

**THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

GERALD YAFCHAK, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAC POWER SYSTEMS INC.;
including other affiliated entities and
individuals,

Defendant.

Civil Action No. 26-5559

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Gerald Yafchak (Plaintiff), individually and on behalf of all others similarly situated, by and through his attorneys, alleges the following based on personal knowledge as to his own acts and based upon the investigation conducted by their counsel as to all other allegations:

NATURE OF THE CASE

1. This class action seeks damages and equitable relief arising from Generac Power Systems Inc.'s ("Generac" or "Defendant") false and misleading representations regarding the safety of their portable generators (collectively, "Products").
2. Defendant manufactures and/or imports, markets, and distributes residential and industrial generators under the Generac brand name.
3. Accordingly, Defendant is responsible for the design, manufacture, marketing, and sale of the Products at issue.
4. On its website, Generac presents itself as "the #1 manufacturer of home backup generators" and "the first to engineer affordable home standby generators, along with the first

engine developed specifically for the rigors of generator use”.¹ On the Generac website, Defendant touts “we protect the things that power your life by providing quality, affordable power solutions” and that its residential standby generators are “designed for durability and efficiency.”²

5. Defendant represented that the Products were safe and reliable, despite being aware that design and manufacturing defects rendered them hazardous.

6. As a direct result of these misrepresentations, Plaintiff and Class Members purchased defective Products that failed to perform as advertised and posed a substantial risk of serious injury.

7. Indeed, the Products contain an identical dangerous defect. Specifically, the Products’ generator leaks fuel, posing a serious risk of injury or death from fire and burn hazard. (the “Defect”).³

8. Defendant has been aware of the Defect, which is dangerous, having received 114 reports of generator fuel leaks.⁴

9. On April 16, 2026, the U.S. Consumer Product Safety Commission (“CPSC”) announced a nationwide recall of Generac portable generators sold at Home Depot, Lowe’s and other home improvement and hardware stores and online between May 2025 and February 2026 (the “Recall”).⁵

10. In addition to the Recall, consumers have been instructed to “immediately stop using” the Products.

11. As shown on their website, Defendant represented which products were affected by the recall⁶:

¹ <https://www.generac.com/about/> (last accessed May 7, 2026)

² Id.

³ <https://www.generac.com/about/recalls/portable-generator-fuel-leak/?id=M-00000152&dealer=True&catagories=4#top> (last accessed May 7, 2026)

⁴ <https://www.cpsc.gov/Recalls/2026/Generac-Power-Systems-Portable-Generators-Due-to-Risk-of-Serious-Injury-or-Death-from-Burn-and-Fire-Hazards> (last accessed May 7, 2026)

⁵ Id.

⁶ <https://www.generac.com/about/recalls/portable-generator-fuel-leak/?id=M-00000152&dealer=True&catagories=4#top> (last accessed May 8, 2026)



Recalled Generac Portable Generator GP8000E, model G0077150



Recalled Generac Portable Generator GP6700E DF, model G0080620



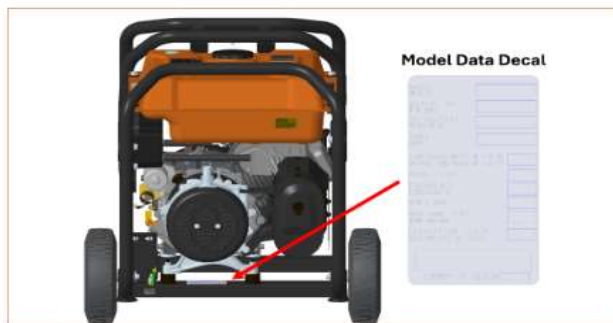
Recalled Generac Portable Generator GP6500E DF, model G0081530



Recalled Generac Portable Generator GP6500, model G0076802



Recalled Model and Serial Number Location– models G0077210, G0081550, G0081530, G0080620, G0080630



Recalled Model and Serial Number Location – models G0076802, G0076722, G0077130, G0077150, G0076754, G

12. Consumers who purchased the Products learned through the Recall notice that the Products posed a serious safety hazard requiring significant corrective action.

13. Defendant refuses to provide refunds for their defective Products. Instead, consumers' only option is to attempt to locate a Generac dealer somewhere and arrange for a free repair which requires owners to invest substantial time, effort and travel. These corrective measures impose considerable burdens on consumers and result in meaningful expenses.d

14. The Recall also is inconsistent with general industry practices because Defendant failed to offer refunds as an alternative to repairs when their products are recalled. This option incentivizes consumers to surrender their dangerous products pursuant to the Recall, thereby getting more of the dangerous products out of circulation. Defendant has decided not to follow prevailing industry standards. Instead, Defendant implemented a half-hearted Recall that allows them to say they are doing the right thing, while protecting their bottom line.

15. Based upon the foregoing, and by selling dangerously defective Products, Defendant has violated the Uniform Commercial Code's "(UCC)" warranty provisions, violated consumer protection statutes, have been negligent, and have been unjustly enriched.

16. As a result of the foregoing, Plaintiff and the Class Members have suffered damages.

JURISDICTION AND VENUE

17. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d) because (1) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are members of the proposed Class who are diverse from Defendant (including Plaintiff), and (4) there are more than 100 proposed Class members.

18. This Court has personal jurisdiction over Defendant because Defendant has purposefully availed itself to the law, rights, and benefits of the State of Illinois.

19. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 (a)(1) because many Class Members reside in the Northern District of Illinois, and throughout the state of Illinois. Moreover, a substantial part of the events or omissions giving rise to the Classes' claims occurred in this district.

PARTIES

20. Plaintiff is a resident and citizen of Stephenson County, Illinois.

21. Defendant Generac is a Wisconsin Corporation with headquarters and a registered address located at S45 W29290 Hwy. 59, Waukesha, Wisconsin, 53189.

FACTUAL ALLEGATIONS

22. On or about April 18, 2026, Plaintiff paid \$1143.11 to purchase the Generac PowerRush™ GP8000E generator (Model No. G0077150; serial no. 3016783785) at a Menards store in Freeport, Illinois.

23. At all times relevant to the issues alleged in this Complaint, Defendant was engaged in the business of designing, manufacturing, importing, marketing, labeling, distributing, selling,

and/or introducing into interstate commerce the Generac portable generators, including the Products.

24. The Products were marketed as engineered and developed specifically for the rigors of generator use, and as “The #1 Name in Home Backup Generators”.⁷

25. Defendant authored and/or approved the information that appears in the Owner’s Guide for the Products and on the labels and packaging of the Products.

26. At all relevant times, Defendant has marketed its Products in a consistent and uniform manner.

27. Defendant provides a three-year limited warranty on the Products, which cover any “defects in material and workmanship”.⁸

28. Based upon the foregoing, Plaintiff considered Generac a reputable brand with a strong reputation for producing safe, reliable products and that this generator would be no different.

29. Until this Recall, Plaintiff has never been informed of any recalls, defects, or potential hazards related to her purchase.

30. Defendant manufactured and sold the Products as portable generators, and implied that they were suitable for that purpose. However, Defendant failed to disclose that the Products were defective and leaked fuel from the carburetor, posing an unreasonable risk of serious injury or death. The risk associated with the Products was beyond any reasonable or nominal risk that might be associated with generators generally.

31. Defendant made partial representations to Plaintiff and Class Members, while suppressing the Defect. Specifically, by displaying the Products and describing their functions and parts, Defendant implied that the Products were suitable and reasonably safe to use as portable generators, without disclosing that they had a critical safety-related defect.

⁷ <https://generac.com/about/>

⁸ <https://www.generac.com/globalassets/products/residential/portable-generators/warranty/7675-gp8000e-consense-portable-generator-warranty.pdf>

32. Plaintiff and Class members would not have bought the Products, or would not have bought them on the same terms, if the Defect had been disclosed. The materiality of the Defect also is demonstrated by the existence of the Recall.

33. On April 16, 2026, Plaintiff along with other consumers of Defendant's Products were notified by CPSC of the Recall and the affected Products.

34. As a part of the Recall, CSPC urged consumers of the affected Products to stop using them immediately and to contact "your dealer" to arrange for a free repair at the dealer's location."

35. Consumers who purchased the Products learned through the Recall notice that the Products posed a serious and undisclosed safety hazard. Rather than providing a simple remedy, Defendant placed the burden on consumers to arrange, schedule and travel to undertake significant corrective measures.

36. The steps required by Defendant impose considerable inconvenience and additional costs on Plaintiff and Class Members, costs that would not have been incurred had the Products been safe and as represented at the time of sale.

37. Because the Products failed to perform as advertised and fell far short of the reasonable expectations of consumers, Plaintiff and Class Members suffered damages.

38. Although the repair is offered at no charge, consumers are required to verify the Product's model and serial number, locate and contact an authorized dealer, schedule a time for the repair and arrange for transportation of the generator⁹ to and from the dealer at specified times. The repair process itself imposes substantial burdens, as Plaintiffs and Class Members must arrange and likely pay to transport the generators to and from dealers – wherever they may be located. These corrective measures require significant time and effort and often result in out-of-pocket costs such as potential labor and transportation costs for consumers unable to transport a 200-plus pound generator to and from a dealer.

⁹ Shipping weight of Plaintiff's unit was listed on the Generac specifications sheet as 220 lbs. O

39. Consumers, including Plaintiff, reasonably relied on Defendant's representations that the Products were safe and able to be used for their intended purpose, and that they included basic safety features that an ordinary consumer would expect to accompany any residential generator. Defendant misrepresented, concealed, and otherwise omitted material facts that would have been important to Plaintiff and Class Members in deciding whether to purchase the Products. Defendant intended to, and did, deceive reasonable consumers, including Plaintiff and Class Members. Accordingly, Plaintiff and Class Members: (a) reasonably relied upon Defendant's misrepresentations and concealment of these material facts and (b) suffered monetary injury as a proximate result of that justifiable reliance.

40. Defendant's deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions. Indeed, the Defect (a) can cause serious injury and (b), as conceded by Defendant, renders the Products unsuitable for one of their primary features: safely generating and providing electricity.

41. Plaintiff and the Class Members paid money for the Products, but Plaintiff and the Class Members did not obtain the full value of the advertised/warranted Products due to Defendant's misrepresentations and omissions. Had Plaintiff and Class Members known the truth about the Products, i.e., that they had a serious safety defect, Plaintiff and Class Members would not have purchased them at the price at which they bought the Products. Consequently, Plaintiff and the Class Members have suffered injury in fact and lost money as a result of Defendants' wrongful conduct.

42. At all relevant times, Defendant, while concealing the Defect, actively and intentionally misrepresented the qualities and characteristics of the Products. Accordingly, Plaintiff's and Class Members' lack of awareness was not attributable to a lack of diligence on their part.

43. Defendant misrepresented the Products and concealed the Defect to: (a) sell more units of Products, (b) avoid the costs of a recall, and (c) delay Plaintiff and Class Members from suing.

44. Due to Defendant's intentional misrepresentations and active concealment of and/or failure to inform Plaintiff and Class Members of the Defect, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled. Furthermore, Defendant's intentional misrepresentations and active concealment stop them from relying on any statutes of limitations.

45. Moreover, Plaintiff and Class Members did not discover that the Products had a Defect, until Defendant recalled the Products. Plaintiff and Class Members had no realistic ability to uncover the Products' Defect given that it involved a defect in workmanship, parts or materials in the Products. Defendant's active concealment of the true nature of the Products hampered Plaintiff and Class Members' ability to discover their causes of action.

46. The Recall does not render this lawsuit moot because it does not provide all of the same relief available in this lawsuit.

47. First, no refunds are provided, and as a result, this class action seeks monetary relief that the Recall does not provide.

48. Moreover, the Recall was only briefly publicized and in a very limited manner. Therefore, on information and belief, many eligible class members remain unaware of it, and the response rate has been low. The amount and reach of the publicity concerning the notice of Recall was not comparable to the typical notice provided in a class action.

CLASS ACTION ALLEGATIONS

49. Plaintiff, individually and on behalf of all others similarly situated, brings this class action pursuant to Fed. R. Civ. P. 23.

50. The proposed Class is defined as follows:

Nationwide Class: All persons within the United States who purchased Defendants' recalled portable generators sold between May 2025 and February 2026.

Illinois Subclass: All persons within the state of Illinois who purchased Defendant's recalled electric generators sold at Home Depot and Direct Tools Factory between May 2025 and February 2026.

51. Plaintiff reserves the right to modify, change, or expand the definitions of the proposed Classes based upon discovery and further investigation.

52. *Numerosity:* The proposed Class is so numerous that joinder of all members is impracticable. CSPC reports indicate that the number of Defendant's products subject to the Recall sold in the United States is approximately 149,900, and though the number of individuals who qualify as class members is likely to approach this figure, the exact number is unknown to Plaintiffs. For example, some class members may have purchased more than one of Defendant's Products. Nevertheless, the precise number of class members can be readily identified through Defendant's records.

53. *Commonality:* Questions of law or fact common to the Class include, without limitation:

- a. Whether the Products in question were defective;
- b. Whether the defective nature of the Products would be considered material;
- c. Whether the defective nature of the Products constitute an unreasonable safety risk;
- d. Whether Defendant knew or should have known about the defective nature of the Products;
- e. Whether Defendant had a duty to disclose, prior to purchase, the defective nature of the Products to consumers;
- f. Whether the defective nature of the products has decreased the value of the Products;
- g. Whether Defendant's conduct constitutes an unlawful breach of the implied warranty of merchantability;
- h. Whether Defendant's conduct constitutes an unlawful breach of express warranties;
- i. Whether Defendant fraudulently omitted material information in its interactions with consumers;
- j. Whether Defendant was unjustly enriched; and

- k. Whether Plaintiff and Class members are entitled to damages and/or other monetary relief.

54. *Typicality*: The claims or defenses of Plaintiff are typical of the claims or defenses of the Class. Class members were injured and suffered damages in substantially the same manner as Plaintiff, Class members have the same claims against Defendant relating to the same course of conduct, and Class members are entitled to relief under the same legal theories asserted by Plaintiff.

55. *Adequacy*: Plaintiff will fairly and adequately protect the interests of the proposed Class and has no interests antagonistic to those of the proposed Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions.

56. *Predominance*: Questions of law or fact common to proposed Class members predominate over any questions affecting only individual members. Common questions such as whether Defendant owed a duty to Plaintiff and the Class and whether Defendant breached its duties predominate over individual questions such as measurement of economic damages.

57. *Superiority*: A class action is superior to other available methods for the fair and efficient adjudication of these claims because individual joinder of the claims of the Class is impracticable. Many members of the Class are without the financial resources necessary to pursue this matter. Even if some members of the Class could afford to litigate their claims separately, such a result would be unduly burdensome to the courts in which the individualized cases would proceed. Individual litigation increases the time and expense of resolving a common dispute concerning Defendant's actions toward an entire group of individuals. Class action procedures allow for far fewer management difficulties in matters of this type and provide the unique benefits of unitary adjudication, economies of scale, and comprehensive supervision over the entire controversy by a single judge in a single court.

58. *Manageability*: Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

59. The Class may be certified pursuant to Rule 23(b)(2) because Defendants have acted on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

60. The Class may also be certified pursuant to Rule 23(b)(3) because questions of law and fact common to the Class will predominate over questions affecting individual members, and a class action is superior to other methods for fairly and efficiently adjudicating the controversy and causes of action described in this Complaint.

61. Particular issues under Rule 23(c)(4) are appropriate for certification because such claims present particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein.

CAUSES OF ACTION

COUNT I

Violation of Wisconsin's Deception Trade Practices Act

WIS. STAT. § 100.18(1)

(On behalf of the Nationwide Class)

62. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

63. Defendant engaged in false, deceptive and misleading advertising in violation of Wisconsin's Deceptive Trade Practices Act ("DTPA") as detailed above.

64. Plaintiff and the other Nationwide Class Members reasonably relied upon Defendant's representations that the Products were free from defects.

65. Defendant's violation of the DTPA caused Plaintiff and the other Class members to suffer pecuniary loss. Specifically, Defendant's false, deceptive and misleading advertising caused consumers to purchase Defendant's Products at a price premium believing they were safe and defect free when, in fact, they were not.

66. Because Defendant's advertising program was devised, implemented and directed from Defendant's headquarters in Wisconsin, the DTPA applies to a Class of purchasers of Defendant's Products, both within and outside of Wisconsin, who have been harmed as a result.

Moreover, Wisconsin has a substantial interest in preventing false, deceptive and misleading practices within the State which may have an effect both in Wisconsin and throughout the rest of the country.

67. Under the DTPA, Plaintiff Yafchak and the Nationwide Class seek all available remedies, including damages, injunctive relief, restitution, attorney's fees and costs

COUNT II

Violations of the Illinois Consumer Fraud and Deceptive Trade Practices Act 815 ILCS 505/1, *et seq.* ("IFCA") (on behalf of Plaintiff, individually, and the Illinois subclass)

68. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

69. Defendant is a "person" engaged in "trade or commerce" within the meaning of 815 ILCS 505/1(c), (f).

70. Plaintiff and the Illinois Class Members are "persons" and "consumers" under 815 ILCS 505/1(c), (e).

71. The IFCA prohibits engaging in any "unfair or deceptive acts or practices...in the conduct of any trade or commerce...." *See*, IFCA, 815 ILCS 505/2.

72. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use or employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act. *See* 815 ILCS 505/2.

73. Plaintiff and the other Illinois Class Members reasonably relied upon Defendant's representations that the Products were free from defects.

74. Defendant's conduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in trade and commerce, violating 815 ICFA 505/1, *et seq.*

75. Defendant violated the ICFA by representing that the Products have characteristics or benefits that they do not have. *See* 815 ILCS 505/2; 815 ILCS 510/2(7).

76. Defendant did not intend to sell the products as advertised, in violation of 815 ILCS 505/2 and 815 ILCS 510/2(9).

77. Defendant engaged in fraudulent and/or deceptive conduct that creates a likelihood of confusion or misunderstanding in violation of 815 ILCS 505/2; 815 ILCS § 510/2(3).

78. Defendant's deceptive and unfair conduct occurred primarily and substantially in Illinois because:

- (a) Defendant marketed, promoted, and sold the Products to Illinois consumers;
- (b) Plaintiff Yafchak purchased and used the Product in Illinois;
- (c) the economic injury was suffered in Illinois; and
- (d) the same misrepresentations and omissions were disseminated uniformly to Illinois consumers.

79. Defendant's conduct violates the fundamental Illinois public policy of preventing concealed safety hazards in consumer products.

80. Defendant violated the ICFA by representing that the Products were safe, suitable for household use and free of material defects, while concealing the known overheating hazard created by the Defect.

81. Defendant's omissions were material because the Defect presented a serious injury safety risk to users and third parties and rendered the Products unfit for their ordinary purpose. No reasonable consumer would purchase a portable generator with a carburater that might leak fuel and cause a fire or explode, causing serious injuries or death.

82. Prior to selling the Products, Defendant knew or should have known of the Defect, based on reported incidents, warranty claims, engineering evaluations, and internal safety data. Despite this knowledge, Defendant failed to warn consumers or redesign the Products.

83. Defendant's concealment and misrepresentations were likely to, and did, deceive Plaintiff Yafchak and Illinois Class Members. Plaintiff Yafchak and the Illinois Class Members reasonably relied on Defendant's concealment and misrepresentations.

84. Defendant's conduct, including manufacturing, marketing and selling the defective Products, and the delayed, ineffective and inadequate Recall, constitutes deceptive and unfair business practices under 815 ILCS 505/2 and under the incorporated provisions of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2.

85. As a direct and proximate result of Defendant's unfair and deceptive acts and omissions, Plaintiff Yafchak and Illinois Class Members suffered ascertainable economic losses, including:

- (a) overpayment for unsafe and unmerchantable Products;
- (b) loss of the benefit of their bargain; and
- (c) diminished or zero product value due to the Defect and inadequate recall remedy.

86. Had Plaintiff Yafchak and Illinois Class Members known the Products contained a concealed fuel leak hazard, they would not have purchased them or would have paid materially less.

87. Although the Recall confirmed the existence of the Defect, Defendant has provided no monetary relief to Illinois consumers and continue to deny refunds or replacements.

88. Defendant's conduct was intentional, malicious, and demonstrated a reckless disregard for consumer safety, warranting statutory and punitive damages.

89. Under 815 ILCS 505/10a, Plaintiff Yafchak and the Illinois Class seek all available remedies, including actual damages, statutory damages, punitive damages, injunctive relief, restitution, attorney's fees and costs.

COUNT III

**Negligence
(On behalf of Plaintiff Nationwide Class, or alternatively,
the Illinois Subclass)**

90. Plaintiff repeats and re-allege the allegations above as if set forth herein.

91. At all times relevant, Defendant had a duty to provide Plaintiff and the other members of the Class with safe Products.

92. Defendant breached this duty by failing to ensure the safety of its Products.

93. As a result of the Recall, Plaintiff and the other Class Members were harmed in that they suffered economic injury and lost the benefit of the bargain relating to their purchase price of Defendant's Products.

94. Defendant's breach of their duty caused Plaintiff and the other Class Members damages both proximately and factually.

95. Had Defendant properly designed and manufactured the generator, and properly examined and tested their Products prior to sale, Plaintiff and the other Class Members would not have been injured and/or damaged as they would not have purchased unsafe products.

96. As a direct and proximate result of Defendant's conduct, Plaintiff and Class Members have been injured and sustained damages.

COUNT V

**Unjust Enrichment
(On behalf of Plaintiff Nationwide Class, or alternatively,
the Illinois Subclass)**

97. Plaintiff repeats and re-allege the allegations above as if set forth herein.

98. Defendant represented to Plaintiff and Class members that their Products were reliable, merchantable, and in good repair.

99. The defect caused the Products to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

100. Defendant knew or should have known that their Products could not conform to their representations because of the defect.

101. Defendant misrepresented, concealed, and omitted material information concerning the defect.

102. The Defect and the facts misrepresented, concealed, and omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Products.

103. Defendant misrepresented, concealed, and omitted material information concerning the Defect in order to induce Plaintiff and Class Members to purchase their Products at a substantially higher price than what they would otherwise have paid.

104. Plaintiff and Class Members reasonably and justifiably relied on Defendant's representations and advertisements when purchasing their Products.

105. Plaintiff and Class Members would not have purchased the Products if they knew of the Defect, or they would have only paid substantially less.

106. Plaintiffs and Class Members conferred substantial benefits on Defendant by purchasing defective Products at a premium without receiving a product that conformed to Defendant's representations.

107. Defendant knowingly and willingly accepted and enjoyed these benefits.

108. Defendant's retention of these benefits would be inequitable because Defendant obtained benefits to the detriment of Plaintiff and Class Members when Plaintiff and Class Members did not obtain their promised benefits.

109. As a direct and proximate result of Defendant's conduct, Plaintiff and Class Members are entitled to restitution.

DEMANDS FOR RELIEF

130. Plaintiff demands a trial by jury on all issues.

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action and for judgment to be entered, against Defendant, by an order that does the following:

- (a) certifies the proposed Class and subclasses;
- (b) designates Plaintiff as the class representative, designates the undersigned as class counsel, and requires Defendants to bear the costs of class notice;
- (c) enjoins Defendant from selling the Products until: either (a) they can be safely used as generators that meet industry standards or (b) full disclosure of the failure to meet industry standards appears on all packaging;
- (d) requires Defendant to engage in: (a) a corrective advertising campaign and (b) any further necessary affirmative injunctive relief, such as recalling the existing Products;
- (e) awards: (i) declaratory relief, and any further retrospective or prospective injunctive relief permitted by law or equity, including enjoining Defendant from continuing the unlawful practices alleged herein and (ii) injunctive relief to remedy Defendant's past conduct;
- (f) requires Defendant to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be: (i) an unlawful, unfair, or fraudulent business act or practice; (ii) untrue or misleading advertising; or (iii) a violation of law, plus pre-judgment and post-judgement interest thereon;
- (g) requires Defendant to disgorge or return all moneys, revenues, and profits obtained by means of any wrongful or unlawful act or practice;

- (h) requires Defendant to pay all actual and statutory damages, permitted under the counts alleged herein, in an amount to be determined by this Court, but at least \$5,000,000;
- (i) requires Defendant to pay punitive damages on any count so allowable;
- (j) awards attorneys' fees and costs to Plaintiff and the Classes; and
- (k) provides for all other just, proper relief.

Dated: May 13, 2026

Respectfully submitted,

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Counsel for Plaintiff and the Proposed Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Generac Hit with Class Action Lawsuit Over Portable Generator Fuel Leaks, Fire Risk](#)
