$595 million.⁵⁴

17 59. On August 8, 2022, Emerson announced it was selling InSinkEerator to Whirlpool
 18 Corporation for \$3 billion, as “a meaningful step in Emerson’s continued commitment to creating a
 19 higher growth, more diversified and cohesive portfolio.”⁵⁵
 20

21 ⁵¹ See <https://www.emerson.com/en-us/news/corporate/insinkerator-agreement> (last visited Sept. 9,
 22 2025) (Emerson is a “global technology and software company providing innovative solutions for
 23 customers in industrial, commercial, and residential markets.”).

24 ⁵² US Patent No. US-2012680-A (Aug. 27, 1935).

25 ⁵³ See Exhibit 31.

26 ⁵⁴ See <https://www.emerson.com/en-us/news/corporate/insinkerator-agreement> (last visited Sept. 9,
 27 2025).

28 ⁵⁵ See *id.*

60. Despite the sale, InSinkEerator continued to boast that its products are “Assembled in America,” and that the “InSinkEerator Quality Policy” is “*The customer comes first and what I do must be right.*”⁵⁶

61. However, as described above, the Badger products InSinkEerator sells may be assembled in America, but neither quality nor the customer came first when InSinkEerator selected corrosive materials in the design and manufacture of the Badgers.

MATERIALS, DESIGN, AND MANUFACTURE OF THE BADGER

62. InSinkEerator-branded Badgers are made with galvanized steel, including both galvanized steel grind components and a galvanized steel UEF.

63. Galvanized steel is steel with an applied galvanized layer, which is primarily zinc.

[REDACTED]

[REDACTED]

64. [REDACTED]

[REDACTED]⁵⁸ Zinc corrosion begins almost immediately through oxidation of its materials. [REDACTED]⁵⁹ the exposed steel is susceptible to red-colored rust, corrosion and irreversible material loss.

65. As further described in Rowan’s report, [REDACTED]

[REDACTED]

⁵⁶ See ISE-0032749.

⁵⁷ See Exhibit 31, p. 2.

⁵⁸ See *id.*

⁵⁹ See *id.*

⁶⁰ See *id.* pp. 2-3.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 66. Each Badger is designed and manufactured using galvanized steel for components
7 that grind food waste into small particles that can easily pass through household plumbing and be
8 disposed into the sewage system.
9

10 67. The Badgers are used, and intended by InSinkErator to be used, for reliable and
11 convenient food waste disposal under kitchen sinks.

12 68. This process is accomplished utilizing various mechanical parts, including an electric
13 motor, food grinding parts, plastic housing, and plumbing fitting.

14 69. A connection parts diagram and cross-section of the Badger are below⁶¹:
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28 ⁶¹ See Exhibit 6.

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70. There are three key galvanized steel components to the Badgers that are susceptible to corrosion: the UEF, the rotating Shredder Plate, and the stationary Shredder Ring.

71. The rotating “Shredder Plate” is a galvanized steel motorized plate that spins and presses the food against a stationary Shredder Ring.

72. The “Shredder Ring” is a galvanized steel perimeter ring with cutouts that grinds food into small particles that are then dispatched into the “Grind Chamber” below it, for dispersal into plumbing through the plumbing attachment.

73. Collectively these parts make up the “Shredder Assembly,” which is responsible for the majority of the Badgers’ work in properly disposing of food waste.

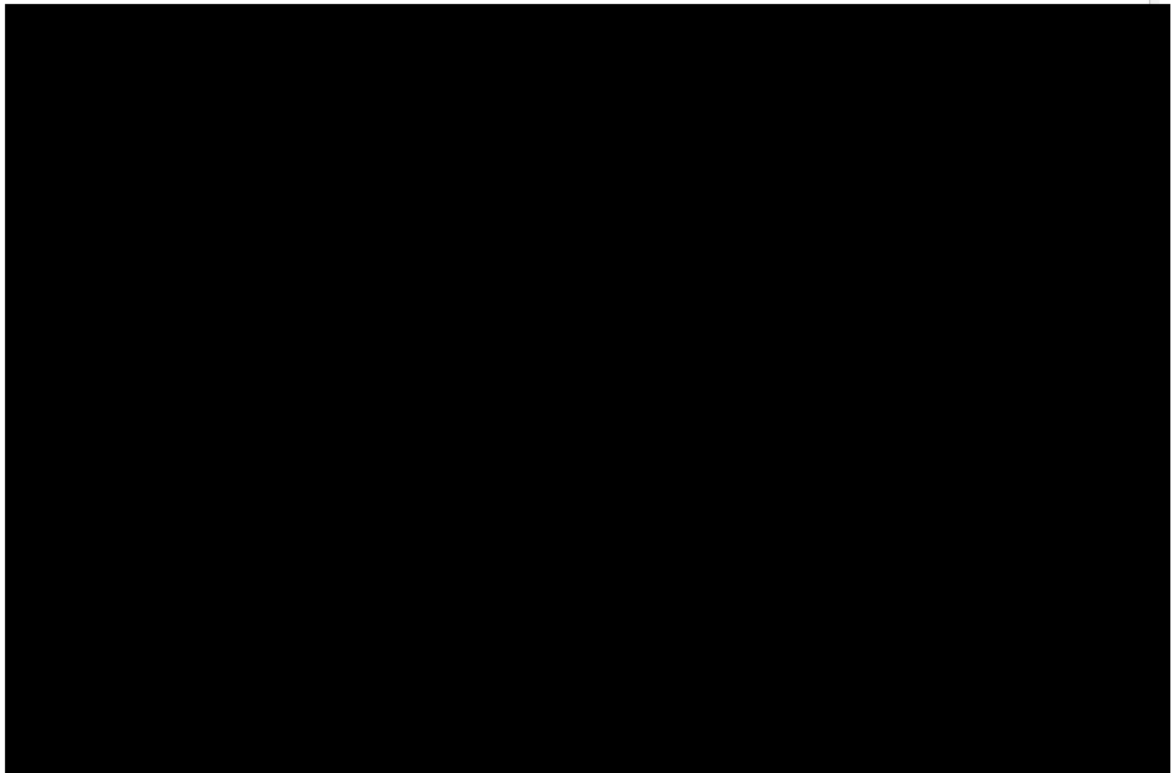
74. The Upper End Frame is also made with galvanized steel and is largely superfluous in the Badgers. Many or most other garbage disposals do not have a UEF or similar part.

1 75. The UEF and Shredder Assembly are contained within a plastic housing or
2 encasement and are designed and manufactured to collect water and grind and dispose of food
3 through the drain outlet into the plumbing.

4 76. Plastic housing that encases the Badgers conceals the UEF and Shredder Assembly's
5 galvanized steel components.

6 77. As depicted below, corrosion related perforation of the UEF is the [REDACTED]
7 [REDACTED]

8 "62."



22 78. As described above, zinc is a sacrificial coating that when applied to steel is
23 consumed by corrosion over time. The zinc coating on the Shredder Assembly is abraded away by
24 food being ground against the coating through normal and foreseeable use, at which point rust and
25 discoloration begin the irreversible corrosion process.

26
27
28 ⁶² See Exhibit 6.

1 79. The abrasion and consumption of the zinc coating leaves the underlying steel with
2 no form of corrosion protection. As a result, the steel also corrodes through normal, foreseeable use
3 which makes the physical deterioration and loss of steel inevitable.

4 80. Exacerbating the use of galvanized steel is [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED].⁶³

11 81. Material loss from corrosion causes the Badgers to fail in multiple ways, including
12 perforation of the UEF of the disposals that can result in leakage into cabinetry or other property.

13 82. The leakage points from this corrosion are as follows:
14
15



27
28 ⁶³ See Kocha Dep. 110:12-13; 141:24-142:5; 198:4-22, Nov. 12, 2024.

1 83. Additionally, this causes the corrosion of the grinding components which prevent the
2 disposal from working to grind food. This corrosive system leads to the premature failure of the
3 Badgers and [REDACTED].⁶⁴

4 84. Despite having decades of data verifying corrosion in the Badgers and the subsequent
5 failure and leak risk, InSinkErator does not disclose the risks of corrosion associated with the use of
6 galvanized steel in the Badgers to consumers.

7 85. Further, corrosion failure and leaks occurs within the Badgers, and begins slow and
8 occurs over time such that reasonable consumers will not be able to discern when it is occurring
9 until failure and leaking has already occurred.

10 86. The Defect is latent such that no reasonable consumer would know, or be able to
11 discover through inspection, [REDACTED].⁶⁵

12 87. However, InSinkErator knew or should have known of the Defect before it
13 distributed the Badgers into the consumer marketplace.

14 88. Based on InSinkErator's durability representations and coupled with industry
15 standards, Plaintiffs and Class Members have a reasonable expectation that their Badgers will have
16 more than [REDACTED] useful service life.⁶⁶

17 89. However, due to the latent Defect, the Badgers begin to fail within the first year [REDACTED]

18 [REDACTED]⁶⁷

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21 **CORROSION IS THE PRIMARY FAILURE MODE OF THE BADGERS**

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23
24 ⁶⁴ See Exhibit 227a.

25 ⁶⁵ See Exhibit 31; *see also* Exhibit 34.

26 ⁶⁶ See Exhibit 275; *see also* ISE_0007973; ISE_0024402.

27 ⁶⁷ See Exhibit 218.

1 90. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

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⁶⁸ See, e.g., Exhibits 22 and 26; Kocha Dep. 219:5-220:13; 235:1-24, Nov. 12, 2024.

⁶⁹ See Exhibit 22; Kocha Dep. 219:5-220:13, Nov. 12, 2024.

⁷⁰ See Exhibit 27; Kocha Dep. at 235:1-24, Nov. 12, 2024.

⁷¹ See e.g. Pls. Exhibits 6, 27, 31, 227-227a, 229, 232; Kocha Dep. 138:14-21; 235:1-24; 251:18-252:5, Nov. 12, 2024; Just Dep. 91:9-22; 91:23-92:5; 107:3-21; 109:14-22, Jan. 15, 2025.

⁷² See Exhibit 227a.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] InSinkErator conceals the nature of the corrosion-susceptible

galvanized steel from consumers and instead represents that this same material is “durable” and

“long-lasting” for garbage disposers.

[REDACTED]

[REDACTED]

[REDACTED]

⁷³ See Exhibit 31; Kocha Dep. 251:18-252:5, Nov. 12, 2024 (confirming agreement with the executive statement of the Rowan Report, Exhibit 31, which states [REDACTED]

[REDACTED]

⁷⁴ See Exhibit 31 [REDACTED]; see

also Exhibit 230 [REDACTED]

[REDACTED]; Exhibit 232 ([REDACTED]).

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[REDACTED]

[REDACTED]

[REDACTED]

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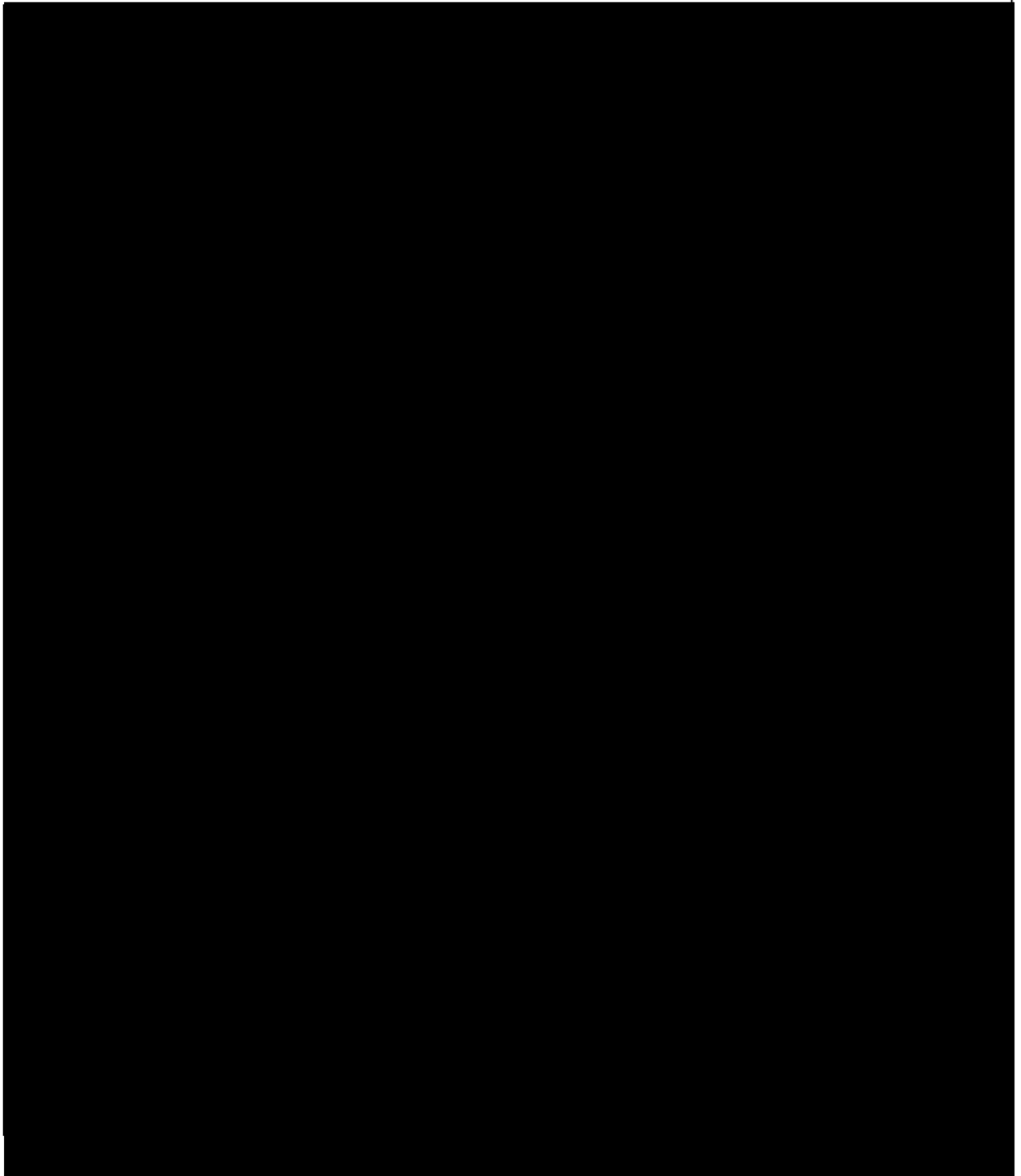
[REDACTED]

[REDACTED]

⁷⁵ See Exhibit 22 (Kocha Dep. 222:6; 223:4, Nov. 12, 2024); Just Dep. 52:4-16; 52:17-23, Jan. 15, 2025.

⁷⁶ See Exhibit 38.

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[REDACTED]

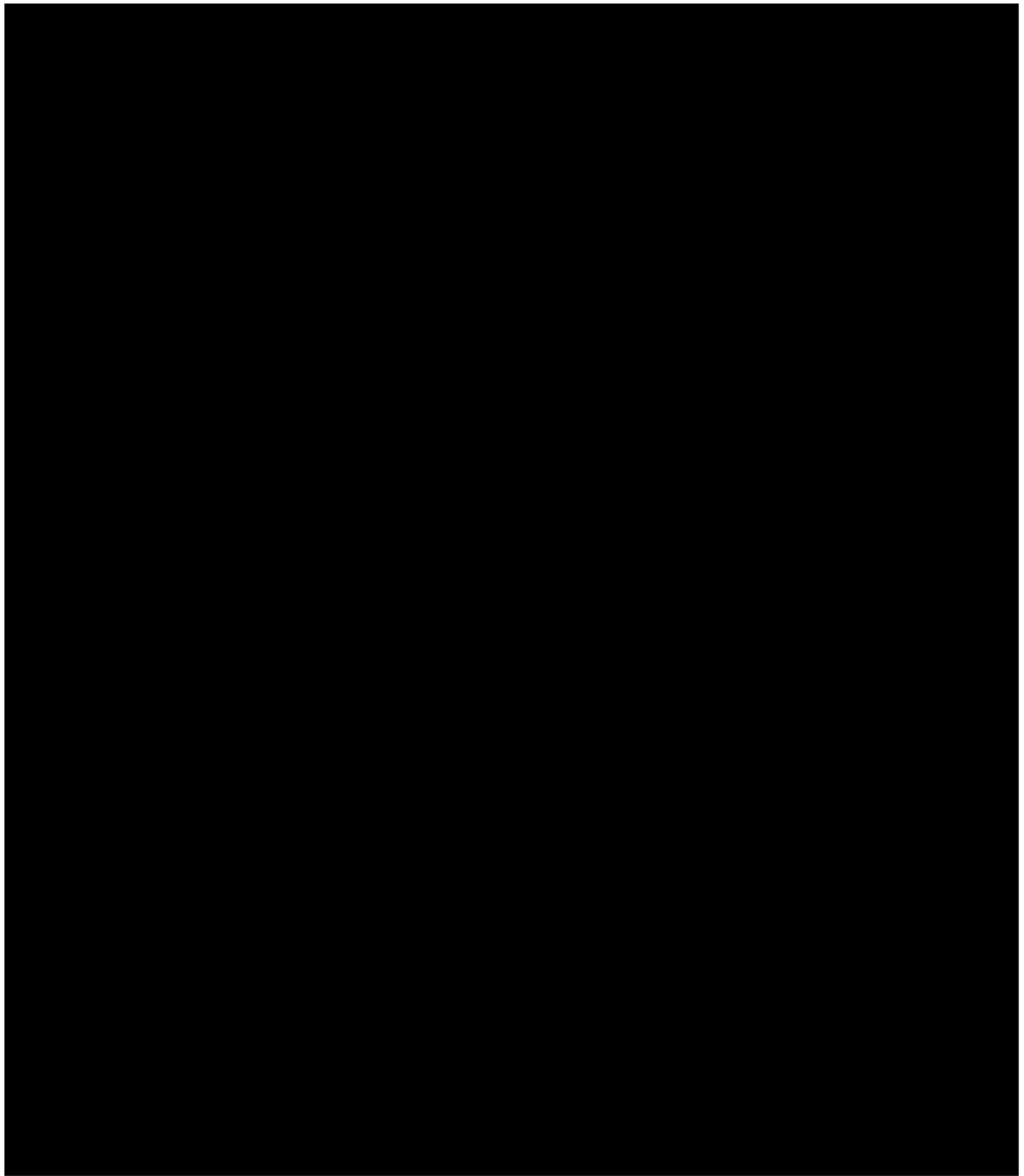
[REDACTED]

[REDACTED]

[REDACTED]

⁷⁷ See Exhibit 227a.

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99. This data has largely been consistent over time. [REDACTED]

[REDACTED]

[REDACTED]

⁷⁸ See ISE_0015524.

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[REDACTED]

[REDACTED]

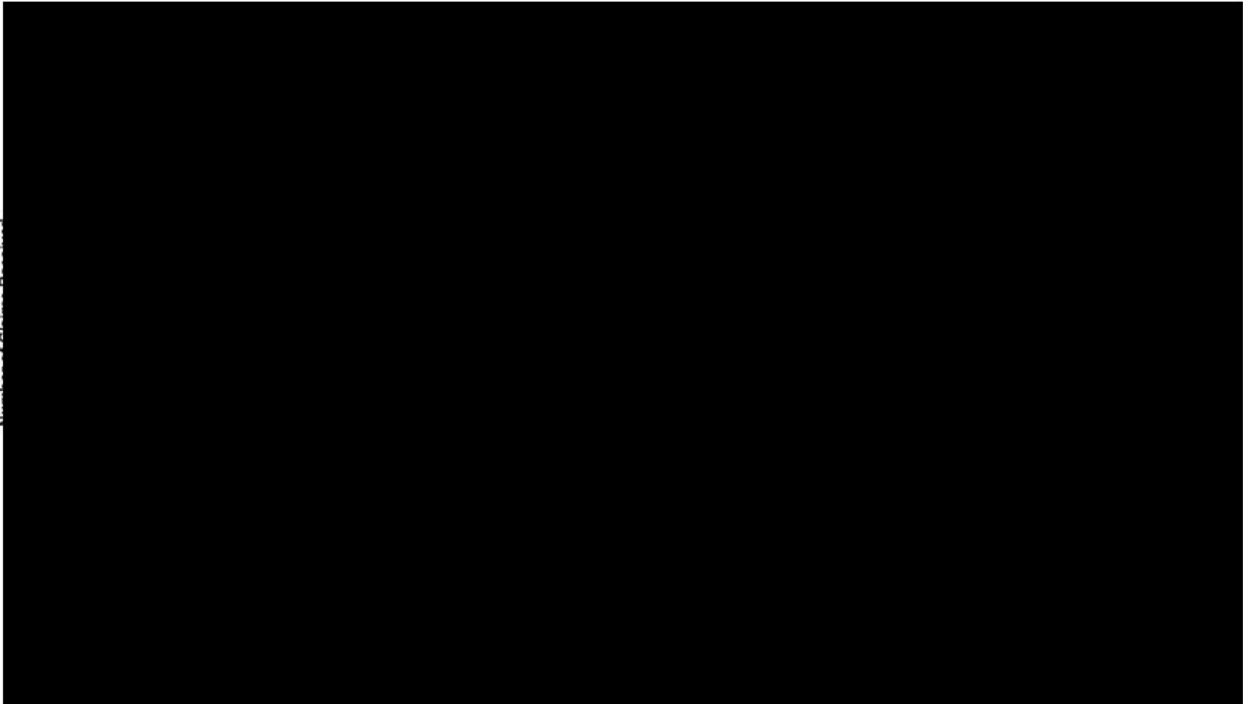
[REDACTED]

[REDACTED]

⁷⁹ See ISE_0023011.

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[REDACTED]



102. Below is a photograph of the *Miller* Plaintiffs' Badgers which were photographed by the *Miller* Plaintiffs' experts:

⁸⁰ See ISE_0023993. [REDACTED]

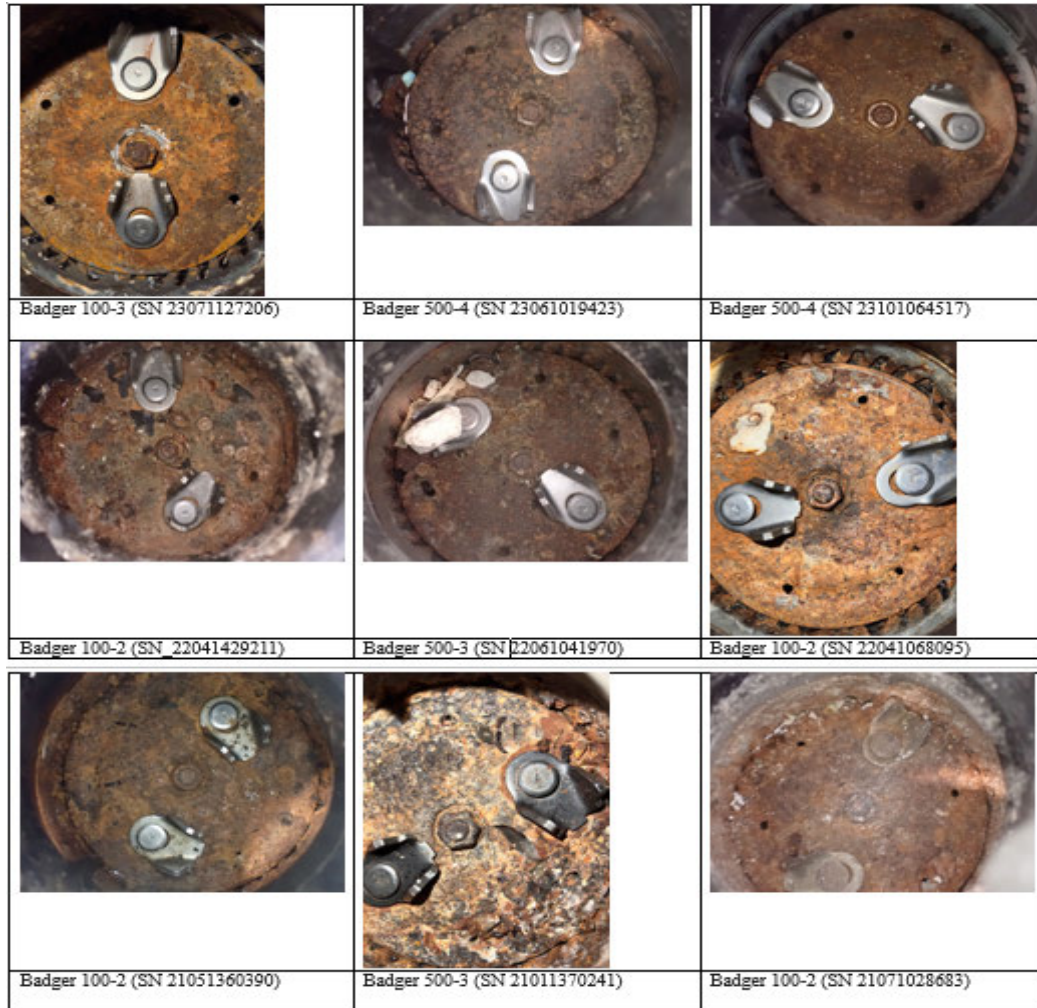


103. There are two rows of components in the photograph above: the top row consists of the shredder assembly, and the bottom row consists of the UEF. The components come from four samples, one from each of the original Named Plaintiffs in the *Miller* case. The farthest-left sample is Plaintiff Simmons' sample; immediately to the right of the Simmons sample is Plaintiff Miller's sample; to the right of the Miller sample is Plaintiff Hicks's sample; and the farthest-right sample is Plaintiff Schubert's sample.

104. Components from the Simmons sample (farthest to the left) do not suffer from corrosion due to the epoxy coating applied to the UEF and the stainless steel components in that particular garbage disposal, which will extend the life of the disposal.

105. Upon information and belief, the Miller sample was manufactured in December 2018 and was installed from May 2019 to July 2024; the Hicks sample was manufactured in April 2020 and was installed from June 2020 to July 2024; and the Schubert sample was manufactured in September 2016 and was installed from 202 to 2024.

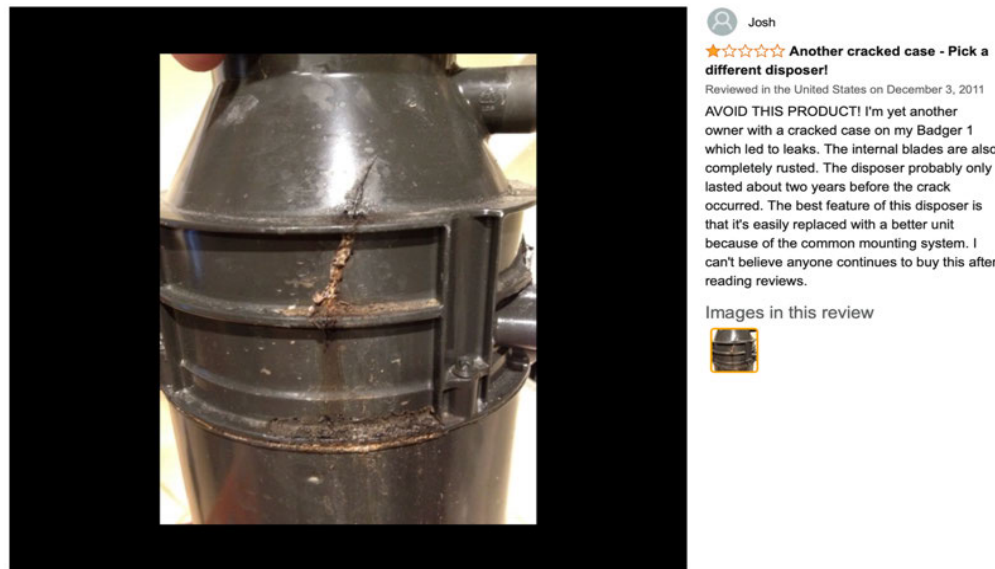
106. These exemplars track what was documented and collected in the hundreds of warranty return samples collected and inspected by Plaintiffs' experts in the *Miller* case:



107. Unsurprisingly, online complaints track similar conditions and failures.

108. For example, one Amazon user noted multiple Badgers having failed in the same manner, leaking through the plastic housing⁸¹:

⁸¹ https://www.amazon.com/productreviews/B00004U9JP/ref=cm_cr_ar_p_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&paI nSinkEratorNumber=1#reviews-filter-bar (last visited Mar. 14, 2023).



109. InSinkErator knows that rust and corrosion will occur when consumers use the Badgers as intended by InSinkErator.⁸² Accordingly, the Badgers are not suitable for their intended use as household garbage disposals that properly and reliably dispose of food waste under the sink and into the home plumbing system.

110. Despite years of knowledge and analysis regarding corrosion related failures, InSinkErator intentionally decided not to change the design or materials to eliminate the corrosion or extend the life of the Badgers.

INSINKERATOR HAD FEASIBLE ALTERNATIVE DESIGNS AND MATERIAL SELECTIONS AVAILABLE

111. InSinkErator had alternative designs, materials selection, and manufacture, including utilizing the same epoxy coating it uses in its Badger 5XPs and 900s (further described below) or utilizing the stainless steel found in its other residential models. Further, InSinkErator's own patents

⁸² See Exhibit 232; see also ISE_0047227; ISE_0045423.

1 identify that “a structurally rigid plastic material” would be a suitable alternative material instead of
 2 galvanized steel that would pose no risk of UEF corrosion.⁸³

3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 113. [REDACTED]
 10 [REDACTED]; however, it has chosen not to use
 11 this application for these Badger models.

12 114. Additionally, InSinkErator could have manufactured the Badgers with an alternative
 13 design—similar to its competitors—which would not include a UEF and thus would eliminate the
 14 the primary point of leakage related failure.

15 115. The cost differential for the consumer in choosing between the model with coating
 16 (e.g., Badger 5XP) and without (Badger 1 or Badger 5) is approximately \$20.00-\$40.00; however,
 17 consumers were not provided with the requisite information which would have allowed them to
 18 make a meaningful choice between the Badgers made with and without e-coating.
 19
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22 ⁸³ See US Patent No. 7918411 (Apr. 5, 2011); *see also* US Patent No. 7578460 (Aug. 25, 2009);
 23 US Patent No. 6007006 (Dec. 28, 1999) (specifying that “By integrating the first and second
 24 plastic housing via injection moldings and **separately forming the upper end from stamped metal**, the food waste disposer is **easier and less expensive to manufacture**”) (emphasis added).

25 ⁸⁴ See Exhibit 9; Kocha Dep. 139:4-24; 140:1-2; 162:17-164:6, Nov. 12, 2024.

26 ⁸⁵ See Just Dep. 95:5-10, Jan. 15, 2025 (from his understanding of the design and manufacturing
 27 process).

28 ⁸⁶ See Exhibit 240.

1 116. InSinkErator is aware of the more appropriate use of stainless steel in its assemblies,
2 because it advertises its use of the “highest durability alloy stainless steel components with
3 LeakGuard Liner™” in its top-end residential models and commercial models.⁸⁷ The difference in
4 cost between the least expensive Badger and the least expensive garbage disposal product offered
5 by InSinkErator with the “highest durability alloy stainless steel components with LeakGuard
6 Liner™” is approximately \$160.⁸⁸
7

8 [REDACTED]
9 [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
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25 ⁸⁷ See [https://www.insinkerator.com/documents/insinkerator-open-line-disposal-comparison-chart-](https://www.insinkerator.com/documents/insinkerator-open-line-disposal-comparison-chart-en-us-70538.pdf)
26 [en-us-70538.pdf](https://www.insinkerator.com/documents/insinkerator-open-line-disposal-comparison-chart-en-us-70538.pdf) (last visited October 14, 2025).

27 ⁸⁸ See, e.g., paragraph 17 n.22 above.

28 ⁸⁹ See Exhibit 31.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 119. Likewise, competitors of InSinkErator address the possibility of disposer corrosion
8 by offering more appropriate designs and material selections to prevent this type of corrosion and
9 leaking, including by utilizing stainless steel or providing lifetime guarantees against corrosion.⁹¹
10 These garbage disposals are priced the same as or below similar Badger models, indicating that it is
11 economically viable to use stainless steel and/or avoid the risk of leakage due to corrosion.
12

13 120. [REDACTED]
14 [REDACTED], InSinkErator chose to ignore them.⁹²

15 **INTENTIONAL FAILURE TO SOLVE CORROSION FAILURES IN BADGERS**

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

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24 ⁹⁰ See *id.*

25 ⁹¹ See paragraph 32 n.34 above.

26 ⁹² See Kocha Dep. 269:20-24, Nov. 12, 2024.

27 ⁹³ See Exhibit 31.
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

124. [REDACTED]

[REDACTED], InSinkErator chose to do [REDACTED]

[REDACTED]

[REDACTED]⁹⁵

125. Despite having a numerous viable, cost-effective alternatives for design and material selection, InSinkErator has [REDACTED] declined to improve the performance of or eliminate corrosion in Badger UEF's [REDACTED]

⁹⁴ See *id.*

⁹⁵ See Kocha Dep. 259:20-24, Nov. 12, 2024; see also Exhibit 232.

1 [REDACTED]
2 [REDACTED]. InSinkErator has purposefully designed the Badgers
3 for easy installation to encourage like-for-like disposal replacements.

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 **BADGER WARRANTIES**

11 127. InSinkErator expressly and impliedly warrants, via user manuals, advertisements,
12 pamphlets, brochures, circulars, samples, and/or models themselves, that the Badgers are fit for the
13 ordinary purpose for which they are sold.

14 128. InSinkErator expressly warrants in its warranty for the Badgers that the Badgers “will
15 be free from defects in materials and workmanship”⁹⁷ for the duration of the warranty after
16 installation or purchase, and offers consumers a limited, “in-home” repair or replacement option as
17 the exclusive remedy should a warranty claim be approved. Consumers are able to submit claims
18 for warranties over the telephone, by text message, and online.

19 129. Each Badgers’ warranty contains the same or substantially similar language, with the
20 exception of the durational terms which vary depending upon which Badger model is at issue.
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25 ⁹⁶ See Exhibit 35.

26 ⁹⁷ See <https://www.insinkerator.com/documents/badger-1-warranty-en-us-120998.pdf> (last visited
27 Oct. 14, 2025); <https://www.insinkerator.com/documents/badger-5-warranty-en-us-121002.pdf>
28 (last visited Oct. 14, 2025).

130. InSinkErator’s manifest intent that its warranty applies to Plaintiffs and consumer Class Members as third-party beneficiaries is evident from the statements contained in its product literature, including its Warranty, which expressly contemplates its application to customers for residential use.

131. Likewise, it was reasonably foreseeable that Plaintiffs and consumer Class Members would be the intended beneficiary of the products and warranties.

132. Specifically, InSinkErator’s warranty (the “Warranty”) provides as follows⁹⁸:

This limited warranty is provided by InSinkErator®, a business unit of InSinkErator LLC, (“**InSinkErator**” or “**Manufacturer**” or “**we**” or “**our**” or “**us**”) to the original consumer owner of the InSinkErator product with which this limited warranty is provided (the “**InSinkErator Product**”), and any subsequent owner of the residence in which the InSinkErator Product was originally installed (“**Customer**” or “**you**” or “**your**”).

InSinkErator warrants to Customer that your InSinkErator Product will be free from defects in materials and workmanship, subject to the exclusions described below, for a period of [1-5] **years** (the “**Warranty Period**”), commencing on the later of: (a) the date your InSinkErator Product is originally installed, (b) the date of purchase (or delivery if later), or (c) the date of manufacture as identified by your InSinkErator Product serial number.

133. However, the Warranty expressly and deceptively does not cover corrosion related failures and contains a void and unconscionable disclaimer of remedies.

134. This Warranty fails its essential purpose, is unconscionable, and therefore contains no valid disclaimers, as more fully described below, because:

- the Defect in materials exists at the time each Badger leaves the manufacturing facility because every Badger contains galvanized steel in the UEF and shredder assembly;
- the Defect precludes the ability to repair the Badgers because it causes material loss;
- InSinkErator fails to disclose its knowledge of the Defect when contacted by customers about Badger failures;

⁹⁸ See *id.*

- 1 • InSinkErator misleads and deceives consumers in its Warranty communications;
- 2 • InSinkErator fails to provide coverage for Badgers that do fail as a result of
- 3 corrosion;
- 4 • InSinkErator intentionally designs the Badgers to reach total failure outside of
- 5 the Warranty period; and
- 6 • when InSinkErator replaces the Badgers or forces consumers into purchasing
- 7 replacement Badgers, the replacement Badgers all suffer from the same Defect.

8 135. As described herein, InSinkErator breached its warranties at the time Plaintiffs and
 9 Class Members purchased the Badgers because the Badgers were defective when they came off the
 10 assembly line. Thus, at the time the defective Badgers were sold to consumers, InSinkErator was
 11 already in violation of its warranties.

12 136. In addition, the Warranty has several terms that are unconscionable, also rendering
 13 disclaimers invalide, for the reasons more fully detailed below.

14 137. InSinkErator unilaterally imposed the Warranty terms to its own benefit, and
 15 Plaintiffs and Class Members did not have any opportunity to negotiate the terms of the Warranty.
 16

17 138. The Warranty is further unconscionable given InSinkErator's knowledge of the
 18 Defect, the existence of the Defect at the point of sale, InSinkErator's failure to disclose the Defect
 19 at the time of sale and during Warranty communications, and the premature failure of the Badgers.

20 139. The Installation Care and Use Manual ("ICU") that comes with the Badgers at the
 21 time of purchase contains a step-by-step guide for installing InSinkErator branded garbage
 22 disposals, including the Badgers subject to this Action as well as other garbage disposals
 23 manufactured by InSinkErator that are e-coated or have stainless steel. Throughout the step-by-step
 24 installation instructions, the ICU indicates that there are risks for water leakage, but only in the
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1 context of improper installation.⁹⁹ The ICU does not warn consumers that leaks may result from
 2 corrosion or because the Badgers are manufactured with galvanized steel components.

3 140. The ICU explains both what it covers (defects in materials or workmanship) as well
 4 as what it does not. Expressly excluded from the scope of the warranty is, “Wear and tear expected
 5 to occur during the normal course of use, including without limitation, *cosmetic rust*, scratches,
 6 dents or comparable and reasonably expected losses or damages.”¹⁰⁰

8 141. Accordingly, any disclaimer or limitation included in the Warranty does not apply to
 9 the Defect such that “cosmetic rust” is not covered by the Warranty.

10 142. Notwithstanding that “cosmetic rust” is outside the scope of the Warranty, the
 11 Warranty does not distinguish what is “cosmetic rust” from either non-cosmetic rust or corrosion
 12 and does not provide a metric for determining what is only “cosmetic rust” as opposed to any other
 13 form of corrosion.
 14

15 143. The characterization of corrosion as “cosmetic rust,” is unfair and deceptive because:


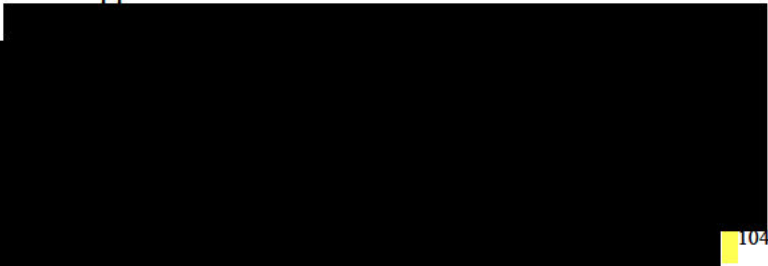
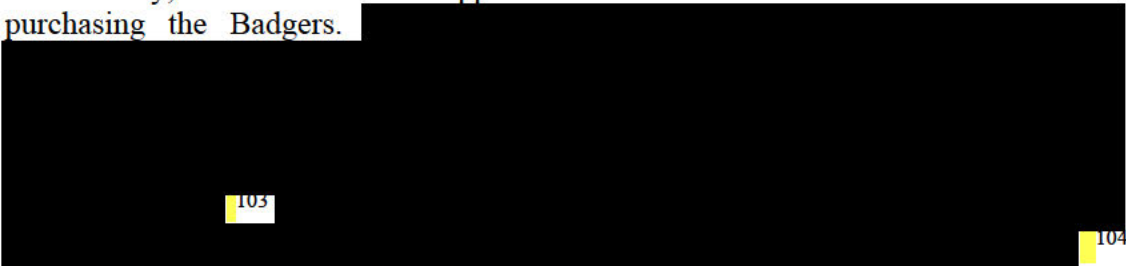
- 16 • Consumers do not know the difference between what InSinkErator characterizes
 17 as “cosmetic rust” versus corrosion that will lead to the premature failure of the
 18 Badgers.
- 19 • Consumers have no way of knowing when “rust” has reached an amount of
 20 materials loss that will result in failure.
- 21 • Consumers have no way of knowing that there is rusting beyond “cosmetic
 22 rusting” such that absent further explanation, consumers are led to believe that
 23 rusting is *only* cosmetic and are otherwise deterred from conducting further
 24 diligence or inspections of their Badgers;
- 25 • Rust is not cosmetic and qualifying it as such is arbitrary and misleading because
 once rusting has occurred, material loss and subsequent failure is inevitable.

26 ⁹⁹ See paragraph 126 n.97 above; *see also* Exhibits 12 and 13; Kocha Dep. 168:12-170:14, 172:13-
 27 15, 173:12-174:12, Nov. 12, 2024.

28 ¹⁰⁰ See paragraph 126 n.97 above (emphasis added).

144. The Defect renders the Badgers unfit for the ordinary purpose for which they are used, which is to properly and reliably dispose of food waste into the plumbing system.

145. The Defect renders the Badgers unfit for the ordinary purpose for which they are used and as a result, the Badgers fail to meet a minimal level of quality to be considered merchantable:

-  ¹⁰¹ The truth about galvanized steel is further concealed by InSinkErator's marketing¹⁰² related to the "durability," "rugged," and "long-lasting" nature of galvanized steel. Galvanized steel cannot be used in wet environments without suffering corrosion, and is thus not an appropriate material for use in garbage disposals.
- Additionally, consumers do not appreciate the risk of leaks that is taken on when purchasing the Badgers.  ¹⁰³
 ¹⁰⁴
The risk of leaks due to the Defect is both high in potential damage from property loss as well high in frequency in light of the millions of Badgers sold per year.
- Consumers have no way of knowing that corrosion will happen in the Badgers under ordinary use. However, after use of the Badgers precisely as described by and consistent with the ICU provided by InSinkErator, corrosion will occur because of the Defect.¹⁰⁵
- Consumers have no way of knowing the Badgers suffer from premature failure due to the Defect. Consumers expect that the Badgers will have a service life of 10 or more

¹⁰¹ See Exhibit 270.

¹⁰² See Exhibits 221 and 222.

¹⁰³ See Exhibit 272.

¹⁰⁴ See Exhibit 232.

¹⁰⁵ See Exhibit 198.

1 years,¹⁰⁶ [REDACTED]¹⁰⁷ and, based upon decades of
 2 data, [REDACTED].¹⁰⁸

- 3 • The Defect is such that corrosion causes material loss to the steel grind components as
 4 the steel wears away in the Badgers. This material loss undermines the grind
 performance¹⁰⁹ of the Badgers and can result in total failure of the Badgers.
- 5 • Moreover, consumers have no way of knowing that corrosion will begin as soon as the
 6 Badger is used, and [REDACTED]
 7 [REDACTED]¹¹⁰ The galvanized layer of zinc
 8 is intended to provide protection to the underlying steel [REDACTED]
 far in advance of the end of the warranty period but would ultimately not be covered
 under warranty.

9 146. Had Plaintiffs, Class Members, and the consuming public known that the Badgers
 10 were defective, would fail prematurely, and may cause damage to other property, they would not
 11 have purchased the Badgers at all, or would not have paid the price they did.

12 147. In sum, InSinkErator has actively concealed the existence and nature of the Defect
 13 from Plaintiffs and Class Members, despite its knowledge of the existence and pervasiveness of the
 14 Defect, which dates back to well before Plaintiffs and Class Members purchased the Badgers and
 15 during warranty communications. Specifically, InSinkErator:

- 17 a. Failed to disclose the Defect to consumers, at or after the time of purchase, including
 18 when consumers make warranty claims or otherwise complain to InSinkErator or its
 affiliates about the Defect;
- 19 b. Actively concealed the Defect from consumers, at or after the time of purchase,
 20 including when consumers make warranty claims, or otherwise complain to
 21 InSinkErator about the Defect;

22 _____
 23 ¹⁰⁶ See paragraphs 20 n.30 and 21 n.31 above; *see also* Exhibits 190 and 275; ISE_0007973;
 ISE_0024402.

24 ¹⁰⁷ See paragraph 6 n.7 above.

25 ¹⁰⁸ See paragraph 25 ns.32-34 above.

26 ¹⁰⁹ See Exhibit 38.

27 ¹¹⁰ See paragraph 7 n.9 above; Exhibit 218.
 28

- 1 c. Failed to disclose and actively concealed the defect from consumers, including that
- 2 the Badgers were not fit for their intended purpose;
- 3 d. Failed to disclose and actively concealed the Defect from consumers when it
- 4 improperly and unlawfully denied valid warranty claims; and
- 5 e. Failed to disclose and actively concealed the Defect from consumers when it
- 6 provided them with replacement Badgers that contained the same Defect.

7 148. As a direct, proximate, and foreseeable result of the Defect, Plaintiffs and Class
8 Members suffered damages, including but not limited to: (a) the difference in value of the Badgers
9 as purchased and the Badgers received; (b) loss of use of the Badgers; (c) property damage; and (d)
10 consequential damage.

11 149. However, when customers make claims or complain to InSinkErator about the
12 Badgers' failures, InSinkErator routinely denies claims based upon rust and corrosion, and misleads
13 consumers about the eventual impact of the corrosion, as it did with Plaintiff Cohen.

14 150. As a result, consumers are misled into believing that the corrosion is cosmetic and
15 that it will never cause structural failure, significant material loss, failure, or leakage.

16 151. If InSinkErator were to provide warranty coverage for Badgers suffering from rust
17 or corrosion, it could not provide repair coverage as there is no way to replace the galvanized
18 components after the Badgers have left InSinkErator's manufacturing facilities.

19 152. Any remedy under the Warranty would result in the provision of a like-for-like
20 model replacement. However, replacing a Badger with a like-for-like disposer only provides
21 consumers with another defective Badger that is likely to fail in the same manner. Consumers are
22 left with no remedy under the Warranty and thus the Warranty, and its disclaimers, fail of its
23 essential purpose.

24 153. Once a Badger has failed, time is of the essence for homeowners to replace the
25 disposer, particularly if it is leaking in which case the homeowner has lost use of his or her kitchen
26 sink as any water running through the sink will go through the disposer and risk further leakage.
27
28

1 [REDACTED]
2 [REDACTED]¹¹¹
3 154. The mounting flange of a Badger is sealed to the sink. When a failed Badger is
4 removed from service, InSinkErator's proprietary mounting flange and rings remain in place. While
5 Badgers are easily removed, their mounting hardware is much more difficult to remove.¹¹² [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]¹¹³

11 155. InSinkErator at all times failed to disclose its knowledge of the Defect to customers
12 during the warranty claims process.
13

14 156. InSinkErator goes even further than concealing this defective condition. When a
15 consumer does contact InSinkErator to inquire about corrosion or corrosion related symptoms,
16 InSinkErator has misled consumers, including Plaintiff Cohen, by representing that:

- 17 a. galvanized steel is corrosion-resistant;
18 b. rust and corrosion are merely "cosmetic";
19 c. rust and corrosion will not compromise the service life of the Badgers; and
20 d. rust and corrosion will not impact the structural integrity of the disposals.
21

22 _____
23 ¹¹¹ See, e.g., Exhibit 241 ([REDACTED]).

24 ¹¹² <https://forum.appliancepartspros.com/t/in-sink-erator-flange-removal/302644/10> (last visited
25 Oct. 13, 2025) (A Badger owner sought online advice about how to remove the mounting
26 hardware online and was informed of the need to "use either a blow dryer on hot or a propane
27 torch" in order to loosen the flange).

28 ¹¹³ See ISE 0029132 [REDACTED]
[REDACTED]
[REDACTED]

157. When Plaintiff Cohen contacted InSinkErator via its warranty text message system, the following exchanges were documented by Mr. Cohen:

Hi, Tom! My name is Faith. Thanks for contacting InSinkErator. I'm sorry to hear about the disposer. Grinding components with brown discoloration or surface rust is normal and simply cosmetic. It will not affect the life or performance of the disposer. This is not rust in the sense that it will compromise the structural integrity of the unit, it is more of a reddish colored thin film.

Hmm ok

So that should wash away?

The grinding components are made of galvanized steel. Galvanized components are coated with corrosion resistant zinc and do not begin to discolor until this coating wears away.

So that's not really rust?

It is more of discoloration. You can use the disposer to check if it is working properly.

158. These egregious and misleading representations are made to consumers like Mr. Cohen, contrary to both science and decades of internal data, all with the intent to deceive consumers into disregarding the condition they are complaining about, not to take any further action, and for

1 the Warranty period to lapse so that they are required to pay for a replacement Badger rather than it
2 being covered under the Warranty.

3 159. Thus, when consumers make warranty claims related to leaking, the claims are
4 responded to with entirely misleading information, improperly denied, or consumers are sent or
5 purchase another defective Badger that has failed or is likely to fail again because of the Defect.

6 160. These warranty claim misrepresentations about the nature and character of corrosion
7 is part of the larger pattern of InSinkErator concealing from consumers what it knows to be true—
8 the Badgers *will all corrode, and will all fail as a result*.

9 161. InSinkErator had knowledge of the Defect well before Plaintiffs and Class Members
10 purchased the Badgers. In fact, as demonstrated above, [REDACTED]
11 [REDACTED].

12 [REDACTED].
13 162. The Defect in the Badgers exists at the time the Badgers leave the manufacturer, and
14 before they are purchased by consumers; however, such Defect is latent because no reasonable
15 consumer would know that galvanized steel is not suitable for use in a garbage disposal—in
16 particular given InSinkErator’s representations that such material is used for disposal “durability”—
17 and thus, Plaintiffs and Class Members could not have known about the Defect at the time of
18 purchase through any due diligence.
19

20 163. As the Defect first results in corrosion of the zinc coating and subsequently the
21 underlying steel, there is no repair or patching that can be accomplished to fix the Defect or resulting
22 material loss and damage. A repair cannot be accomplished because corrosion cannot be reversed
23 once it has begun.
24

25 164. Despite InSinkErator’s longstanding knowledge of this Defect, InSinkErator has
26 failed to remedy the Defect [REDACTED]
27
28

1 [REDACTED]
2 [REDACTED]¹¹⁵⁾ and also failed to inform consumers
3 of the Defect.

4 165. Instead, in contravention of InSinkEerator's Warranty, which fails of its essential
5 purpose and is unconscionable as more fully described above, InSinkEerator has repeatedly denied
6 there is any Defect, misrepresented to Plaintiffs and Class Members the impact of corrosion on the
7 Badgers, and has placed the burden of replacing the defective Badgers and paying for the costs of
8 repairs to the adjacent personal property damaged as a result of leakage caused by the Defect to
9 consumers.
10

11 166. Prior to purchasing the Class Badgers, Plaintiffs and other Class Members did not
12 know that the Class Badgers would be designed and manufactured with improper materials for use
13 in a garbage disposal, and would fail and leak, requiring the consumer to prematurely assume the
14 burden of replacement of the Badger and repair to property.
15

16 167. Defendant knew or should have known that the Class Badgers were defectively
17 designed and manufactured with improper materials that lead to failure of the Badgers' components
18 and are not fit for their intended purpose of providing customers with a proper and reliable method
19 of disposing of food.
20

21 168. Nevertheless, Defendant failed to disclose this Defect to Plaintiffs and Class
22 Members at the time of purchase or thereafter and continued to manufacture the Badgers in the same
23 defective manner.
24
25
26

27 ¹¹⁴ See ISE_0018765.

28 ¹¹⁵ See *id.*

1 169. The existence of the Defect is a material fact that reasonable consumers, including
2 Plaintiffs and Class Members, would have considered when deciding whether to purchase the
3 Badgers.

4 170. InSinkErator is aware that consumers would find information related to the Defect
5 and possibly resulting failures to be material. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]

119

12 171. Had Plaintiffs and Class Members known about the Defect at the time of purchase,
13 as well as the associated costs related to replacement of the Badgers, Plaintiffs and the Class
14 Members would not have purchased the Badgers or would have paid less for them.
15

16 172. Had Plaintiffs and Class Members known about the Defect at the time of purchase,
17 as well as the associated costs related to replacement of the Badgers, Plaintiffs and Class Members
18 also would not have agreed to the Warranty terms or limitations associated with the Warranty.
19

20 173. Given the facts above, InSinkErator has actively deprived consumers of the
21 knowledge required to make a decision based on material information and has continued to conceal
22
23

24 _____
¹¹⁶ See Exhibit 222.

25 ¹¹⁷ See Exhibit 215.

26 ¹¹⁸ See Exhibit 221.

27 ¹¹⁹ See Exhibit 210.
28

1 it from consumers and actively misrepresents the impact of corrosion when Warranty claims are
2 made.

3 174. In light of the proprietary installation assembly which makes replacement of like-
4 for-like Badgers easy and also imposes costs and difficulty related to uninstalling the assembly, as
5 well as that when consumers inquire about corrosion they will be told it will not affect the
6 performance of their Badgers, Plaintiffs and Class Members are encouraged to replace defective
7 Badgers with new (but still defective) Badgers. Without truthful representations regarding the
8 Defect, Plaintiffs and Class Members may replace their Badgers with the same or similar models
9 that will also contain the Defect.
10

11 **PLAINTIFFS' FACTUAL ALLEGATIONS**

12 ***Plaintiff Cohen***

13
14 175. In 2021, Mr. Cohen purchased a Badger as part of a kitchen remodel project. He had
15 previously owned a home and had used garbage disposals and believed that Badgers were a reliable,
16 durable product that would last 10 or more years. At all times, Mr. Cohen used his Badger for
17 normal, household (non-commercial) use and for normal, foreseeable household purposes.

18 176. However, in or around November 2023, his Badger failed and would not operate,
19 and he immediately sought to replace it.
20

21 177. To replace his Badger, Mr. Cohen sought the assistance of a handyman. Upon
22 information and belief, the handyman purchased a Badger 100 from Home Depot and installed it in
23 Mr. Cohen's home on November 15, 2023. Mr. Cohen paid a total of \$225.09 for the replacement
24 and installation of his Badger 100, approximately \$120 of which was for the replacement Badger
25 100. As with his previous Badger, Mr. Cohen only used his Badger 100 for normal, household (non-
26 commercial) use, and only for normal, foreseeable household purposes.
27
28

1 178. Upon installation, Mr. Cohen began to regularly use the Badger. From the time of
2 purchase until the incident described below, Mr. Cohen used the Badger as intended and maintained
3 it in a reasonable and foreseeable manner.

4 179. In or around November 2024, Mr. Cohen inspected the inside of his Badger 100.
5 Upon his inspection, he was surprised to discover what he believed to be a significant amount of
6 rust inside his Badger 100, as shown below:
7



20
21 180. At the time of the discovery of the rust, Mr. Cohen believed that he was within his
22 1-year Warranty and decided to make a claim for the rust.

23 181. On November 5, 2024, Mr. Cohen texted InSinkErator's phone number for text
24 message-based warranty claims.¹²⁰
25
26
27

28 ¹²⁰ See also paragraph 145 above.

1 182. After providing the above-photograph, and inquiring about the rust, Mr. Cohen was
2 told that “brown discoloration or surface rust is normal and simply cosmetic,” as well as that the
3 rust “will not affect the life or performance of the disposer,” and “[t]his is not rust in the sense that
4 it will compromise the integrity of the unit.”

5 183. When Mr. Cohen inquired whether the rust would “wash away,” the InSinkErator
6 agent replied that the “[g]alvanized components are coated with a corrosion resistant zinc and do
7 not begin to discolor until the coating wears away.”

8 184. These representations are blatantly misleading as the zinc corrosion coating is white,
9 whereas brown or red rust is discoloration of the steel. In other words, the “coating has already
10 [worn] away,” and the discoloration signals material loss of the steel that will compromise the
11 integrity of the unit and absolutely negatively affect the life and performance of the disposer.”¹²¹
12

13 185. Additionally, when Mr. Cohen further pressed the InSinkErator agent about the rust,
14 by saying “[s]o that’s not really rust?” the agent replied “[i]t is more discoloration.”
15

16 186. The warranty conversation ended with Mr. Cohen having no recourse for the material
17 loss which will lead to eventual and complete failure of his disposal.

18 187. Mr. Cohen expected that his Badger 100 would last 10 or more years and that the
19 Badger 100 would not be defective, prematurely fail, and begin to corrode within the Warranty
20 period, while having a timely Warranty claim denied.
21

22 188. Mr. Cohen would expect that if corrosion were occurring within the first year of
23 ordinary use of his Badger 100 that the Warranty would cover the corrosion and that the Warranty
24 would be longer to cover possible leaking due to corrosion.

25 189. Upon information and belief, any replacement assembly still contains the same
26 Defect, and there is no repair to remedy the problem.
27

28 ¹²¹ See *id.*

1 190. Because InSinkErator unlawfully concealed the Defect from Mr. Cohen at the time
2 of his purchase of his first and second Badger, after the Badger 100 was installed in his home and
3 being used, and during his Warranty communication, he did not suspect (and had no reason to
4 suspect) that there was anything wrong with his Badger 100.

5 191. Mr. Cohen's Badger 100 has not performed as expected during its service life. Had
6 he known of the Defect, he would not have purchased the Badger 100 and instead would have
7 selected another disposer model, and/or would have paid less than he did for it. Therefore, he did
8 not receive the benefit of his bargain.

9 192. Mr. Cohen may seek to purchase a Badger in the future given the ease with which a
10 replacement Badger can be installed as well as the additional cost and difficulty related to removing
11 InSinkErator's proprietary mounting assembly. Additionally, Mr. Cohen was instructed by
12 InSinkErator when making a warranty claim that the corrosion inside his Badger was cosmetic and
13 would not affect the performance of his Badger. Absent truthful representations related to the
14 Defect, Mr. Cohen may purchase another Badger that contains the Defect and will fail in the same
15 way.

16 193. On November 5, 2024, Mr. Cohen put InSinkErator on notice of the Defect by text
17 messaging the phone number 1-262-233-2231.

18 194. Further, written notice was provided to InSinkErator for violation of claims for all
19 putative Class Members on January 16, 2025 as well as on September 11, 2025.

20 195. To date, InSinkErator has denied that there is any Defect, and continues to oppose
21 Plaintiffs' claims in the *Miller* case despite overwhelming evidence of a Defect.

22 ***Plaintiff Paulsen***

23 196. In or around January 2020, Mr. Paulsen purchased and installed a Badger 500 in his
24 home. He had prior experience with garbage disposals and believed that Badgers were a reliable,
25

1 durable product that would last 10 or more years. At all times, Mr. Paulsen used his Badger 500 for
2 normal, household (non-commercial) use, and only for normal, foreseeable household purposes.

3 197. However, in or around January 2022, his Badger 500 began to leak from the bottom
4 of the disposer. He was unable to replace it himself at the time it leaked because he needed to leave
5 his home to go to work and instead relied on a handyman to remove his leaking Badger 500.
6

7 198. Upon information and belief, the handyman purchased a like-for-like replacement
8 Badger 500 from Home Depot and installed it in Mr. Paulsen's home in or around January 2022.
9 Mr. Paulsen paid for the Badger 500 replacement and installation with cash. Similar to his previous
10 Badger 500, Mr. Paulsen used his Badger 500 for normal, household (non-commercial) use, and it
11 has only been used for normal, foreseeable household purposes.
12

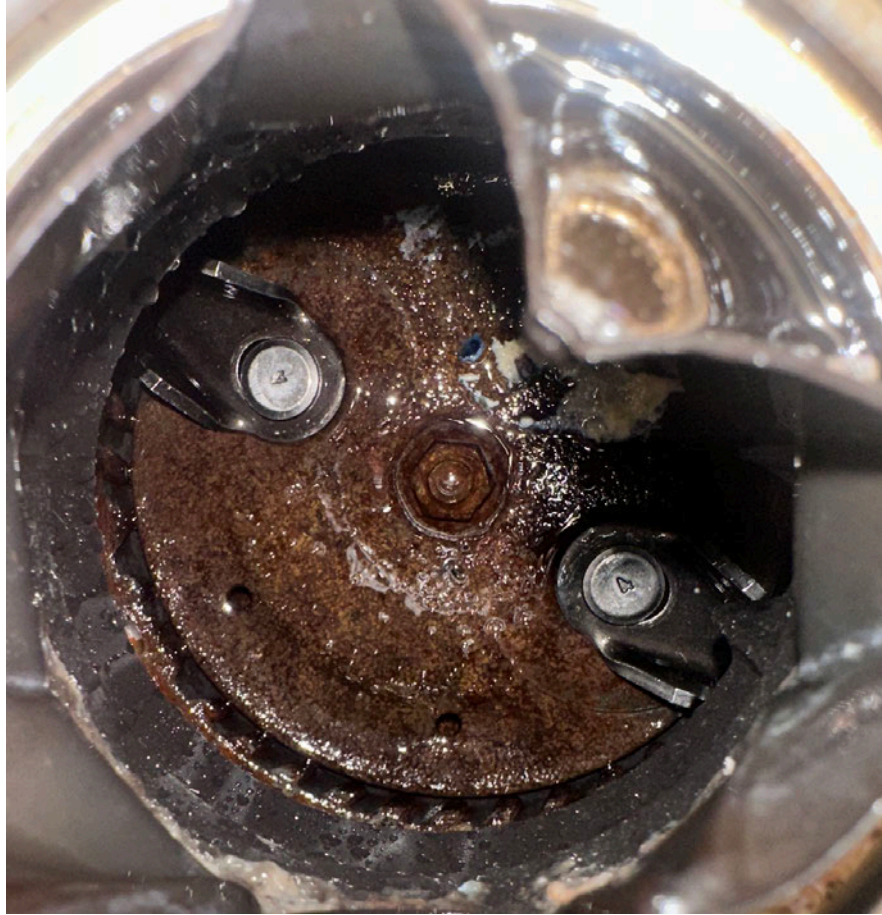
13 199. Upon installation, Mr. Paulsen began to regularly use the Badger. Mr. Paulsen used
14 the Badger as intended and maintained it in a reasonable and foreseeable manner.

15 200. Mr. Paulsen expected that his Badger 500 would last longer than two years and that
16 the Badger 500 would not be defective, prematurely fail, and leak within the warranty period.

17 201. Mr. Paulsen expected that if corrosion were occurring within the first year of ordinary
18 use of his Badger 500 that the Warranty would cover the corrosion and that the Warranty would be
19 longer to cover possible leaking due to corrosion.
20

21 202. Upon information and belief, any replacement assembly still contains the same
22 Defect, and there is no repair to remedy the problem.

23 203. In or around September 2025, Mr. Paulsen inspected his Badger 500 and identified
24 that his replacement Badger 500 had already begun to experience corrosion:
25
26
27
28



204. Because InSinkErator unlawfully concealed the Defect from Mr. Paulsen at the time of his purchase of his first and second Badger, and after the Badger 500 was installed in his home and being used, he did not suspect (and had no reason to suspect) that there was anything wrong with either Badger 500.

205. Mr. Paulsen's Badgers have not performed as expected during their service life. Had he known of the Defect, he would not have purchased the Badgers, and instead would have selected another disposer model and/or would have paid less than he did for them. Therefore, he did not receive the benefit of his bargain.

206. Mr. Paulsen may seek to purchase a Badger in the future given the ease with which a replacement Badger can be installed as well as the additional cost and difficulty related to removing InSinkErator's proprietary mounting assembly. Absent truthful representations related to

1 the Defect, Mr. Paulsen may purchase another Badger that contains the Defect and will fail in the
2 same way.

3 207. InSinkErator was put on written notice for violation of claims for Plaintiffs and all
4 putative Class Members on May 18, 2023 pursuant to notice provided on behalf of California
5 consumers and consumers nationwide in *Miller et al. v. InSinkErator, LLC.*, 1:23-cv-03797 (N.D.
6 Ill. June 15, 2023) (Chang, J.).

7
8 208. Further, written notice was provided to InSinkErator for violation of claims for all
9 putative Class Members on January 16, 2025, as well as on September 11, 2025.

10 209. To date, InSinkErator has denied that there is any Defect, and continues to oppose
11 Plaintiffs' claims in the *Miller* case despite overwhelming evidence of a Defect.

12 **INSINKERATOR'S ACTUAL OR CONSTRUCTIVE**
13 **KNOWLEDGE OF THE DEFECT**

14
15 210. As described above, InSinkErator knew or should have known when it sold the
16 Badgers to the public that the Badgers suffered from the Defect, and that the Defect caused the
17 Badgers to malfunction during their expected useful life, fail prematurely, and might result in
18 significant property damage to consumers and the public.

19 211. Based on InSinkErator's metallurgical and engineering knowledge, it has known
20 since the Badgers were created with galvanized steel components that those components would
21 corrode, leading to eventual failure of the disposal to effectively grind food as represented and
22 intended.

23
24 212. In fact, InSinkErator founder John Hammes recognized the necessity of corrosion
25 resistance in his original 1935 garbage disposal patent where he called for "a cylindrical casing
26
27
28

1 formed from any desired material, preferably of a non-corrodible nature, such as aluminum.”¹²²
 2 InSinkEerator has known since its inception nearly 90 years ago that it was not preferable to use
 3 corrodible materials in its garbage disposals.

4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 214. InSinkEerator’s knowledge of these facts is established through its use of alternative
 12 design and materials selection in more expensive [REDACTED], as well as
 13 through consumer complaints, including several years of public Internet posts on consumer
 14 websites, complaining that the Badgers failed during normal use.

15
 16 215. InSinkEerator’s knowledge of these posts is established by the fact that the company
 17 **has been responding to such posts since at least 2011.** Despite its knowledge of and ability to
 18 remedy the Defect, InSinkEerator chose to neither remedy it nor remove the Badgers from the stream
 19 of commerce, and/or improperly denied warranty claims.

20 216. Importantly, InSinkEerator does *nothing* to warn consumers that galvanized steel will
 21 corrode, resulting in material loss to those components to such a degree that the disposal will fail
 22 and may cause significant property damage to consumers as the failure can manifest as leaking.
 23
 24
 25
 26

27 _____
 28 ¹²² See US Patent No. US-2012680-A (Aug. 27, 1935).

1 217. InSinkErator does nothing to provide consumers with information necessary for them
2 to make informed purchase decisions about the true durability of the Badgers, including as compared
3 to other InSinkErator disposals or its competitors.

4 218. Rather, the ICU only advises that premature corrosion may occur through *improper*
5 *installation*, but makes no mention that corrosion occurs through normal and foreseeable use due to
6 the materials used to perform key functions in the Badgers.

7 219. Additionally, the ICU instructs homeowners to “routinely” check under their sink for
8 leaks; however, it does not explain what is “routine,” that leaks may form on the backside of the
9 disposal which might not be visible to the owner, that the Badgers *will* corrode and leak through
10 regular use, or that the location for the source of a leak would distinguish a Badger with improper
11 installation from a Badger with UEF perforation caused by corrosion.

12 220. More than a decade of customer complaints are still available online regarding the
13 Badgers. For example, consumers noted:

14 From Josh on Amazon in December of 2011, “**Another cracked case – Pick a different**
15 **disposer!**” (Photograph Included in Paragraph 16)¹²³:

16 AVOID THIS PRODUCT! I'm yet another owner with a cracked case on my Badger
17 1 which led to leaks. The internal blades are also completely rusted. The disposer
18 probably only lasted about two years before the crack occurred. The best feature of
19 this disposer is that it's easily replaced with a better unit because of the common
20 mounting system. I can't believe anyone continues to buy this after reading reviews.

21 By PowerGuru in 2014¹²⁴:

22 **Avoid it if you don't use it much or for rentals**
23

24 ¹²³ [https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_arp_d_viewopt_mdrvw](https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_arp_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar)
25 [?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only](https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_arp_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar)
26 [&pageNumber=1#reviews-filter-bar](https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_arp_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar) (last visited Mar. 20, 2023) (emphasis added).

27 ¹²⁴ [https://www.homedepot.com/p/reviews/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-and-Putty-Free-Sink-Seal-Badger-Series-BADGER-5XP-W-C-FLG-SEAL/329061762/5)
28 [Feed-Kitchen-Garbage-Disposal-with-Power-Cord-and-Putty-Free-Sink-Seal-Badger-Series-](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-and-Putty-Free-Sink-Seal-Badger-Series-BADGER-5XP-W-C-FLG-SEAL/329061762/5)
[BADGER-5XP-W-C-FLG-SEAL/329061762/5](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-and-Putty-Free-Sink-Seal-Badger-Series-BADGER-5XP-W-C-FLG-SEAL/329061762/5) (last accessed Oct. 13, 2025).

When it's brand new, it works as expected and as well as ones that cost 2-3x as much. The little lugs are stainless, but every other metal parts inside is galvanized steel (steel with zinc coating). I doubt you'll have problems if you use it daily, but after about a year or two, the coating wear out and rusting gets increasingly worse and loses the ability to sit for more than a few days without seizing up. You'd have to break out the unjamming wrench to get it unstuck. I just don't really cook much and don't use mine often, so I've been having to turn it on every day to avoid it from happening. It's been like that for the past two years, but I didn't use it often enough to bother with replacing it. When it rusted so bad that it broke, I had to replace it... and I'm just getting around to reviewing it now. I think when people write reviews, they do it soon after purchase and haven't owned it long enough to see the lack of durability in the long run. This is definitely one of those products meant to deliver very good instant gratification. Got a used stainless steel model Evolution recently and haven't had this problem. That one's 4 years old and the chamber still looks brand new after cleaning. If I knew the Badger was going to turn out like this, I would've skipped it from the beginning. I've never felt that it didn't have enough power and the noise doesn't bother me at all given that its such a short duration, but you can't find stainless one in this size, so you're pretty much forced to go with 3/4 hp or 1 hp. Don't buy it for hp. Buy it for stainless construction.

From S. Eason in October of 2015, “**After finding a puddle coming from under the sink cabinet...**”¹²⁵:

After finding a puddle coming from under the sink cabinet the other day, I looked inside and found the floor of the cabinet soft and rotting. My badger 1 has been slowly leaking from a crack for a while I didn't catch it. My Badger came with the house and is at least 7 years old, but it's only been used sparingly -no bones, peelings, lettuce, etc. I would definitely look at a different model or brand.

From Smokey, also in 2015¹²⁶:

Really bad case material. Weak and corrosion prone material.

Was installed when house was built. Noticed corrosion in vertical crack lines around the exterior of the grind chamber. Some of the crack lines have started to leak. There are several thin vertical cracks every few inches. They start as small cracks then corrode and leave rust ridges eventually leaking through several of the cracks. Have applied silicone as temp fix but other cracks have now started leaking. The case appears to be aluminum casting but it must be steel based and very thin because if has cracked in several places and the rust builds up on a mound on the exterior of the crack then it starts to leak. I nearly purchased another of the same brand at the home depot store but checked online and saw many low reviews for this product. I found a

¹²⁵ https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_unknown?ie=UTF8&filterByStar=two_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar (last visited Mar. 20, 2023).

¹²⁶ <https://www.homedepot.com/p/reviews/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-and-Putty-Free-Sink-Seal-Badger-Series-BADGER-5XP-W-C-FLG-SEAL/329061762/5> (last visited Oct. 13, 2025).

1 waste king on the home depot website for \$30.00 less (\$54.99) regular price. The
2 Waste King has a 2 year in home warranty and a LIFETIME corrosion warranty. I
3 then checked to see if this one also had a corrosion warranty. No this product did not
4 seem to have a corrosion warranty so I ordered the Waste King. See the attached
5 photos for the cracks. I have removed the heavy rust from several of the crack so I
6 could apply silicone to stop the leaks until I can get a replacement.

7 From Kevin Koch in September of 2016, **“Switching brands because these things are
8 junk”**¹²⁷:

9 What a piece of junk. Bought my house in 2009 and just discovered a crack in the
10 casing. I'm suspecting a manufacturing defect to be completely honest. I understand
11 that they only a 1 year warranty on the motor but that wasn't the part that failed. In
12 my use cases it should have lasted forever. I've NEVER put any large objects or
13 bones or anything through it. In fact, the only thing I've ever put down it are egg
14 shells and vegetable scraps.

15 It had issues of occasionally not chewing things up small enough and would cause a
16 clog in the drain which I would have to remove the trap for. Bought a waste king
17 with lifetime warranty and I'll never have to worry again!

18 Photograph Included:



27 ¹²⁷ [https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_ar_p_d_viewopt_mdrvw](https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_ar_p_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar)
28 [?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only](https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_ar_p_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar)
&pageNumber=1#reviews-filter-bar (last visited Mar. 20, 2023).

By Wappa in 2017 (“One Star”)¹²⁸:

Plastic housing cracked and leaked all the way around

Photographs Included:



By 33899 in 2017¹²⁹:

Badger5 is leaking from numerous crack around its plastic casing. Totally surprised by this, assu...

Badger5 is leaking from numerous crack around its plastic casing. Totally surprised by this, assumed casing would be strong enough to withstand torque. It is not.

From Eric D. in July of 2019, “Housing failed in less than 3 years. Cheap, unreliable and potential liability”¹³⁰.

The Badger 1 insinkerator came installed with our new house purchase in July 2016. Today, I noticed a large amount of water in the cabinets under our kitchen sink. Upon

¹²⁸ https://www.amazon.com/product-reviews/B000EW7LGA/ref=cm_cr_ar_p_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar (last visited Mar. 23, 2023).

¹²⁹ <https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Putty-Free-Sink-Seal-Badger-Series-BADGER-5-W-C-FLG-SEAL/329061757/4> (last visited Oct. 13, 2025).

¹³⁰ https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_ar_p_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar (last visited Mar. 20, 2023).

1 investigation, I found two holes in the housing of this garbage disposal (see picture,
2 just to the upper left of the pvc pipe. How they got there is a mystery. It can't be from
high quality manufacturing though.

3 We rarely use this thing, and it's never even jammed up. We don't abuse it with bones,
4 silverware or glasses. And when I called insinkerator, they offered to send me a
coupon to purchase another one, but I was in such a hurry because we needed to do
5 our dishes that I ended up buying one from Home Depot.

6 I would avoid this cheap model and spring for a more expensive one that does not
use galvanized steel. This is not even what I would describe as builder grade. It is a
7 liability with the water damage we could have sustained if we didn't notice it in time.
We bought a 900 model which uses stainless steel and I'm hoping it lasts longer.

8 From SteelyGrey in 2020¹³¹:

9 **Lasted for less than two years.**
10 **Would Not Recommend**

11 Bought at Lowe's to replace an older Badger unit which also only lasted a few years.
12 Noticed water under the sink today which was leaking out onto the floor. The flange
to the sink is OK, the drain plumbing is also OK. Water is leaking through the
13 housing and out the bottom of the motor unit when water is even just being run in
the sink. This unit is only run for 15-30 seconds a couple times a week. ISE used to
14 be a great company and I've had older units that lasted 10-15 years. The entire
Badger line is total "Builder Grade" junk. Will NEVER buy an ISE product again in
my lifetime. Never buy any product if the company only offers a one year warranty.
15 This means they don't trust their own products to even offer a 2-3 year warranty.

16 From ePetFan as recently as February 1, 2022, subject reading "Unacceptable Design
17 Quality in Materials (Metal)"¹³²:

18 I recently had to follow-up on a Badger Model 500-1A, 1/3 HP, 6.3 Amp under the
sink food disposer that kept jamming and freezing up. The jam was easily overcome
19 by disposal wrench and no obstructions were noticed in the spinning basin. There
was friction to the rotation that I noted that seemed too high. I worked to clean any
20 organic or other debris from the basin concentrated soap and high water with lots of
rotation and spinning of rotor with the wrench. Once rinsing with lots of water, I
21 even oiled the rotating parts with cooking again with lots of rotation. The friction
seemed to be lessening, but in test operation with water flowing the disposal
22 continued to spin for a moment and then jam, then trip the breaker. On further
inspection on disassembly I saw the problem; the spin platten and chamber had
23 extensively rusted and corroded. *Just for curiosity, I checked the manufacture date
with the manufacturer and the unit was less than 4 years old! With many years of*

24 _____
25 ¹³¹ <https://www.lowes.com/pd/InSinkErator-Badger-5XL-Garbage-Disposal-1-2-HP/5000109263>
(last accessed Oct. 13, 2025).

26 ¹³² https://www.amazon.com/product-reviews/B00004U9JP/ref=cm_cr_ar_p_d_viewopt_mdrvw?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&mediaType=media_reviews_only&pageNumber=1#reviews-filter-bar
27 (last visited Mar. 20, 2023).
28

1 *experience with Sears Craftsman units (>30 years) of the same power and design, I*
 2 *have never seen this level of corrosion in such a short time.* The construction of this
 3 model is unacceptable for using interior body metals that do not have basic corrosion
 4 resistance to municipal water. I am going to check with the water company for typical
 5 pHs of their water but is very unusual not to have buffered water a little on the basic
 6 side. The acidity of the municipal water can not explain the excessive corrosion seen
 7 with this Badger unit. What we have here is a unit built so cheap that it should not
 8 be sold. I explained this to the manufacturer, but they seemed okay with this level of
 9 quality. My advice is to avoid this brand completely, This type of oversight in design
 10 speaks to a company that does not value manufacturing quality products. [Emphasis
 11 Added].

12 Photo Included:



15 From MacDiddy on March 7, 2022¹³³:

16

17 **Poor Quality
Would Not Recommend**

18 This disposal was bought in 2018 and now only four years later has developed a large
 19 crack in the upper housing. Judging by the amount of rust it has been leaking for
 20 awhile before being finally discovered. Quality control issue I think judging by the
 21 other reviews of the same thing happening.

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27 ¹³³ <https://www.lowes.com/pd/InSinkErator-Badger-5XL-Garbage-Disposal-1-2-HP/5000109263>
 28 (last visited Oct. 13, 2025).



From CM on February 25, 2023, “**Smart design to make them rust intentionally[sic], forcing you to buy a new one every few years**”¹³⁴.

Original unit only lasted 6 years before leaking. Removed and opened it to find exact same failure as many YouTube videos showing exactly how they all fail. They are made of steel that rust. Considering how they are always wet, these units rust badly and develop holes on the motor cover causing a leak. Is it safe to have water drip on the 120V electric motor? I suspect they use rusty steel on purpose so you would have to replace them every few years. Have you heard of stainless steel? Even a plastic cover would be better than a thin raw steel cover.

Thanks to Amazon, a replacement unit arrived the same day. If you have time to do some research, look for a brand that uses stainless steel. Regular steel will rust out in few years - by design.

From D. Jerger on March 4, 2023¹³⁵:

Keep a spare. *Will rust out at the end of warranty.* Was easy to replace though. Upper housing is cheap pop metal and easy to damage when trying to unstick.

¹³⁴ https://www.amazon.com/product-reviews/B00PM8STLM/ref=cm_cr_unknown?ie=UTF8&filterByStar=two_star&reviewerType=all_reviews&pageNumber=1#reviews-filter-bar (last visited Mar. 20, 2023).

¹³⁵ *See id.* (emphasis added).

1 March 16, 2023 from booger, “**Only lasted 2 years**”¹³⁶:

2 We spent the extra money and bought this because we were told it is a good brand.
3 However, it did not even last two years. Both seams on the sides of the garbage
4 disposal split so it leaked everywhere! We were very disappointed because we hardly
5 used it. We are not people that cook a lot or put lots of things down the garbage
6 disposal so needless to say we were upset that we had to purchase another one within
7 two years of installing the first one! So you might not want to buy this brand.

8 From BILL, a verified purchaser, on September 12, 2023¹³⁷:

9 This is a piece of junk. It is replacing the same one that rusted out in about 2 years. I
10 only got it because the one I wanted didn’t line up and would have required a
11 plumber.

12 From Dan1876 on February 4, 2024, “**Rusted till it froze completely**”¹³⁸:

13 This was installed in my house when it was built. About 4 years after the install it
14 would lock up after sitting until the next day but I was able to get it free with the
15 wrench. I contacted support and it was out of warranty. They went by manufacturer
16 date not when it was installed although it would have been slightly out of warranty
17 anyway. A couple months later it was completely locked and no matter how much
18 pressure I put the wrench couldn’t move it free anymore. Looking into the unit
19 through the drain hole after I removed it the entire inside was rusted and it didn’t
20 budge at all when pushing with the wrench. I replaced it with an advanced model
21 that’s stainless steel. I am disappointed that support didn’t help at all when I started
22 having the problem.

23 From RacineWisconsinGuy on March 22, 2024, “**Don't buy if you have a choice**”¹³⁹:

24 This is the third Badger in less than SEVEN YEARS! The only reason I bought it is
25 I was recovering from surgery and had to have someone else install it and it would
26 have been more expensive to modify my plumbing to install a quality product. Next
27 time I'll modify my plumbing. When I had to replace a Badger THREE YEARS ago,
28 the comment back from the manufacturer was that like all appliances they wear out,
NO OTHER APPLIANCES I HAVE HAVE WORN OUT IN OVER 10 YEARS.

From Tks4Nuttin on April 27, 2024, “**JUNK! Galvanized grinder. Failed after 5**

21 ¹³⁶ See *id.*

22 ¹³⁷ [https://www.homedepot.com/p/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-](https://www.homedepot.com/p/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672)
23 [Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672](https://www.homedepot.com/p/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672) (last visited Oct. 13,
2025).

24 ¹³⁸ [https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitc-](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay)
25 [hen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay) (last
26 accessed Feb. 13, 2025).

27 ¹³⁹ [https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitc-](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay)
28 [hen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay](https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay) (last
accessed Feb. 13, 2025).

1 years”¹⁴⁰:

2 Just bought a house in FL. House is 5 years old. The disposal just started leaking out
3 of the power cord hole. Yikes. Date code on this unit is 2018. It's the original installed
4 in the house. The innards of the grinding area are corroded to all h--l. Everything else
5 works great. What a shame that they could have spent another dollar on stainless
6 instead of galvanized, and this thing would still be running. I have a 20 year old unit
7 elsewhere that's still working.

8 From Isac4 on June 17, 2024, “**Leaked and ruined my cabinet**”¹⁴¹:

9 The machine only lasted 18 months and quietly failed. To add insult to The injury, it
10 leaked water all over the cabinet, ruining the wood. I did not notice until foul smell
11 came from under the sink. Terrible failure mode. I’ve had garbage disposals failed,
12 but never did one leak. I do not recommend it at all until that failure mode is fixed
13 by the manufacturer

14 From Need Better Quality on January 30, 2025, “**Low quality internal parts that**
15 **rust**”¹⁴²:

16 My first Badger 5 failed 2 years after installation. The motor hummed, but the
17 impeller failed to turn---likely frozen in place. I replaced it with a second Badger and
18 it too failed after less than 3 years, this time making scraping sounds. I reached inside
19 and pulled out 7 large rusted metal pieces of debris.

20 221. InSinkErator knows about these complaints, as it has been responding to them for
21 years and repeatedly blaming consumer usage conditions. Furthermore, InSinkErator has
22 consistently contended that rust is “normal wear and tear,” and that “[r]ust will not degrade the
23 performance of the disposer unless it is well outside of the disposer’s lifespan.”¹⁴³

24 ¹⁴⁰ <https://www.homedepot.com/p/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Putty-Free-Sink-Seal-Badger-Series-BADGER-5-W-C-FLG-SEAL/329061757> (last visited Oct. 13, 2025).

25 ¹⁴¹ <https://www.homedepot.com/p/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Putty-Free-Sink-Seal-Badger-Series-BADGER-5-W-C-FLG-SEAL/329061757> (last accessed Oct. 13, 2025).

26 ¹⁴² <https://www.homedepot.com/p/reviews/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-79883A-ISE/300278672/3#overlay> (last
27 accessed Feb. 13, 2025).

28 ¹⁴³ See responses to Faizi and SteveE below.

222. As early as 2011, a consumer submitted a report to the Consumer Product Safety Commission (“CPSC”) regarding the Model 1-83 (Badger), stating the following¹⁴⁴:

Incident Description: The water leaks through the top of the garbage disposal and goes all the way down the motor department. The unit was originally installed about 4 years and the failure has been occurring for a few months. They attempted to press the reset button on the bottom of the garbage disposal and it worked for a short period of time (amount of time unknown). While opening the bottom cabinet door they noticed that the unit had began leaking water through the motor again. *The firm was contacted on 6/3/2011 and a report with the representative (name unknown) and was advised that the unit was no longer covered under a warranty and there wasn't anything that they would be willing to do.* The garbage disposal was removed and placed in the garage. It has not been replaced with a replacement unit. [Emphasis Added].

Incident Date: 4/1/2011

Incident Location: Home/Apartment/Condominium

InSinkErator responded to the CPSC report by stating:

CPSC Report ID 20110607-8DBA3-1186013 The purpose of this response is to reply to the June 7, 2011 online submittal of the above-referenced consumer complaint. Subject garbage disposer was produced in May of 2006 and came with a 1-year in-home full service warranty. The InSinkErator Division of Emerson Electric Co. has not had an opportunity to examine the unit that is the subject of this report nor seen any documentation of the installation. Our Products Claims Administrator has spoken with the submitter who agreed to forward the disposer for further review at InSinkErator. There is no danger of electrical shock presented by the circumstances of this incident. Correct installation of this garbage disposer requires the use of a grounded electrical connection, which will protect against electrical shock in situations such as this. Furthermore, this product is constructed in compliance with UL Standard ANSI/UL 430 covering Waste Disposers.

223. The reports of leakage related to the Badgers and InSinkErator’s inadequate responses continued for years, including as follows:

From Merkin2016¹⁴⁵:

**JUNK
Would Not Recommend**

We hardly use our garbage disposal at all. We put only small delicate material in it

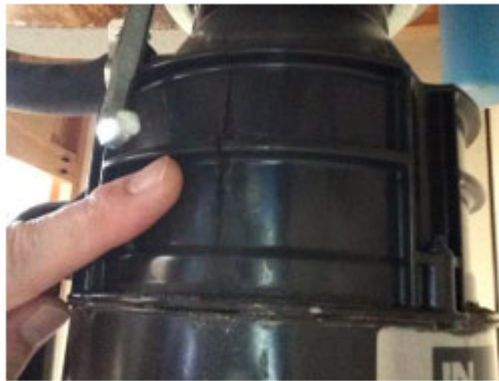
¹⁴⁴ See <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=1186013> (last visited Oct. 13, 2025).

¹⁴⁵ <https://www.lowes.com/pd/InSinkErator-Badger-5XL-Garbage-Disposal-1-2-HP/5000109263> (last visited Oct. 13, 2025).

1 that is usually too fine to fish out of the sink. However, it developed 2 CRACKS in
 2 the upper housing. This caused a host of problems such as flooding under the sink,
 3 ruining some product stored there, water damage requiring tear out of toe kick, etc.
 4 for remediation. This was only 5 years old. It still looks new in appearance, but
 5 caused quite a mess due to poor manufacturing material. I believe the upper portion
 6 is pot metal or thin cast metal that just shook itself apart. SPEND THE EXTRA
 7 MONEY TO GET A BETTER UNIT. IT WILL BE CHEAPER IN THE LONG
 8 RUN. (Picture shows only one of the two cracks)

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Hi, this is Jerica from InSinkErator® Customer Service. I do apologize for the inconvenience that you encountered with your disposer. Our customer's experience and satisfaction with our products are very important to InSinkErator and I would like the opportunity to assist you with this. Kindly send an email to insinkeratorfeedback@emerson.com with your complete contact information and serial number of your disposer and I will get in touch with you. Thank you.



By Ant in July of 2020¹⁴⁶:

It worked great for 14 months, but noticed a leak and then a hole in the larger, upper section. I...

It worked great for 14 months, but noticed a leak and then a hole in the larger, upper section. I'm guessing something punctured it but I only remember one time where a small metal item may have been inside and turned on for seconds upon hearing it. Also 3/4 HP is a little on the loud side.

by Ant

Response from InSinkErator

Jul 20, 2020

Hi Ant, I'm sorry to hear about what happened with your disposer. If there's a hole in the unit, it's possible that something may have compromised the body of the

¹⁴⁶ <https://www.homedepot.com/p/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-BADGER-5XP-W-C/302453560> (last visited Oct. 13, 2025).

1 disposer but, through use, has just manifested. We're proud of our products and we
 2 always ensure you receive the best quality. If we find a flaw, we fix it and stand
 3 behind it, that's why they carry a warranty for all quality issues. Details about our
 4 warranty policy can be found in your product's manual or our website:
<https://bit.ly/2WCnwHm>. Should you have other questions, please feel free to
 5 contact us at insinkeratorfeedback@emerson.com.

6 From Faizi in June of 2021¹⁴⁷:

7 **Rusts and Leaks**

8 Very disappointed in this product, have had previous insikerator model which lasted
 9 many years. When the motor burned out, I purchased it again thinking the build
 10 quality would be the same, it's not. Only after 4 years of very light use started leaking
 11 from the bottom due to rust, even though the unit functions fine. Called customer
 12 service they gave be a coupon for 40% off of a new unit, no thank you. Switched
 13 over to Everbilt 1/2 horsepower with a 4 yr warranty and lifetime corrosion warranty
 14 for half the price.

15 by Faizi

16 **Response from InSinkErator**

17 Jun 14, 2021

18 Hi Faizi, we appreciate you sharing your feedback with us. Just as is expected with
 19 other small home appliances, the life of an InSinkErator® Disposer is entirely
 20 dependent upon service conditions, usage patterns, and water quality. The amount of
 21 rust or discoloration varies and is dependent on usage and what may have been put
 22 through the disposer. Rust will not degrade the performance of the disposer unless it
 23 is well outside of the disposer's lifespan. We're sorry to see you go, but we
 24 completely understand how upset you must feel. We hope you'll consider
 25 InSinkErator again in the future.

26 From SteveE in March of 2022¹⁴⁸:

27 **Beware of this garbage disposal**

28 After only 3 years, my disposal started leaking from the bottom. This was the 3rd
 Insinkerator disposal in 14 years so I decided to take this one apart before buying
 another. Insinkerator advertises the chopping area is galvanized, but once the
 galvanization wears off, the steel quickly rusts. This happen [sic] to mine so severely
 that it rusted a hole that allowed water to get into the motor compartment (see the
 blue circled area in the picture). No more "galvanized" and no more Insinkerator!

29 **Response from InSinkErator**

30 Mar 31, 2022

31 ¹⁴⁷ [https://www.homedepot.com/p/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-](https://www.homedepot.com/p/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-BADGER-5XP-W-C/302453560)
 32 [Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-BADGER-5XP-W-C/302453560](https://www.homedepot.com/p/InSinkErator-Badger-5XP-W-C-3-4-HP-Continuous-Feed-Kitchen-Garbage-Disposal-with-Power-Cord-Badger-Series-BADGER-5XP-W-C/302453560)
 33 (last visited Oct. 13, 2025).

34 ¹⁴⁸ See *id.* (last visited Oct. 13, 2025).

Hi SteveE, thanks for posting your review. We understand how unpleasant this experience must have been for you and we're sorry. Rust is something we generally consider normal wear and tear. The grinding components on our standard Badger Series are coated with corrosion resistant zinc and do not begin to discolor until this coating wears away. The amount of rust varies and is dependent on usage and what may have been put through the disposer. The water quality, use of aggressive cleaning solutions, or even grinding of acidic foods can speed up discoloration. We're always working hard to improve our products and we value your candid feedback.

Response from InSinkErator

July 28, 2023

Hi Richard, thank you for sharing with us, and we're sorry that you had to replace your disposers in such a short period of time. Rust is something we generally consider normal wear and tear. If it rusted from the inside or the grinding components, it would not affect the life or performance of the disposer unless it was well outside of the disposer's lifespan of 6–8 years. If it rusted on the outside of the disposer or on the mounting assembly, it's more likely caused by the disposer not being fully tightened when installed to create the watertight seal between the mounting ring and gasket. We have strict quality control measures in place to ensure you receive a high-quality product. If we find a flaw, we stand behind it, which is why we have a warranty for all of our products. If you need assistance, you can always reach out to us via <https://support.insinkerator.com/app/ask>.

224. Reports of leaks from consumers continued into 2023 and 2024.

From homebubba on January 25, 2023, “**Replaced my less than 5 year old unit insinkerator with...**”¹⁴⁹:

Replaced my less than 5 year old unit insinkerator with this unit...yeah go figure, 5 years and shorted out from rust leak. Who knows should have to another brand...got lazy since I did not have to change the sink attachments.

Response from InSinkErator

Jan 26, 2023

Hi homebubba, thanks for your feedback. We're sorry to hear that your previous disposer was leaking. The possible causes when the unit is leaking could be an improper installation or water running to bottom from a higher leak. If you will encounter any issues with your new disposer, please contact us via <https://support.insinkerator.com/app/ask>.

Dcatx, a Lowes Verified Pro, recorded his Badger leaking and provided a link in his review of his Badger 1XL and titled the review “**DESIGNED TO FAIL**” on February 12, 2023 to which

¹⁴⁹ <https://www.homedepot.com/p/InSinkErator-Badger-5-1-2-HP-Continuous-Feed-Kitchen-Garbage-Disposal-Badger-Series-79883-ISE/100091168> (last accessed Feb. 13, 2025).

1 InSinkErator did not respond¹⁵⁰:

2 Would Not Recommend

3 The Badger 1xl is CHEAP and JUNK. Notice what the grind chamber is made of?
4 Galvanized steel. You know what happens when galvanized steel is exposed to water
5 every day? This is what happens: <https://www.youtube.com/shorts/8YMONL9ezbk>
6 That's my Badger 1. It works great for a few years and then it fails because surprise,
steel rusts. Look at the competition; they're all using plastic and polymer grind
chambers. That's because they're not cheap junk.

7 Further, JHS1 submitted the following review on January 13, 2024 entitled “**Disappointing**”
8 wherein the consumer describes the bottom of the Badger rusting out, to which InSinkErator denied
9 any issue rust and impressed upon the consumer that it takes “product durability seriously”¹⁵¹:

10 Would Not Recommend

11 Very disappointed in the product's durability. We had to replace it after a few years
12 when the bottom rusted out.

13 Response from INSINKERATOR

14 January 19, 2024

15 Hi JHS1, we're sorry for the disappointment our product has caused you. Rust is
16 something we generally consider normal wear and tear. It will not degrade the
17 performance of the disposer unless it is well outside of the disposer's lifespan. We
18 take product durability seriously and are constantly working on enhancing the
19 reliability of our products. Your loyalty to our brand is appreciated. If you have any
20 concerns, please don't hesitate to reach out to us via
<https://support.insinkerator.com/app/ask>.

21 225. In conjunction with InSinkErator’s vast experience with garbage disposals, including
22 designing, manufacturing, and selecting materials for and selling the Badgers, these facts and
23 complaints illustrate that InSinkErator knew or should have known of the Defect.

24 226. InSinkErator has a duty to disclose the Defect and to not conceal the Defect from
25 Plaintiffs and Class Members. InSinkErator’s failure to disclose, or active concealment of, the
26 Defect places Plaintiffs and Class Members at risk of property damage.

27 ¹⁵⁰ <https://www.lowes.com/pd/InSinkErator-Badger-1-Series-1-3-HP-Continuous-Feed-Garbage-Disposal/5000296517> (last visited Oct. 13, 2025).

28 ¹⁵¹ <https://www.lowes.com/pd/InSinkErator-Badger-1-Series-1-3-HP-Continuous-Feed-Garbage-Disposal/5000296517> (last visited Oct. 13, 2025).

1 227. Upon information and belief, InSinkErator is currently still selling the defective
2 Badgers, concealing the Defect, failing to notify consumers of the Defect, and failing to recall the
3 Badgers.

4 228. Moreover, InSinkErator continues to falsely represent through written warranties and
5 manuals that the Badgers are free from Defects in materials, are of merchantable quality, and will
6 perform dependably for years.

7 229. When communicating with customers, InSinkErator does not disclose that the
8 Badgers suffer from the Defect. Instead, the Defect is described as non-structural, cosmetic, and
9 discoloration that will not impact the performance of the Badgers.

10 230. As a result, reasonable consumers, including Plaintiffs and Class Members,
11 purchased and used, and continue to purchase and use the Badgers in their homes even though they
12 will prematurely fail.

13 231. Further, InSinkErator routinely denies claims as being out of warranty, when it
14 knows that the Defect exists at the time of sale but typically does not manifest until after expiration
15 of the Warranty.

16 232. Had Plaintiffs, Class Members, and the consuming public known that the Badgers
17 were defective, would prematurely fail and cause damage to their property, they would not have
18 purchased the Badgers or would not have paid the same price.

19 233. InSinkErator has wrongfully placed on Plaintiffs and Class Members the burden,
20 expense, and difficulty involved in discovering the Defect, replacing the Badgers (potentially
21 multiple times), and paying for the cost of damages caused by the Defect.

22 **TOLLING OF THE STATUTE OF LIMITATIONS**

23 **A. Discovery Rule Tolling**

1 234. Plaintiffs and Class Members could not have discovered through the exercise of
2 reasonable diligence that their Badgers were defective within the time-period of any applicable
3 statutes of limitation.

4 235. Among other things, neither Plaintiffs nor the other Class Members knew or could
5 have known that the Badgers contain the Defect, which causes leakage and damage to other
6 property.

7 236. Further, Plaintiffs and Class Members had no knowledge of the Defect and it
8 occurred in a part of the Badgers that is not visible to consumers. InSinkEerator attempted to conceal
9 its knowledge of the Defect or otherwise capitalize on it further by selling defective replacement
10 Badgers. Accordingly, any applicable statute of limitation is tolled.

11 237. Seeking any information from InSinkEerator related to corrosion in the Badgers
12 would be futile, as InSinkEerator's warranty scripts are misleading, inaccurate, and ultimately are
13 intended to dismiss corrosion altogether.

14
15
16 **B. Fraudulent Concealment Tolling**

17 238. Throughout the time period relevant to this action, InSinkEerator concealed from,
18 misled, and failed to disclose to Plaintiffs and the other Class Members vital information about the
19 Defect described herein.

20 239. InSinkEerator kept Plaintiffs and the other Class Members ignorant of vital
21 information essential to the pursuit of their claims. As a result, neither Plaintiffs nor the other Class
22 Members could have discovered the Defect, even upon reasonable exercise of due diligence.

23 240. Throughout the Class Period, InSinkEerator has been aware that the Badgers it
24 designed, manufactured, selected materials for and sold contained the Defect, resulting in premature
25 and accelerated degradation of the Badgers and eventual leakage.
26
27
28

241. Despite its knowledge of the Defect, InSinkErator failed to disclose and concealed, and continues to conceal, this critical information from Plaintiffs and the other Class Members, even though, at any point in time, it could have disclosed the Defect through a product recall, individual correspondence, media release, or by other means.

242. Plaintiffs and the other Class Members justifiably relied on InSinkErator to disclose the Defect in the Badgers that they purchased, because the Defect was hidden and not discoverable through reasonable efforts by Plaintiffs and the other Class Members.

243. Thus, the running of all applicable statutes of limitation have been suspended with respect to any claims that Plaintiffs and the other Class Members have sustained as a result of the Defect, by virtue of the fraudulent concealment doctrine.

C. Estoppel

244. InSinkErator was under a continuous duty to disclose to Plaintiffs and the other Class Members the true character, quality, and nature of the defective Badgers.

245. InSinkErator knowingly concealed the true nature, quality, and character of the defective Badgers from consumers.

246. Based on the foregoing, InSinkErator is estopped from relying on any statutes of limitations in defense of this action.

UNCONSCIONABILITY AND FAILURE OF ESSENTIAL PURPOSE OF THE EXPRESS WARRANTIES AND BY EXTENSION RENDER DISCLAIMER OF REMEDIES INVALID

247. The Warranty relating to the Badgers is unconscionable in at least the following ways:

- a. InSinkErator concealed exclusion of corrosion related failures from being covered under the Warranty;
- b. InSinkErator excluded “incidental, special, indirect, or consequential damage” from Warranty coverage regardless of whether it is caused by product “nonperformance,”

1 despite knowing that premature failure of the Badger would almost certainly cause
2 such damages;

3 c. InSinkErator excluded damages “caused by delay in performance” from Warranty
4 coverage, despite knowing that such delay could cause catastrophic property damage
5 to the homeowner;

6 d. InSinkErator excluded damages that “exceed the price paid by the original owner for
7 the InSinkErator product” from Warranty coverage, knowing that the damages
8 resulting from premature failure of the Badgers would almost certainly exceed the
9 price of the Badger;

10 e. InSinkErator knew or should have known of the Defect in its Badgers prior to and at
11 the time of sale of the Badgers to consumers, including from consumer complaints,
12 many of which were directly reported to InSinkErator, as well as from Warranty
13 claims made directly to InSinkErator;

14 f. InSinkErator was in a superior position to know of, remedy, and disclose the Defect
15 in its Badgers to Plaintiffs and Class Members, who could not have known of the
16 Defect at the time of purchase;

17 g. Plaintiffs and Class Members had no bargaining power as they were unable to
18 negotiate the terms of the Warranty, including the scope of coverage, durational time
19 limitation, or disclaimers contained therein. This is further evidenced by the fact the
20 “complete InSinkErator warranty is included in the ICU *packaged with each unit*,”¹⁵²
21 and that the duration of the Warranty is contained on a label on each Badger when it
22 leaves InSinkErator’s manufacturing facilities, which therefore demonstrates the
23 Warranty is non-negotiable prior to or at the time of purchase;

24 h. Plaintiffs and Class Members had no meaningful choice in the terms of the Warranty,
25 including the scope of coverage, durational time limitation, or disclaimers contained
26 therein;

27 i. Plaintiffs and Class Members had no meaningful choice in choosing another brand
28 of garbage disposal, as any other reputable brand would likewise have warranties
containing the same or similar terms and limitations and did not have sufficient
information to make an informed decision about the adequacy or appropriateness of
the Warranty in light of the Defect vis-à-vis other garbage disposal brands’
warranties;

j. 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 InSinkErator was aware that the Badgers were inherently defective,
Plaintiffs and Class Members had no notice or ability to detect the Defect,

¹⁵² See <https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (last visited Aug. 23, 2023, later archived and available at <https://web.archive.org/web/20230621223748/https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (Oct. 13, 2025)).

1 InSinkErator knew Plaintiffs and Class Members had no notice or ability to detect
2 the Defect even if they could have inspected the Badgers prior to purchase due to the
3 latency of the Defect, and InSinkErator knew that Plaintiffs and Class Members
4 would bear the cost of correcting the Defect. This disparity was increased by
InSinkErator's knowledge that failure to disclose the Defect would substantially limit
the Badger's use and could cause it to fail altogether;

5 k. InSinkErator failed and refused to extend the time limitation of the Warranty to cover
6 the Defect, which was known to InSinkErator and unknown to consumers at the point
of sale;

7 l. Plaintiffs and Class Members had no ability to discover the Defect at the time of sale
8 due to the latency of the Defect, and without being experts on material selection in
garbage disposals;

9 m. The durational limits on the Warranty are grossly inadequate to protect Plaintiffs and
10 Class Members from the Defect;

11 n. InSinkErator sold the Badgers with knowledge of the Defect and of the fact that it
12 may not manifest until after expiration of the Warranty;

13 o. InSinkErator sold the Badgers with knowledge of the Defect and of the fact that the
Badgers would fail well before the expiration of their useful lives;

14 p. InSinkErator sold the Badgers with knowledge of the Defect and of the fact that the
15 Warranty would not cover corrosion, [REDACTED];

16 q. InSinkErator sold the Badgers with the knowledge that the nature of the Defect
17 precludes any repair to the Defect or resulting damage, such that only replacement
can temporarily prevent damage to other property;

18 r. InSinkErator sold the Badgers knowing it was replacing Badgers with more defective
19 Badgers that would or were likely to fail;

20 s. InSinkErator sold the Badgers knowing that they were not capable of being repaired
or replaced with non-defective Badgers within the Warranty period, or thereafter;

21 t. Plaintiffs and Class Members would have negotiated better terms in the purchase of
22 their Badgers and Warranty had they been aware of the Defect, and been able to
23 negotiate such terms;

24 u. The terms of the Warranty unreasonably favor InSinkErator over Plaintiffs and Class
Members;

25 v. InSinkErator excluded rusting and/or corrosion from coverage under its Limited
26 Warranty knowing that rusting and/or corrosion indicates premature failure, and may
27 lead to leaking and catastrophic property damage which can be covered but occur
28 after the Warranty period; and

1 w. InSinkErator failed to warn consumers in its Warranty that rusting and/or corrosion
2 indicates premature failure, and may lead to leaking and property damage.

3 248. Moreover, as corrosion occurs over time, perforation or holes in the housing and
4 UEF may not manifest until after the expiration of the Warranty, resulting in InSinkErator's denial
5 of the Warranty claim despite the existence of the Defect within the Warranty period.

6 249. Further, as zinc-coated galvanized steel is an inadequate material selection, design,
7 and manufacture, InSinkErator knows that through regular and foreseeable use the Badgers will
8 degrade, develop holes, and leak. This knowledge is further demonstrated by use of stainless steel—
9 an appropriate material for garbage disposals—in its higher end models.

10 250. InSinkErator does not offer extended product warranties for purchase, and thus, the
11 consumers have little choice but to accept the limited durational terms of the original Warranty.
12

13 251. In addition, the Warranty fails of its essential purpose in that InSinkErator is unable
14 to repair or patch the corrosion or repair the Defect given that corrosion causes material loss to the
15 steel itself, and instead InSinkErator is only able to replace corroded Badgers with equally defective
16 Badgers.

17 252. To the extent that InSinkErator offered to replace, or did replace, the defective
18 Badgers, replacement as a remedy fails its essential purpose given it is insufficient to make Plaintiffs
19 and Class Members whole because the Warranty covering the Badgers provides that InSinkErator
20 will replace the Badgers with identical, equally defective Badgers. Specifically, in its course of
21 business, when InSinkErator opts to provide a replacement Badger to complaining consumers, the
22 replacement Badger likewise contains the Defect, resulting in the same risks to the owners, and the
23 same or similar damages can occur to the replacement Badgers and the owners' personal property.
24 Accordingly, recovery by Plaintiffs and Class Members is not restricted to the promises in any
25 written Warranty, and they seek all remedies that may be allowed under law.
26
27
28

1 253. Any purported limitation on liability included as a part of the Warranty does not meet
2 the requirements of such disclaimers under California law because it is discretely and
3 inconspicuously placed in the middle of the ICU without distinction despite InSinkErator's choice
4 to use bold and capital letters throughout the Warranty, such that it would be unlikely to be seen by
5 consumers until well after purchasing the Badgers, if at all. Additionally, the ICU is a folded
6 document placed inside of a sealed box, requiring the consumer to unseal the box, find and remove
7 the ICU in order to read it.

9 254. The limitations also do not contain "as is" or "with all faults" as is required by
10 California laws the subject of this litigation.

11 255. Furthermore, the purported limitation fails to expressly mention merchantability or
12 implied warranties.

13 256. Additionally, the Warranty seeks to limit Plaintiffs and Class Members' rights to
14 seek incidental, special, indirect, and consequential damages, including any economic loss, whether
15 resulting from nonperformance, use, misuse or inability to use the Badger or InSinkErator's or its
16 authorized service representative's negligence. Further, the Warranty seeks to limit liability for
17 damages caused by delay in performance and restrict, regardless of the form of the claim or cause
18 of action (whether based in contract, infringement, negligence, strict liability, other tort or
19 otherwise), InSinkErator's liability such that it will not exceed the price paid by the original owner
20 of the Badger. In essence, such limitations guarantee nothing about the performance of the Badgers.
21

22 257. Any efforts to limit the implied warranties in a manner that would exclude coverage
23 of the Defect is unconscionable, and any such efforts to disclaim, or otherwise limit, liability for the
24 Defect or the implied warranties is null and void.
25

26 **FED. R. CIV. P. 9(b) ALLEGATIONS**
27 **(Affirmative and By Omission)**
28

1 258. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n alleging fraud
2 or mistake, a party must state with particularity the circumstances constituting fraud or mistake.”
3 Although the Defendant is in the best position to know what content it placed on its website and in
4 marketing materials during the relevant timeframe, to the extent necessary, as detailed in the
5 paragraphs above and below, Plaintiffs have satisfied the requirements of Rule 9(b) by establishing
6 the following elements with sufficient particularity.
7

8 259. **WHO:** Defendant and its agents made material misrepresentations and/or omissions
9 of fact in its website representations, Warranty, owner’s manuals, ICUs, labeling, product packaging
10 and marketing, in response to Warranty claims and consumer complaints online, and through
11 authorized retailers of the Badgers as to demonstrate that the Badgers were not defective, used
12 galvanized steel for “Disposer Durability,”¹⁵³ were of high-quality, were “long-lasting” and/or
13 would last at least 6–8 years¹⁵⁴ with normal use, that discovered corrosion was just “cosmetic,”
14 would not impact the service life of the product, was just “discoloration,” would not impact the
15 “structural integrity” of the disposal, and that any leakage occurred due to installation or misuse.
16

17 260. **WHAT:** Defendant’s conduct was, and continues to be, fraudulent because it omitted
18 and concealed that the Badgers were defective, were not durable, would damage Plaintiffs and Class
19 Members, were not of high-quality, could not be repaired and could only be replaced with more
20 defective Badgers, and would fail prior to the design life, industry standards, InSinkErator’s
21 represented service life for the Badgers of 6-8 years, or consumers’ expected service life for garbage
22 disposals. Defendant’s employees and representatives made affirmative misrepresentations to
23 Plaintiffs and Class Members at the time of purchase regarding the same qualities, when consumers
24

25
26 ¹⁵³ *See id.*

27 ¹⁵⁴ *See* <https://insinkerator.emerson.com/en-us/insinkerator-products/garbaInSinkErator-disposals>
28 (last visited Mar. 14, 2023).

1 contacted Defendant to make warranty claims, and in responding to online consumer complaints.
2 Further, Defendant's conduct has the effect of deceiving Plaintiffs and Class Members into believing
3 that the Badgers are not defective, were "durable," had an effective Warranty, and that the Badgers
4 would not fail prematurely. Additionally, Defendant's representations to consumers during
5 warranty interactions that corrosion was cosmetic (i.e., discoloration) and would not affect the
6 service life or the structural integrity of the Badgers were uniform and misleading. Defendant knew
7 or should have known this information is material to reasonable consumers, including Plaintiffs and
8 Class Members, and would impact consumer choices regarding purchase and warranty, and yet it
9 omits a necessary warning that due to the galvanized steel construction the Badgers have the
10 propensity to fail, leak, and cause damage to other property, including flooring, cabinetry, and other
11 surrounding areas.
12

13
14 261. **WHEN:** Defendant made the material misrepresentations and/or omissions detailed
15 herein at the time: (1) Plaintiffs and Class Members performed research on the Badgers to gather
16 information that would aid them in selecting the best Badger to purchase; (2) Plaintiffs and Class
17 Members purchased the Badgers; (3) Plaintiffs and Class Members installed the Badgers; (4)
18 Plaintiffs and Class Members made warranty claims; (5) InSinkErator responded to consumer
19 complaints online; and (6) relevant hereto and continuously throughout the applicable Class period.
20

21 262. **WHERE:** Defendant's material misrepresentations and/or omissions were made on
22 its website, through marketing materials, in warranties, in user manuals, on the labeling of the
23 packaging and garbage disposals, in warranty text messages and phone calls, through employees,
24 and through authorized retailers.

25 263. **HOW:** Defendant made written misrepresentations and/or failed to disclose material
26 facts regarding the true risks of normal use of the Badgers.
27
28

264. **WHY:** Defendant engaged in the material misrepresentations and/or omissions detailed herein (*e.g.*, knowing and concealing knowledge of the Defect) for the express purpose of inducing Plaintiffs and other reasonable consumers to purchase and/or pay for the Badgers, to pay for out-of-warranty replacement Badgers, deterring consumers from understanding that galvanized steel would corrode, and avoiding covering resulting damage from the corrosion at issue. Defendant profited by selling the Badgers to many thousands of consumers.

265. **INJURY:** Plaintiffs and Class Members purchased the Badgers when they otherwise would not have absent Defendant's misrepresentations and/or omissions, and, alternatively, paid more for the Badgers than they would have absent Defendant's misrepresentations and/or omissions. Further, the Badgers resulted in out-of-pocket costs to replace the Badgers, as well as damage to other property resulting from the leaks.

CLASS ACTION ALLEGATIONS

266. Plaintiffs bring this lawsuit individually and as a class action on behalf of all others similarly situated pursuant to Rules 23(a), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

267. The Nationwide Class is defined as:

All persons in the United States and its territories who either (a) purchased a new InSinkErator-manufactured Badger garbage disposal manufactured on or after December 15, 2018 or the earliest time permitted by the statute of limitations ("Badgers" or "Class Badgers"), or (b) acquired a Badger as part of the purchase or remodel of a home, or (c) received as a gift, from a donor meeting those requirements, a new Badger not used by the donor or by anyone else after the donor purchased the Badger and before the donor gave the Badger to the Class Member.

268. The California Class is defined as:

All persons in the state of California who either (a) purchased a new InSinkErator-manufactured Badger garbage disposal manufactured on or after December 15, 2018 or the earliest time permitted by the statute of limitations ("Badgers" or "Class Badgers"), or (b) acquired a Badger as part of the purchase or remodel of a home, or

1 (c) received as a gift, from a donor meeting those requirements, a new Badger not
2 used by the donor or by anyone else after the donor purchased the Badger and before
the donor gave the Badger to the Class Member.

3 269. Excluded from the Classes are Defendant and its subsidiaries and affiliates,
4 Defendant's executives, board members, legal counsel, the judges and all other court personnel to
5 whom this case is assigned, and their immediate families.

6 270. Plaintiffs reserve the right to amend or modify the Class definitions after they have
7 had an opportunity to conduct discovery.

8 271. Numerosity: Fed. R. Civ. P. 23(a)(1). The Classes are so numerous that the joinder
9 of all Members is unfeasible and not practicable. While the precise number of Class Members has
10 not been determined at this time, Plaintiffs are informed and believe that thousands of consumers
11 have purchased the Class Badgers in California and nationwide.

12 272. Commonality: Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of law and
13 fact common to the Classes, which predominate over any questions affecting only individual Class
14 Members. These common questions of law and fact include, without limitation:
15

- 16 a. whether the Class Badgers are defective;
- 17 b. whether the Class Badgers suffer from inadequate material selection, design, and/or
18 manufacture;
- 19 c. whether the fact that the Class Badgers suffer from the Defect would be considered
20 material to a reasonable consumer;
- 21 d. whether InSinkErator knew or should have known about the Defect before, during,
22 or after distribution of the Badgers to Plaintiffs, Class Members, and/or retailers;
- 23 e. whether InSinkErator concealed from and/or failed to disclose to Plaintiffs and Class
24 Members the defective nature of the Badgers;
- 25 f. whether InSinkErator breached its Warranty with respect to the Class Badgers;
- 26 g. whether InSinkErator's Warranty is unconscionable;
- 27 h. whether InSinkErator had a duty to disclose the defective nature of the Class Badgers
28 to Plaintiffs and Class Members;

- i. whether InSinkErator made misleading statements to consumers to gain additional profits and deter any warranty or legal action;
- j. whether InSinkErator's conduct was unfair and/or deceptive;
- k. whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to a preliminary and/or permanent injunction; and
- l. in other ways to be supplemented as a result of discovery.

273. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiffs intends to prosecute this action vigorously.

274. Predominance and Superiority: Plaintiffs and Class Members have all suffered and will continue to suffer harm and damages as a result of InSinkErator's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of Class Members' individual claims, it is likely that few Class Members could afford to seek legal redress for InSinkErator's misconduct. Absent a class action, Class Members will continue to incur damages, and InSinkErator's misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

FIRST CAUSE OF ACTION
VIOLATIONS OF THE CALIFORNIA LEGAL REMEDIES ACT ("CLRA"),
CAL. CIVIL CODE § 1750, *ET SEQ.*
(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative, the California Class)

1 275. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
2 though fully set forth herein.

3 276. InSinkErator's conduct falls within the meaning of this statute because it caused
4 transactions resulting in the sale or lease of goods or services to consumers – namely, the sale of
5 defective Badgers. The Badgers are considered goods or services within the meaning of the statute
6 under Cal. Civil Code § 1761(a) and/or the sale of the Badgers is considered a service under Cal.
7 Civil Code § 1761(b). InSinkErator constitutes a “person” within the meaning of Cal. Civil Code §
8 1761(d).
9

10 277. Plaintiffs and Class Members are consumers pursuant to the statute.

11 278. InSinkErator violated the CLRA by way of the following provisions:

- 12 a. “Representing that goods ... have sponsorship, approval, characteristics, ingredients,
13 uses, benefits, or quantities that they do not have.” Civil Code § 1770(a)(5);
- 14 b. “Representing that goods ... are of a particular standard, quality, or grade, or that
15 goods are of a particular style or model, if they are of another.” Civil Code §
16 1770(a)(7);
- 17 c. “Advertising goods or services with intent not to sell them as advertised.” Civil Code
18 § 1770(a)(9);
- 19 d. “Representing that a transaction confers or involves rights, remedies, or obligations
20 that it does not have or involve, or that are prohibited by law.” Civil Code §
21 1770(a)(14);
- 22 e. “Representing that the subject of a transaction has been supplied in accordance with
23 a previous representation when it has not.” Civil Code § 1770(a)(16); and
- 24 f. “Inserting an unconscionable provision in the contract.” Civil Code § 1770(a)(19).

25 279. InSinkErator engaged in unfair competition or unfair or deceptive acts or practices
26 in violation of Cal. Civil Code §§ 1770(a)(5), (a)(7), (a)(9), (a)(14), (a)(16), and (a)(19) when it
27 manufactured, supplied, distributed, and/or sold Badgers which were advertised and/or warranted
28 as “durable” for proper and reliable for food waste disposal, and which otherwise concealed a known
Defect.

1 280. More specifically, InSinkErator misrepresented, *inter alia*, that the materials were
2 “durable” for a “long-lasting” garbage disposal, the Badgers were “free from defects in materials
3 and workmanship” for the Warranty Period, and that the expected service life is 6-8 years.¹⁵⁵

4 281. InSinkErator further misrepresented in its ICUs that corrosion is cosmetic, and will
5 not affect the durability or structural integrity of the Badgers.

6 282. InSinkErator omitted and concealed that the Badgers were defective, were not
7 durable and long-lasting, would damage Plaintiffs and Class Members, were not of high-quality,
8 could only be replaced with more defective Badgers, and have the propensity to fail, leak, and cause
9 damage to other property, including flooring, cabinetry, and other surrounding areas.

10 283. InSinkErator’s employees and representatives made affirmative misrepresentations
11 to Plaintiffs and Class Members at the time of purchase, when consumers contacted InSinkErator to
12 make Warranty claims, and in responding to online consumer complaints.

13 284. InSinkErator is aware and cognizant that its representations that the Badgers worked
14 properly are false and misleading.

15 285. Had Plaintiffs and the Class known of the Defect, they would not have paid—or
16 would have paid substantially less—for the Badgers at issue.

17 286. As a result of InSinkErator’s unlawful conduct, Plaintiffs and Class Members were
18 injured and suffered damages. Plaintiffs and Class Members are entitled to recover actual, punitive,
19 and statutory damages, as appropriate, injunctive relief and other equitable relief, including
20 restitution, as determined by the Court, pursuant to the CLRA.

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25 ¹⁵⁵ See <https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (last visited Aug. 23, 2023, later archived and available at
26 <https://web.archive.org/web/20230621223748/https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (last visited Oct. 13,
27 2025)); <https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/standard-series> (last visited Aug. 22, 2025).

1 287. InSinkErator was put on written notice for violation of claims for all putative Class
 2 Members on May 18, 2023 pursuant to notice provided on behalf of California consumers and
 3 consumers nationwide in *Miller et al. v. InSinkErator, LLC*, 1:23-cv-03797 (N.D. Ill. June 15, 2023)
 4 (Chang, J.).

5 288. Further written notice was provided to InSinkErator of its violations of the CLRA,
 6 in addition to breaches of warranties and violations of other consumer protection statutes on January
 7 16, 2025 and September 11, 2025.

8
 9 **SECOND CAUSE OF ACTION**
 10 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW (“UCL”),**
 11 **CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***
 12 **(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative, the**
 13 **California Class)**

14 289. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
 15 though fully set forth herein.

16 290. InSinkErator violated the UCL, pursuant to Cal. Bus. & Prof. Code § 17200, by
 17 engaging in “unfair competition” which is defined as “any unlawful, unfair, or fraudulent business
 18 practices [including] unfair, deceptive, untrue or misleading advertising.”

19 291. InSinkErator’s actions, as alleged herein, constitute fraudulent, unfair, deceptive, and
 20 unlawful business practices committed in violation of the UCL because it violated the CLRA, as
 21 described above.

22 292. All of the conduct and representations alleged herein occurred in the course of
 23 InSinkErator’s business and were part of a pattern or generalized course of illegal conduct.

24 293. InSinkErator’s conduct was fraudulent because InSinkErator failed to disclose the
 25 Defect associated with the Badgers. Specifically, InSinkErator concealed that the Badgers were
 26 defective, were not durable or long-lasting, would damage Plaintiffs and Class Members, were not
 27 high quality, could only be replaced with more defective Badgers, would fail prior to consumer
 28

1 expectations, industry standards, the Badgers' design life, or the 6–8 year service life of a garbage
2 disposal, that corrosion was not merely cosmetic and would affect the service life of the Badgers,
3 and that the Badgers had the propensity to fail, leak and cause damages to other property, including
4 flooring, cabinetry, and other surrounding areas.

5 294. InSinkErator's conduct was unfair because it was specifically designed to and did
6 induce Plaintiffs and Class Members to purchase the Badgers at issue. InSinkErator knew or should
7 have known it was omitting information that is material to reasonable consumers, including
8 Plaintiffs and Class Members, was in exclusive control of the material information, and omitting the
9 information impacts consumer choices regarding purchase and warranty, in particular because
10 InSinkErator knew the Badgers would not meet consumers' expectations, and yet it failed to
11 improve the Badger and continues to omit any warning that the Badgers have the propensity to fail,
12 leak, and cause damage to other property, including flooring, cabinetry, and other surrounding areas.
13

14 295. InSinkErator's conduct was deceptive because it was specifically designed to and did
15 induce Plaintiffs and Class Members to purchase the Badgers at issue despite knowing for over a
16 decade that they contained the Defect. Plaintiffs and Class Members had no reason to know that the
17 Badgers contained the Defect.
18

19 296. Plaintiffs and California Class Members reasonably and justifiably relied on
20 InSinkErator's conduct alleged herein. But for such conduct, Plaintiffs and Class Members would
21 not have purchased the Badgers at issue. Had InSinkErator taken corrective action, either in altering
22 the material selection of the Badgers or warning consumers about the Defect, Plaintiffs and Class
23 Members would have made different purchasing decisions.
24

25 297. Additionally, the Warranty limitations and failure to disclose the potential risk due
26 to the Defect is unfair in that they: (1) violate public policy as expressed in the California Consumer
27 Legal Remedies Act; (2) are immoral, unethical, oppressive, and unscrupulous and substantially
28

1 injurious to consumers; and (3) inflict injury on consumers which is not outweighed by any
 2 countervailing benefits to consumers or competition and the injury to consumers is one that
 3 consumers could have reasonably avoided.

4 298. As a result of InSinkErator's conduct, Plaintiffs and Class Members have suffered
 5 injury-in-fact, lost money, and potential damage to property, in that they have incurred actual costs
 6 to replace the Badgers upon manifestation of the Defect.

7 299. Plaintiffs and Class Members seek to recover from InSinkErator restitution of
 8 earnings, profits, compensation, and benefits obtained as a result of the practices that are illegal
 9 under the aforementioned statute.

11 **THIRD CAUSE OF ACTION**
 12 **VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISEMENT LAW ("FAL"),**
 13 **CAL. BUS. & PROF. CODE § 17500, *ET SEQ.***
 14 **(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative,**
 15 **California Class)**

16 300. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
 17 though fully set forth herein.

18 301. The conduct described herein took place within the state of California and constitutes
 19 deceptive or false advertising in violation of the FAL, Cal. Bus. & Prof. Code § 17500, *et seq.*

20 302. Pursuant to the FAL, "It is unlawful for any person, firm, corporation or association,
 21 or any employee thereof with intent directly or indirectly to dispose of real or personal property or
 22 to perform services" to disseminate any statement "which is untrue or misleading, and which is
 23 known, or which by the exercise of reasonable care should be known, to be untrue or misleading."
 24 Cal. Bus. & Prof. Code § 17500.

25 303. Defendant marketed, labeled, and represented the Badgers as merchantable and fit
 26 for the ordinary purposes for which they were used and sold and were not otherwise injurious to
 27 consumers and their property.

1 304. More specifically, InSinkErator misrepresented, *inter alia*, that the materials were
2 “durable” for a “long-lasting” garbage disposal, the Badgers were “free from defects in materials
3 and workmanship” for the Warranty Period, and that the expected service life is 6-8 years.¹⁵⁶

4 305. Additionally, InSinkErator misrepresented that corrosion was cosmetic, and would
5 not affect the durability or structural stability of the Badgers.
6

7 306. To the contrary, the Badgers contained the Defect at the time of purchase and no
8 reasonable consumer would believe that, in light of the Defect, that the Badgers were merchantable
9 or fit for the ordinary purpose for which they were used and sold or were not otherwise injurious to
10 consumers and their property through leakage under cabinetry, where Plaintiffs and Class Members
11 could not immediately identify the Defect or damage.

12 307. At the time of its misrepresentations, Defendant was either aware of the Defect or
13 was aware that it lacked the information and/or knowledge required to make such a representation
14 truthfully. Defendant concealed, omitted, and failed to disclose this information to Plaintiffs and
15 Class Members.
16

17 308. Defendant’s descriptions of the Badgers were false, misleading, and likely to deceive
18 Plaintiffs and other reasonable consumers into purchasing their Badgers, and further into not taking
19 additional warranty or legal action after making Warranty claims related to corrosion.
20

21 309. Defendant’s conduct therefore constitutes deceptive or misleading advertising.
22
23

24 ¹⁵⁶ See <https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (last visited Aug. 23, 2023, later archived and available at
25 <https://web.archive.org/web/20230621223748/https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (last visited Oct. 13, 2025));
26 <https://www.insinkerator.com/en-us/insinkerator-products/garbage-disposals/standard-series> (last visited Aug. 22, 2025).
27
28

1 310. Plaintiffs have standing to pursue claims under the FAL as Plaintiffs reviewed and
2 relied on Defendants' packaging, advertising, representations, and marketing materials regarding
3 the Badgers when selecting and purchasing the Badgers.

4 311. Plaintiff Cohen likewise made a Warranty claim by text message and was subject to
5 warranty misrepresentations at that time.

6 312. In reliance on the statements made in Defendant's advertising and marketing
7 materials and Defendant's omissions and concealment of material facts regarding the quality and
8 use of the Badgers, Plaintiffs and Class Members purchased the Badgers.

9 313. Had Defendant disclosed the true nature of the Badgers (that they contained the
10 Defect), Plaintiffs and Class Members would not have purchased the Badgers or would have paid
11 substantially less for them.

12 314. As a direct and proximate result of Defendant's actions, as set forth herein, Defendant
13 has ill-gotten gains and/or profits, including but not limited to money from Plaintiffs and Class
14 Members who paid for the Badgers, which contained the Defect.

15 315. Plaintiffs and Class Members seek injunctive relief, restitution, and disgorgement of
16 any monies wrongfully acquired or retained by Defendant and by means of its deceptive or
17 misleading representations, including monies already obtained from Plaintiffs and Class Members
18 as provided for by the FAL.

19
20
21
22 **FOURTH CAUSE OF ACTION**
23 **THE SONG-BEVERLY CONSUMER WARRANTY ACT**
24 **("Song-Beverly") (Implied Warranties),**
25 **CAL. CIVIL CODE § 1790, *ET SEQ.***
26 **(Plaintiffs Individually and on Behalf of the Nationwide Class and/or Multi-State Class, or in**
27 **the Alternative, the California Class)**

28 316. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
though fully set forth herein.

1 317. Plaintiffs, individually and on behalf of all persons similarly situated and the general
2 public, seek recovery for Defendant's breach of the implied warranty.

3 318. Under Song-Beverly, Cal. Civ. Code § 1792, *et seq.*, every sale of consumer goods
4 is accompanied by both a "manufacturer's and retailer's" implied warranty that the goods are
5 merchantable."

6 319. The Badgers and Badgers' parts contained therein are "consumer goods" within the
7 meaning of Cal. Civ. Code §1791(a).

8 320. Defendant is a "manufacturer" within the meaning of Cal. Civ. Code § 1791(j).

9 321. Plaintiffs and Class Members bought the Badgers at retail stores and online in the
10 State of California.

11 322. At the time of sale, and currently, Defendant is in the business of manufacturing and
12 selling the Badgers.

13 323. There is privity between Defendant, Plaintiffs and Class Members due to
14 Defendant's direct warranties, Plaintiffs and Class Members' direct dealings with Defendant's
15 authorized retailers, and/or because Plaintiffs and Class Members were intended third-party
16 beneficiaries of Defendant's implied warranties.

17 324. Defendant knew that the retailers to whom it sold the Badgers were not going to own
18 Badgers any longer than it took to sell them to Plaintiffs and Class Members. In other words, the
19 retailers were not the intended beneficiaries or users of the Badgers.

20 325. Defendant intended that its implied warranties that applied to the Badgers were for
21 the benefit of the Plaintiffs and Class Members.

22 326. Per Defendant's express warranty and its product marketing and literature, as
23 described herein, Defendant's authorized retailers are not the intended beneficiaries of its
24

1 warranties, express or implied, but rather Plaintiffs and Class Members are expressly intended as
2 the beneficiaries of Defendant's warranties.

3 327. By operation of law, Defendant impliedly warranted to Plaintiffs and Class Members
4 that the Badgers were of merchantable quality and fit for the ordinary purposes for which they are
5 intended and used. Defendant breached its implied warranties at the time of sale.
6

7 328. California Civil Code § 1791.1(a) provides that consumer goods must meet the
8 following requirements in order to fulfill the implied warranty of merchantability: "(1) Pass without
9 objection in the trade under the contract description; (2) Are fit for the ordinary purposes for which
10 such goods are used; (3) Are adequately contained, packaged, and labeled; and (4) Conform to the
11 promises or affirmations of fact made on the container or label."
12

13 329. The Badgers would not pass without objection in the plumbing and garbage disposal
14 trade because they share a common Defect, which causes premature failure and the possibility of
15 catastrophic water damage.

16 330. The Badgers are not fit for their ordinary purpose of providing a proper and reliable
17 method of disposing of food waste such that, *inter alia*, the Badgers contain a Defect preventing the
18 Badgers from reliably disposing of food waste through the garbage disposal because the Badgers
19 rust, corrode, and leak risking catastrophic property damage to cabinetry and flooring.
20

21 331. The Badgers are not adequately packaged or labeled because they do not disclose
22 that the Badgers will cease to grind and dispose food due to the Defect, will prematurely fail, and
23 pose a risk of catastrophic water damage.

24 332. The Badgers do not conform to the promises and affirmation that they are "Rugged
25 Galvanized Steel Construction (*For Disposer Durability*)" given that they will cease to grind and
26 dispose of food due to the Defect, will prematurely fail, and pose a risk of catastrophic water
27 damage.
28

1 333. Moreover, the Defect renders the Badgers below a minimal level of quality such that
2 the Badgers are not merchantable for each of the following bases: (1) galvanized steel is not suitable
3 for use in garbage disposals; (2) the risk of leaks is unreasonable; (3) corrosion is an inevitable result
4 of ordinary and normal use of the Badgers; (4) the Defect causes the Badgers to prematurely fail;
5 (5) the Defect causes material loss that undermines the grind performance of the Badgers; and (6)
6 the leak-protecting zinc layer is eliminated within a year.
7

8 334. Defendant knowingly and/or recklessly sold the Badgers with a Defect that made
9 them not fit for the ordinary purpose for which they were intended and used. As alleged herein,
10 Defendant possessed actual superior knowledge that the Badgers did not work as intended.
11 Defendant's waiver, disclaimer, and/or limits on implied warranties are unconscionable, illegal, and
12 unenforceable because Plaintiffs and Class Members had no meaningful choice in determining those
13 limitations and disclaimers; Defendant knew when it included waivers, disclaimers, and/or limits
14 on the implied warranties that the Defect would cause premature failure and the possibility of
15 catastrophic water damage; and in other ways described herein.
16

17 335. More specifically, Defendant's disclaimer and limitation of implied warranties under
18 Song-Beverly is invalid under California Civil Code §§ 1790.1, 1791.3, and 1792.3 because there
19 was no disclaimer or any language in the Badgers materials and warranty that provided or provides
20 that the Badgers were being sold "as is" or "with all faults."
21

22 336. To the extent that Defendant may now claim that it excluded or modified the implied
23 warranties under the California Uniform Commercial Code, such waiver is invalid because it was
24 not conspicuous as required by the California Uniform Commercial Code § 2316(2), and as more
25 fully described herein.
26
27
28

1 337. Plaintiffs and Class Members were not made aware of any waiver of implied
2 warranties at the time of their purchases of the Badgers. ICUs are packed inside sealed Badger boxes
3 and are not provided to Plaintiffs and Class Members until after their purchases of the Badgers.

4 338. There was no posting of any warranty disclaimers on the Badgers, and there was no
5 mention of any warranty disclaimer at the time of Plaintiffs and Class Members' purchases.

6 339. Plaintiffs were not provided the option to purchase additional warranty coverage
7 from Defendant at the time of purchase.

8 340. Plaintiffs are informed and believe Defendant does not provide the option to obtain
9 additional warranty coverage outside of the limitations in the original warranty provided by
10 Defendant.

11 341. Extended warranties offered for sale by retailers do not contain coverage for the
12 implied warranties of merchantability or fitness of the Badgers for a particular purchase from
13 Defendant.

14 342. Further, Defendant does not provide express warranty coverage for repair or
15 replacement of the Badgers for the Defect and related damage.

16 343. InSinkErator's failure to adequately repair or replace the defective Badgers has
17 caused the warranty to fail of its essential purpose.

18 344. InSinkErator was put on written notice for violation of claims for all putative Class
19 Members on May 18, 2023 pursuant to notice provided on behalf of California consumers and
20 consumers nationwide in *Miller et al. v. InSinkErator, LLC*, 1:23-cv-03797 (N.D. Ill. June 15, 2023)
21 (Chang, J.). Further written notice was provided to InSinkErator for violation of claims for all
22 putative Class Members on January 16, 2025 and September 11, 2025.

23 345. Plaintiffs provided InSinkErator notice of its breach on November 5, 2024, January
24 16, 2025, and September 11, 2025 prior to the filing of this Complaint.

1 346. Moreover, InSinkErator was put on constructive notice about its breach through its
2 review of consumer complaints, as evidenced by its responses thereto, and other reports described
3 herein, and, upon information and belief, through product testing and knowledge of appropriate
4 material selection such as the stainless steel used for the Shredder Assembly components.

5 347. Had Plaintiffs, Class Members, and the consuming public known that the Badgers
6 were defective or would cause damage, they would not have purchased the Badgers or would have
7 paid less for them.

8 348. As a direct and proximate result of the foregoing, Plaintiffs and the Class Members
9 suffered, and continue to suffer, financial damage and injury, and are entitled to all damages, in
10 addition to costs, interest and fees, including attorneys' fees, rescission, and other relief as is deemed
11 appropriate by law.
12

13 349. Plaintiffs and Class Members also seek punitive damages since Defendant acted with
14 malice, oppression and fraud in performing the conduct set forth above.
15

16 **FIFTH CAUSE OF ACTION**
17 **BREACH OF IMPLIED WARRANTY**
18 **PURSUANT TO THE UNIFORM COMMERCIAL CODE,**
19 **CAL. COM. CODE § 2314, *ET SEQ.***
20 **(Plaintiffs Individually and on Behalf of the Nationwide Class and/or Multi-State Class, or in**
21 **the Alternative, the California Class)**

22 350. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
23 though fully set forth herein.

24 351. InSinkErator is and was at all relevant times a merchant with respect to the Badgers,
25 and is the manufacturer, distributor, warrantor, and/or seller of the Badgers. InSinkErator knew or
26 had reason to know of the specific use for which the Badgers, as goods, were purchased.

27 352. The Class Badgers are and were at all relevant times a "good."
28

1 353. InSinkErator entered into agreements with retailers, suppliers, contractors, and/or
2 Plaintiffs and Class Members to provide the Badger garbage disposals for installation in the homes
3 of Plaintiffs and Class Members.

4 354. Every sale of consumer goods is accompanied by a manufacturer's implied warranty
5 that the goods are merchantable within the meaning of Cal. Com. Code § 2314.
6

7 355. InSinkErator provided Plaintiffs and Class Members with implied warranties that the
8 Badgers (a) would pass without objection in trade under contract description; (b) were of fair and
9 average quality within the description; (c) were fit for the ordinary purposes for which such goods
10 were used; (d) ran, within the variations permitted by agreement, of even kind, quality and quantity
11 within each unit and among all units involved; (e) were adequately contained, packaged, and labeled
12 as the agreement may require; and (f) conformed to the promises or affirmations of fact made on
13 the container or label if any.
14

15 356. However, the Badgers are not fit for their ordinary purpose of providing a proper and
16 reliable method of disposing of food waste such that, *inter alia*, the Badgers contain a Defect
17 preventing the Badgers from reliably disposing of food waste through the garbage disposal because
18 the Badgers rust, corrode, and leak risking catastrophic property damage to cabinetry and flooring.
19 Therefore, the Badgers are not fit for their ordinary purpose of properly and reliably disposing of
20 food waste.
21

22 357. Likewise, InSinkErator knew the identity, purpose, and requirements of the Badgers
23 as operational garbage disposals that would properly and reliably dispose of food waste such that
24 they would not corrode through foreseeable water use or otherwise rust, corrode, prematurely fail,
25 and leak.

26 358. Moreover, the Defect renders the Badgers below a minimal level of quality such that
27 the Badgers are not merchantable on the basis that: (1) galvanized steel is not suitable for use in
28

1 garbage disposals; (2) the risk of leaks is unreasonable; (3) corrosion is an inevitable result of
 2 ordinary and normal use of the Badgers; (4) the Defect causes the Badgers to prematurely fail; (5)
 3 the Defect causes material loss that undermines the grind performance of the Badgers; and (6) the
 4 leak-protecting zinc layer is eliminated within a year.

5 359. Plaintiffs and Class Members have had sufficient direct dealings with either
 6 InSinkErator or one of its retailers to establish privity of contract between InSinkErator, on the one
 7 hand, and Plaintiffs and each Class Member, on the other hand.

8 360. Although Plaintiffs did not purchase the Badgers directly from InSinkErator, they
 9 had sufficiently direct dealings by basing their eventual purchases on InSinkErator’s specifications,
 10 representations regarding the quality and durability of the Badgers, and in InSinkErator’s Warranty
 11 directly benefiting Plaintiffs and Class Members.
 12

13 361. Additionally, Plaintiffs and Class Members were obvious third-party beneficiaries
 14 by the language of the Warranty, including that the warranty is provided to “the original *consumer*
 15 *owner* of the InSinkErator product,” as well as “any subsequent *owner of the resident in which the*
 16 *Product was originally installed.*”¹⁵⁷
 17

18 362. Similarly, other InSinkErator materials also indicate that Plaintiffs and Class
 19 Members were the intended third-party beneficiaries of the Badgers at issue, including through
 20 language in specification sheets that indicate the consumer is the actual user of the garbage disposals
 21 (e.g. “*We Come To You*” [In-Home Limited Warranty]; “[B]y using your disposal regularly, you
 22 can help divert food waste.”).¹⁵⁸
 23

24 _____
 25 ¹⁵⁷ See <https://www.insinkerator.com/documents/badger-1-warranty-en-us-120998.pdf> (last
 26 accessed Oct. 13, 2025).

27 ¹⁵⁸ See <https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf> (last visited Aug. 23, 2023, later archived and available at
 28

1 363. Notwithstanding, privity is not required because Plaintiffs and each of the Class
2 Members are the intended beneficiaries of InSinkErator's warranties and its sale through retailers.
3 The retailers were not intended to be the ultimate consumers of the Badgers and have no rights under
4 the warranties provided by InSinkErator. InSinkErator's warranties were designed for and intended
5 to benefit the consumer only and Plaintiffs and Class Members were the intended beneficiaries of
6 the Badgers.
7

8 364. More specifically, InSinkErator's manifest intent that its warranties apply to
9 Plaintiffs and consumer Class Members as third-party beneficiaries, is evident from the statements
10 contained in its product literature, including its Warranty, which specifically states the Badgers are
11 to be used for residential use and the Warranty provides "in home" repair or replacement service.
12 Likewise, it was reasonably foreseeable that Plaintiffs and consumer Class Members would be the
13 intended beneficiaries of the products and warranties.
14

15 365. InSinkErator impliedly warranted that the Badgers were of merchantable quality and
16 fit for such use. These implied warranties included, among other things: (i) a warranty that the
17 Badgers manufactured, supplied, distributed, and/or sold by InSinkErator were proper and reliable
18 for food waste disposal under the sink and through the plumbing system; and (ii) a warranty that the
19 Badgers would be fit for their intended use while the Badgers were being operated.
20

21 366. Contrary to the applicable implied warranties, the Badgers, at the time of sale and
22 thereafter, were not fit for their ordinary and intended purpose of providing Plaintiffs and Class
23 Members with reliable and durable methods of food waste disposal. Instead, the Badgers suffer from
24 a defective design and/or manufacture, as alleged herein.
25
26

27 [https://web.archive.org/web/20230621223748/https://insinkerator.emerson.com/documents/badIn](https://web.archive.org/web/20230621223748/https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf)
28 [SinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf](https://web.archive.org/web/20230621223748/https://insinkerator.emerson.com/documents/badInSinkEratorr-1-garbaInSinkErator-disposal-specifications-en-us-6320196.pdf) (last visited Oct. 13, 2025)).

(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative, the California Class)

374. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as though fully set forth herein.

375. The MMCPWA, 15 U.S.C. § 2301, *et seq.*, provides a private right of action to purchasers of consumer products against retailers who, *inter alia*, fail to comply with the terms of a written warranty, express warranty, and/or implied warranty.

376. As demonstrated above, Defendant has failed to comply with the terms of its implied warranties on the Badgers that it manufactured, advertised, marketed, and/or sold.

377. The Badgers are “consumer products” as defined in 15 U.S.C. § 2301(1).

378. Plaintiffs and Class Members are “consumers” as defined in 15 U.S.C. § 2301(3), and utilized the Badgers for personal and household use and not for resale or commercial purposes.

379. Defendant is a “supplier” and “warrantor” as defined in 15 U.S.C. §§ 2301(4) and (5).

380. Defendant provided Plaintiffs and Class Members with “written warranties” within the meaning of 15 U.S.C. § 2301(6).

381. The Badgers would not pass without objection in the plumbing and garbage disposal trade because they share a common Defect, which causes premature failure and the possibility of catastrophic water damage.

382. The Badgers are not fit for their ordinary purpose of providing a proper and reliable method of disposing of food waste such that, *inter alia*, the Badgers contain a Defect preventing the Badgers from reliably disposing of food waste through the garbage disposal because the Badgers rust, corrode, and leak risking catastrophic property damage to cabinetry and flooring..

1 383. The Badgers are not adequately packaged or labeled because they do not disclose
2 that the Badgers will cease to grind and dispose food due to the Defect, will prematurely fail, and
3 pose a risk of catastrophic water damage.

4 384. The Badgers do not conform to the promises and affirmation that they are “Rugged
5 Galvanized Steel Construction (*For Disposer Durability*” given that they will cease to grind and
6 dispose of food due to the Defect, will prematurely fail, and pose a risk of catastrophic water
7 damage.

8
9 385. Moreover, the Defect renders the Badgers below a minimal level of quality such that
10 the Badgers are not merchantable for each of the following bases: (1) galvanized steel is not suitable
11 for use in garbage disposals; (2) the risk of leaks is unreasonable; (3) corrosion is an inevitable result
12 of ordinary and normal use of the Badgers; (4) the Defect causes the Badgers to prematurely fail;
13 (5) the Defect causes material loss that undermines the grind performance of the Badgers; and (6)
14 the leak-protecting zinc layer is eliminated within a year.

15
16 386. The Badgers share a common Defect, as defined and described herein, but is not
17 covered by the express warranty, is not acknowledged or disclosed to Plaintiffs and Class Members,
18 is concealed by Defendant when Plaintiffs and Class Members make warranty claims, and is a risk
19 of premature failure and catastrophic water damage.

20
21 387. Defendant’s conduct as described herein, including its refusal to replace the Badgers
22 or disclose the Defect within a reasonable time, is a failure to comply with its obligations under its
23 implied promises and warranties.

24 388. Plaintiffs and Class Members fulfilled their obligations under the implied warranties.

25 389. There is privity between Defendant, Plaintiffs and Class Members by Defendant’s
26 direct warranties and/or because Plaintiffs and Class members were intended third-party
27 beneficiaries of Defendant’s implied warranties.
28

1 390. As a direct and proximate result of Defendant's breach of its implied warranties,
2 Defendant has violated the statutory rights of Plaintiffs and Class Members pursuant to MMCPWA,
3 thereby damaging Plaintiffs and Class Members in amounts to be proven at trial.

4 391. InSinkErator was put on written notice for violation of claims for all putative Class
5 Members on May 18, 2023 pursuant to notice provided on behalf of California consumers and
6 consumers nationwide in *Miller et al. v. InSinkErator, LLC*, 1:23-cv-03797 (N.D. Ill. June 15, 2023)
7 (Chang, J.). Further written notice was provided to InSinkErator for violation of claims for all
8 putative Class Members on January 16, 2025 and September 11, 2025.

9 392. Plaintiffs provided InSinkErator notice of its breach on November 5, 2024 January
10 16, 2025, and September 11, 2025 prior to the filing of this Complaint.

11 393. Moreover, InSinkErator was put on constructive notice about its breach through its
12 review of consumer complaints, as evidenced by its responses thereto, and other reports described
13 herein, and, upon information and belief, through product testing and knowledge of appropriate
14 material selection such as the stainless steel used for the Shredder Assembly components.

15
16
17 **SEVENTH CAUSE OF ACTION**
18 **FRAUDULENT CONCEALMENT**
19 **(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative, the**
20 **California Class)**

21 394. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
22 though fully set forth herein.

23 395. InSinkErator knew that the Badgers were defective in material selection, design and
24 manufacture, were not fit for their ordinary and intended use, and failed to perform in accordance
25 with advertisements, marketing materials and warranties disseminated by InSinkErator, and with
26 the reasonable expectations of ordinary consumers.

27 396. InSinkErator fraudulently concealed from and/or intentionally failed to disclose to
28 Plaintiffs and the Class that the Badgers are defective, are not "durable" or "long-lasting," would

1 prematurely fail, and that the damages were not the result of consumer usage, mishandling or
2 installation errors.

3 397. InSinkErator had exclusive knowledge and/or control of the defective nature of the
4 Badgers at the time of sale and at all other relevant times. The Defect is latent and not something
5 that Plaintiffs or Class Members, in the exercise of reasonable diligence, could have discovered
6 independently prior to purchase.

7
8 398. InSinkErator had the capacity to, and did, deceive Plaintiffs and Class Members into
9 believing that they were purchasing Badgers free from defects. InSinkErator repeatedly told
10 Plaintiffs and Class Members that the Defect was merely cosmetic.

11 399. InSinkErator undertook active and ongoing steps to conceal the Defect. Plaintiffs are
12 not aware of anything in InSinkErator's advertising, publicity, or marketing materials that disclosed
13 the truth about the Defect, despite InSinkErator's awareness of the problem for decades.

14
15 400. The facts concealed and/or not disclosed by InSinkErator to Plaintiffs and Class
16 Members are material in that a reasonable person would have considered them important in deciding
17 whether to purchase (or to pay the same price for) the Badgers.

18 401. InSinkErator intentionally concealed and/or failed to disclose material factors for the
19 purpose of inducing Plaintiffs and the Class Members to act thereon.

20
21 402. InSinkErator exercised control over the material facts, including the presence of the
22 Defect, such that they were not readily available to Plaintiffs and the Class Members.

23 403. Plaintiffs and Class Members justifiably acted or relied upon the concealed and/or
24 nondisclosed facts to their detriment, as evidenced by their purchase of the Badgers.

25 404. Plaintiffs and Class Members suffered a loss of money in an amount to be proven at
26 trial, *inter alia*, as a result of InSinkErator's fraudulent concealment and nondisclosure because: (a)
27 they would not have purchased the Badgers on the same terms if the true facts concerning the
28

1 defective Badgers had been known; (b) they would not have paid a price premium for the Badgers
2 if they knew of the Defect and that the Badgers were likely to fail prematurely and cause damage;
3 and (c) the Badgers did not perform as promised or as expected.

4 405. Had Plaintiffs, Class Members, and the consuming public known that the Badgers
5 were defective or would cause damage, they would not have purchased the Badgers or would have
6 paid less for them.

7 406. By reason of the foregoing, Plaintiffs and Class Members suffered, and continue to
8 suffer damage and injury.

9
10 **EIGHTH CLAIM FOR RELIEF**
11 **(IN THE ALTERNATIVE)**

12 **BREACH OF CONTRACT/BREACH OF COMMON LAW WARRANTY**
13 **(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative, the**
14 **California Class)**

15 407. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as
16 though fully set forth herein.

17 408. To the extent InSinkErator's commitment is deemed not to be a warranty under the
18 Uniform Commercial Code, Plaintiffs plead in the alternative under common law warranty and
19 contract law.

20 409. Plaintiffs and Class Members purchased the Badgers from InSinkErator or through
21 retailers such as Home Depot, Lowe's, Amazon, and other home good stores and authorized
22 retailers.

23 410. InSinkErator expressly warranted that the Badgers were fit for their intended purpose
24 and that they were free of defects in materials, durable for garbage disposers, should last 6–8 years
25 under normal, foreseeable use, and suitable for proper and reliable disposing of food waste under a
26 sink and through plumbing.

1 411. These warranties and other representations made by InSinkErator formed a contract
2 between Plaintiffs, Class Members and InSinkErator.

3 412. InSinkErator made the foregoing express representations and warranties to all
4 consumers, which became the basis of the bargain between Plaintiffs, Class Members, and
5 InSinkErator on its website, through marketing materials, in its Warranty, in user manuals, on the
6 labeling of the packaging and product, in warranty text messages, through employees, and through
7 authorized retailers.
8

9 413. InSinkErator breached the warranties and/or contract obligations by placing the
10 defective Badgers into the stream of commerce and selling them to consumers, when it knew the
11 Badgers contained the Defect, were prone to premature failure, and did not properly and reliably
12 dispose of food waste. These deficiencies substantially and/or completely impair the use and value
13 of the Badgers, and cause damage outside of the Badgers to cabinetry and flooring.
14

15 414. The deficiencies described existed when the Badgers left InSinkErator's possession
16 or control and were sold to Plaintiffs and Class Members. The deficiencies and impairment of the
17 use and value of the Badgers were not discoverable by Plaintiffs or Class Members at the time of
18 the purchase of the Badgers.

19 415. Plaintiffs and Class Members relied on InSinkErator's express representations and
20 warranties in purchasing the Badgers.
21

22 416. As a direct and proximate cause of InSinkErator's breach of contract, Plaintiffs and
23 Class Members were harmed because they would not have purchased the Badgers if they knew the
24 truth about the defective condition of the Badgers.

25 417. As a direct and proximate result of the foregoing, Plaintiffs and the Class Members
26 suffered, and continue to suffer, financial damage and injury, and are entitled to all damages, in
27 addition to costs, interest and fees, including attorneys' fees, as allowed by law.
28

NINTH CLAIM FOR RELIEF
(IN THE ALTERNATIVE)
UNJUST ENRICHMENT

(Plaintiffs Individually and on Behalf of the Nationwide Class or, in the Alternative, the California Class)

418. Plaintiffs hereby adopt and incorporate by reference all foregoing allegations as though fully set forth herein.

419. This alternative claim is asserted on behalf of Plaintiffs and Class Members to the extent there is any determination that any contracts between Plaintiffs, Class Members and InSinkErator do not govern the subject matter of the disputes with InSinkErator, or that Plaintiffs do not have standing to assert any contractual claims against InSinkErator.

420. Plaintiffs and Class Members conferred a monetary benefit on InSinkErator, and InSinkErator had knowledge of this benefit. The average price paid by Plaintiffs and Class Members for the Badgers was more than \$100.00.

421. Given the reusable mount for replacement disposals, Plaintiffs and Class Members replaced defective Badgers with more defective Badgers, paying out of pocket the full price of the Badger again and prior to the expected service life.

422. Plaintiffs and Class Members purchased Badgers on the belief that they were purchasing a reliable disposer of food waste. However, the Badgers were not a reliable disposer of food waste such that, *inter alia*, the Badgers contain a Defect preventing the Badgers from reliably disposing of food waste through the garbage disposal because the Badgers rust, corrode, and leak risking catastrophic property damage to cabinetry and flooring.

423. InSinkErator omitted and concealed that the Badgers were defective, were not durable or long-lasting, would damage Plaintiffs and Class Members, were not of high-quality, could only be replaced with more defective Badgers, and would fail prematurely.

424. Plaintiffs and Class Members had no reason to know that the Badgers were defective.

1 F. Award Plaintiffs and the Class Members pre-judgment and post-judgment interest at
2 the highest legal rate to the extent provided by law; and

3 G. Award such further relief as the Court deems appropriate.

4 **JURY DEMAND**

5 Plaintiffs demand a trial by jury.

6 DATED: December 16, 2025

Respectfully submitted,

7 /s/ Alex R. Straus

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24 **Application for Admission Pro Hac Vice*
25 *forthcoming*

26 *Attorneys for Plaintiff and Proposed Classes*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [InSinkErator Garbage Disposals Made With Corrosion-Prone Materials, Class Action Lawsuit Claims](#)
