UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMANDA MARBLE and KELSEY REIMER, individually and on behalf of all others similarly situated, Plaintiffs, v. HALO INNOVATIONS, INC. Defendant.	CASE NO. **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiffs Amanda Marble and Kelsey Reimer ("Plaintiffs"), individually and on behalf of all others similarly situated, bring this Class Action Complaint against Defendant HALO® Innovations, Inc. ("HALO" or "Defendant") and allege the following based on personal knowledge as to themselves, and as to all other matters, upon information and belief, including investigation conducted by their attorneys.

NATURE OF THE ACTION

1. HALO, the self-proclaimed "Safe Sleep Expert,"[1] designs, manufactures, distributes, and sells the BassiNest Flex ("BassiNest Flex" or "Product"), a dangerously defective bedside bassinet sold for use as an infant sleeper.

2. The BassiNest Flex, pictured below, is falsely advertised as a "flexible *safe* sleep solution" and "*safe* sleep space*"* for the youngest babies up to 5 months old or 20 pounds.[2]

[1] *Safe Sleep Mission*, HALOSLEEP.COM, https://www.halosleep.com/safe-sleep-mission (last visited December 20, 2023).
[2] *BassiNest Flex,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).

3

3. HALO's multi-channel brand marketing campaign, which includes its trademarked slogans, "The Safer Way To Sleep" [4] and "Back is Best,"[5] emphasizes its purported commitment to safe infant sleep and reinforces these safety representations, (collectively the "Safe Sleep Marketing").

HALO®
the safer way to sleep®

6

4. In fact, HALO built its entire brand around safe infant sleep to effectively persuade parents and caregivers into trusting HALO and to drive demand for its infant sleep products.

---

[3] *Id.*
[4] THE SAFER WAY TO SLEEP, Registration No. 3302138, https://tsdr.uspto.gov/#caseNumber=78875709&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch (last visited December 20, 2023).
[5] BACK IS BEST, Registration No. 3518407, https://tsdr.uspto.gov/#caseNumber=78892941&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch (last visited December 20, 2023).
[6] *Halo Joins First Candle's Safe Sleep Guardian Program,* FIRSTCANDLE, September 26, 2018 https://firstcandle.org/halo-joins-safe-sleep-guardian-program/ (last visited December 20, 2023).

5. HALO knows that the safety of infants during sleep is paramount for parents due to the known risks of suffocation or Sudden Infant Death Syndrome (SIDS).

6. HALO's "Back Is Best," campaign directly addresses those concerns, advocating for putting babies to sleep on their backs to reduce those risks, as recommended by the American Academy of Pediatrics ("AAP").[7]

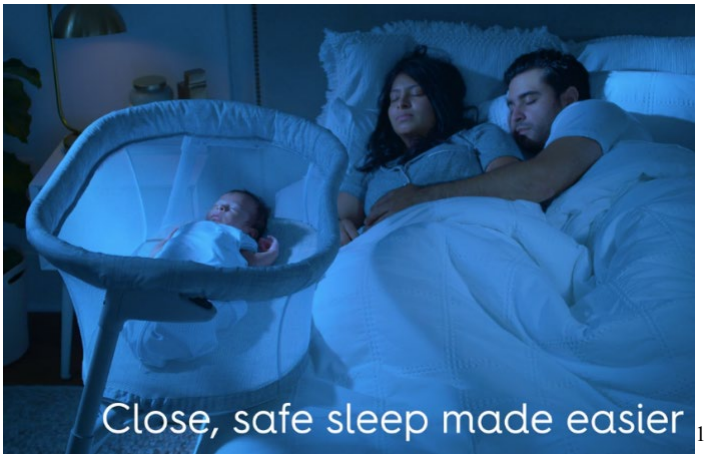
7. HALO has gone so far as to trademark its slogan, "Back Is Best," in 2007 and has been prominently displaying it on many of its products since at least 2009.

[8]

8. As depicted below, on the HALO website, the BassiNest Flex is advertised as a *safe* sleeper with a level sleeping surface or bed, ("Sleeping Surface"), in line with the AAP recommendation that "all babies sleep on their back, on a *flat*, firm, separate sleep surface,"[9] and the recommendation of the National Institutes of Health that parents and caregivers can "reduce

[7] The APP recommends that caregivers "[p]lace infants on their backs for sleep." *See Safe Sleep*, *AAP.ORG,* https://www.aap.org/en/patient-care/safe-sleep/ (last visited December 20, 2023).
[8] *Swaddle Micro-fleece,* HALOSLEEP.COM, https://www.halosleep.com/halo-sleepsack-swaddle-micro-fleece-blue-swad-mf-blue (last visited December 20, 2023).
[9] *Tips for Keeping Infants Safe During Sleep From the American Academy of Pediatrics*, NEWS ROOM, AAP.ORG, (February 19, 2020), https://www.aap.org/en/news-room/news-releases/aap/2020/tips-for-keeping-infants-safe-during-sleep-from-the-american-academy-of-pediatrics/#:~:text=AAP%20recommends%20all%20babies%20sleep%20on%20their%20back%2C,free%20of%20blankets%2C%20bumpers%2C%20toys%20or%20other%20objects (last visited December 20, 2023).

[their] baby's risk of SIDS and other sleep-related causes of infant death" by using a "firm, *flat, and level" sleep surface*."[10]



[11]

9. However, in reality, and as shown in the below image posted to Amazon on April 23, 2023, the Sleeping Surface of the BassiNest Flex is noticeably tilted when in use.[12]

[10] *What Does A Safe Sleep Environment Look Like?* U.S. DEPT. OF HEALTH AND HUMAN SERVICES, NATIONAL INSTITUTES OF HEALTH, (August 2022) NIH Pub. No. 22-HD-5759, https://safetosleep.nichd.nih.gov/resources/caregivers/environment/look (last visited December 20, 2023).
[11] *Halo Baby Flex BassiNest,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).
[12] *HALO BassiNest Flex,* AMAZON.COM, https://www.amazon.com/gp/customer-reviews/R1BIDFODFQHNWV/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B09LFFZLRG (last visited December 20, 2023).

10. Over 100 consumers have reported the tilt, (the "Tilt Hazard") either directly to HALO or to its retailers. Many purchasers have also complained of instances where their infants rolled from their backs to their sides and/or stomachs before developmentally appropriate.

11. As shown in the below Amazon post from June 22, 2022, the Tilt Hazard has caused babies to roll from the center of the Sleeping Surface to the sidewall, and end up with their faces pressed up against the mesh[13]:

[13] *HALO BassiNest Flex,* AMAZON.COM, https://www.amazon.com/gp/customer-reviews/R1WX8ZM1ZLLFV3?ref=pf_vv_at_pdctrvw_srp (last visited December 20, 2023).

12. Although HALO promotes "Back Is Best" and further instructs purchasers of the BassiNest Flex to "[a]lways place your baby on their back for sleep,"[14] the Product's tilted Sleeping Surface prevents consumers from following HALO's Back Is Best recommendation and results in infants rolling from the back sleeping position to their sides or stomachs, and even into the side of the bassinet.

13. Despite well-established industry knowledge, HALO's safety representations about the Product, pervasive "Back is Best" campaign, and specific instructions to place infants on their backs to sleep when using the Product, the defective design of BassiNest Flex and resulting tilt of the Sleeping Surface makes following these requisite safety precautions impossible.

14. The multitude of consumer reviews detailing experiences with the Tilt Hazard as well as extensive testing and investigation by Plaintiffs' consulting experts have revealed that the BassiNest Flex suffers from an inadequate support structure with a cantilever design, which fails

[14] *BassiNest Flex Details*, HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).

to hold and maintain an appropriately level or flat Sleeping Surface that is safe and within the industry standards, (the "Defect").

14. As more fully described below in "*Plaintiffs' Expert Investigation and Identification of the Defect Preventing Babies From Safely Sleeping On Their Back*" section *infra* at paragraph 86, the dangerously tilted Sleeping Surface of the BassiNest Flex is due to its cantilever design, which causes inadequate support strength. A cantilever is a rigid structural element that extends horizontally and is supported at only one end, which has been recognized by the child products industry, including the Consumer Products Safety Commission ("CPSC"), as problematic and potentially dangerous.[15]

15. Specifically, the BassiNest Flex only has two support legs, (the "Legs"), affixed to the edge of one side of the Sleeping Surface. As shown below, the Product does not have any additional support in the middle or the other side nor are the two Legs connected to each other below the Sleeping Surface.

[15] CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, CPSC.gov, https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS (last visited December 20, 2023).

16. Plaintiffs consulting expert's testing and investigation has shown that the BassiNest Flex's cantilever support structure is unable to maintain an appropriately level or flat Sleeping Surface. Thus, the Product fails to effectively and safely support an infant laying inside.

17. All BassiNest Flexes suffer from this uniform Defect, which, unknown to consumers but known to HALO, exists at the point of purchase and poses an unreasonable safety hazard to infants.

18. Alternative designs, including the use of additional support legs (i.e. eliminating the problematic cantilever design), alternative leg to bed connection placement, and connection of the legs below the Sleeping Surface were available to HALO but not utilized.

19. Upon information and belief, since at least November 9, 2021,[16] HALO has sold thousands of Products to consumers who reasonably relied on HALO's specific safety representations about the BassiNest Flex as well as HALO's Safe Sleep Marketing.

20. The Product is sold on HALO's website, HALOsleep.com as well as major online retailers' websites including Amazon.com, Wayfair.com, and BabyList.com. The BassiNest Flex is also sold in brick and motor stores such as buybuyBABY, Walmart, Target, Pottery Barn Kids, Nordstrom, Bloomingdales, and Bed Bath & Beyond.

21. According to the packaging on the Product, it is made in Ningbo, China.

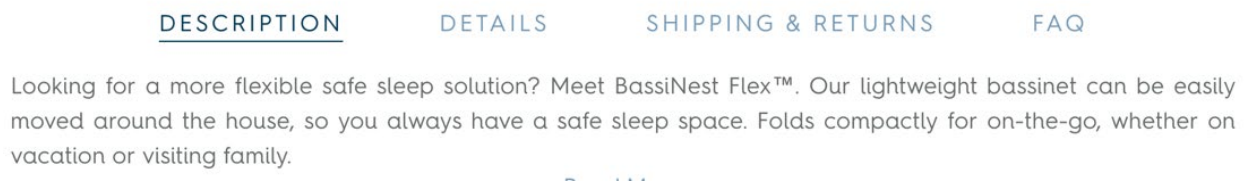
22. The base retail pricing of the BassiNest Flex ranges from $89.99 to $99.99. [17]

[16] *HALO BassiNest Flex*, AMAZON.COM, https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG?th=1 (last visited December 20, 2023).
[17] *BassiNest Flex,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023); see also *Halo Baby Flex BassiNest, Adjustable Travel Bassinet, Easy Folding, Lightweight with Mattress and Carrying Bag*, AMAZON.COM, https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG (last visited December 20, 2023).

23. The BassiNest Flex is more expensive than competing mobile infant sleepers.[18] Given the price point of the Product, HALO's reputation, and HALO's representations regarding the safety of the Product, Plaintiffs and Class Members expected the BassiNest Flex to be reliable, safe, and suitable for infants sleeping on their backs.

24. Plaintiffs and Class Members who experienced the Defect repeatedly put HALO on notice of the Defect and resulting Tilt Hazard, but HALO nevertheless continues to sell its defective and unsafe BassiNest Flex and fails to disclose the Defect or safety hazards to consumers.

25. HALO also continues to misrepresent the Product as a "safe sleep solution" and "safe sleep space" directly on its website, as shown in the below screenshot of the "Description" of the BassiNest Flex. [19]



26. HALO has been aware of the Defect since at least February 2022 when consumers began posting various similar complaints on the websites of HALO's verified retailers describing the Tilt Hazard.

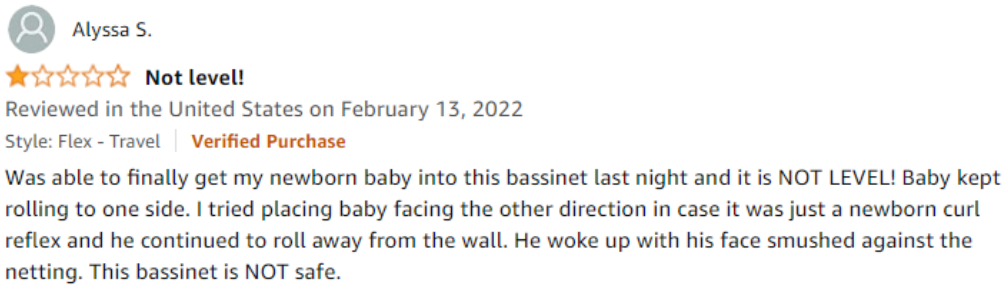
27. As early as February 13, 2022, a consumer review on Amazon.com titled, "Not level!" reported the Tilt Hazard and infant rolling.[20]

---

[18] For example, the following infant bassinets advertised as primary and/or portal infant sleepers are all priced well below $89.99: Dream On Me Karley Bassinet sold at Target for $59.99; Cosco Sleep Spot Bassinet sold for $49.89 at Walmart; Dream On Me Poppy Traveler Portable Bassinet sold on Amazon.com for $69.99.

[19] *BassiNest Flex,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).

[20] *HALO BassiNest Flex Customer Review,* AMAZON.COM, https://www.amazon.com/gp/customer-reviews/RGWN15LZVTJG9/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B09LFFZLRG (last visited December 20, 2023).


Alyssa S.

Not level!

Reviewed in the United States on February 13, 2022

Style: Flex - Travel | Verified Purchase

Was able to finally get my newborn baby into this bassinet last night and it is NOT LEVEL! Baby kept rolling to one side. I tried placing baby facing the other direction in case it was just a newborn curl reflex and he continued to roll away from the wall. He woke up with his face smushed against the netting. This bassinet is NOT safe.

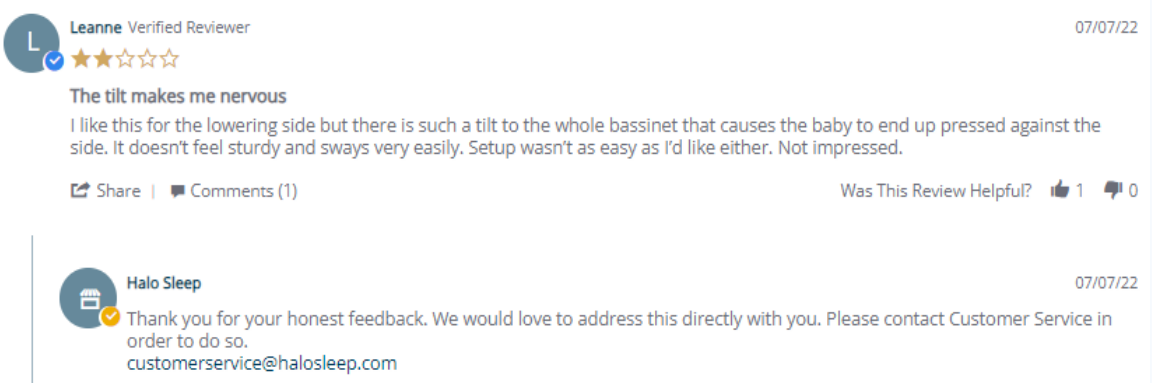
28. HALO has even responded to consumer reviews reporting the Tilt Hazard and infants rolling into the mesh on several occasions. In these responses, HALO largely thanks the consumer for the "honest feedback" and suggests contacting customer service.

29. In a consumer review titled "SIDS risk" posted on June 20, 2022, on Walmart.com, a purchaser reported that their infant "would wind up stuck on her side with her face pressed against the mesh lining" and the Product is "NOT level."[21] The consumer even stated that the infant "rolled completely over into her face."[22] In HALO's response, the company apologized for "any distress" caused by her experience with the BassiNest Flex, claimed that "[s]afe sleep is [HALO's] number 1 mission," and suggested contacting customer service as shown in the below screenshot.

[21] *HALO BassiNest Flex Customer Review,* WALMART.COM, https://www.walmart.com/reviews/product/881191673?filter=1&page=2 (last visited December 20, 2023).
[22] *Id.*

[23]

30. On July 7, 2022, on its own website, HALO responded to a consumer review called "the tilt makes me nervous," in which a parent describes her baby "end[ing] up pressed against the side," by thanking her for the "honest feedback" and suggesting she email customer service.[24]



[25]

[23] *Id.*
[24] *HALO BassiNest Flex Customer Review,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).
[25] *Id.*

31. Again, on September 7, 2022, HALO responded to yet another consumer review detailing the tilt and stating that her baby's "face was smashed into the side netting, she was fighting the uneven surface."[26] However, this consumer had already attempted to contact customer service. She reported receiving no response. HALO responded to this review by sending her an email and asking her to respond "to discuss further" as shown below.

27

32. Just two days later, on September 9, 2022, HALO responded to a consumer review titled "Tilts."[28] This reviewer stated that they found their baby "pressed up against the mesh" and contacted customer service, which sent a replacement. However, the replacement failed to correct the issue as the purchaser reported the same safety issues in the replacement. In response, HALO thanked her for her "honest feedback" and stated that "[b]oth your conversation with customer service and this review have been shared with the *larger team*."

[26] *Id.*
[27] *Id.*
[28] *Id.*

[29]

33. In addition to reporting the dangerous Tilt Hazard directly to HALO, consumers have also reported the tilt and risk of rolling to the CPSC.

34. In the below incident reported on April 22, 2022, the purchaser described their experience with the Tilt Hazard.[30] Just as the consumer referenced directly above, this purchaser stated that they received a replacement Product but experienced the same Tilt Hazard.

[29] *Id.*
[30] *Incident Report Details,* SAFERPRODUCTS.GOV, https://www.saferproducts.gov/PublicSearch/Detail?ReportId=3766490 (last visited December 20, 2023).

Incident Details

Incident Description: I purchased the Halo Bassinest Flex sleeper for my newborn. This bassinest is rated for infants up to 20lbs or 5 months of age. For the first 2 months, my child slept in the certified infant insert for the bassinest. We noticed a major problem after our baby grew out of the insert. Once we removed the insert, we noticed that our baby would be wedged against the side wall fabric of the bassinest when we would wake up. At first, we thought that maybe it was just due to normal movement during the night. This was not the case and it continued to get worse. I was concerned enough while looking at the bassinest that I tested the product using a level. The feet of the bassinest were on level ground as confirmed by the level. That was not the case when I placed the level in the bottom of the sleeping surface of the bassinest. Even with no weight in the bassinest, it was significantly unleveled and angled downward away from the frame (the side our baby was constantly pressed against). Our baby was 2 months old and less than 10 lbs, less that half of the rated weight/age. We contacted Halo customer support and relayed this information. We were told to 'discard the defective product as soon as the replacement arrived.' Within 2 weeks of using the replacement Flex bassinest, the same exact issue occurred. Without weight in the bassinest, there was a significant tilt to the bottom of the sleeping space. During use of the second bassinest flex, our baby was around 3 months old and just over 10 lbs. Again, not anywhere close to the rated weight/age for the product. We contacted Halo again about the replacement also being defective. There are also multiple reviews across shopping platforms ([REDACTED] and halo) that also state the same issue with their bassinest. Luckily for us, we were able to stop using the product before any injuries occurred to our baby. There is definite risk of suffocation, due to the fact that our baby was pressed up against the side wall fabric or into the corner between the sidewall and base of the sleeping space. It was also possible that they could have suffered from a fall since their weight was pressed against sidewall mesh fabric that likely is not intended to support the entire weight of a baby.

Incident Date: 4/22/2022

Incident Location: Home/Apartment/Condominium

35. These complaints are just snapshots of a substantial collection of customer complaints about the Defect and resulting Tilt Hazard posted on HALO's website and the websites of other retailers such as Amazon, Walmart, and Target.

36. Despite HALO's knowledge of the Defect, it has failed to remedy the Defect or make any effort to redesign the BassiNest Flex to conform to HALO's representations about its safety. Further, HALO has failed to warn consumers of the Defect and the associated risks to their infants.

37. Instead of fixing the dangerous Defect and/or warning purchasers about it, HALO continues to manufacture, market, and sell the BassiNest Flex as a *safe* infant sleeping product.

38. Consequently, as a result of HALO's failure to acknowledge and inform consumers of the dangerous Defect, consumers are unwittingly placing their infant children in a dangerous bassinet with serious sleeping safety risks, all while having paid a premium for doing so.

39. HALO's conduct is particularly egregious considering that it has received numerous complaints about the Defect and Tilt Hazard but has not altered its design or communicated the risk to consumers.

40. HALO's conduct is deceptive, unfair, and unconscionable.

41. HALO specifically warrants in its limited, one-year warranty ("Warranty"), that the BassiNest Flex is "free from defects in material or workmanship for a period of one (1) year from the date of original purchase."[31]

42. However, as described herein, the BassiNest Flex contains a uniform Defect prior to and at the time of purchase, which causes the BassiNest Flex to commonly and consistently fail in its primary purpose.

43. Upon information and belief, when consumers make warranty claims related to the BassiNest Flex's Tilt Hazard, the claims are improperly handled, including HALO replacing the defective BassiNest Flex with another defective BassiNest Flex.

44. Prior to purchasing the BassiNest Flex, Plaintiffs and other Class Members did not know that the BassiNest Flex had the Defect that, contrary to its "safe sleep" claims, would lead the Product to tilt and allow their infants to roll to their stomachs, their sides, and/or into the mesh wall. Consumers had no reason to know that a product marketed for safe back sleeping would actually cause their babies to roll into a more dangerous sleeping position.

45. HALO knew or should have known that the BassiNest Flex had, and continues to have, the Defect that led to the Sleeping Surface tilt and infant rolling and thus, is not fit for its intended purpose of being a *safe* infant bassinet. Nevertheless, HALO failed to disclose the Defect

[31] *HALO 1-YEAR LIMITED WARRANTY,* HALOSLEEP.COM, https://www.halosleep.com/halo-bassinest-1-year-limited-warranty (last visited December 20, 2023).

to Plaintiffs and Class Members at the time of purchase or thereafter and continued to manufacture the BassiNest Flex in the same defective manner.

46. The existence of the Defect is a material fact that reasonable consumers, including Plaintiffs and Class Members, would have considered when deciding whether to purchase the BassiNest Flex.

47. Had Plaintiffs and Class Members known about the Defect at the time of purchase, as well as the associated risks of tilting and unsafe sleeping conditions caused by the Defect, Plaintiffs and the Class Members would not have purchased the BassiNest Flex or would have paid less for it.

PARTIES

48. At all relevant times, Plaintiff Amanda Marble has resided in Ontario County, New York. Plaintiff Marble purchased the BassiNest Flex on or around December 13, 2022, from Walmart located at 441 Commerce Drive, Victor, NY 14564 for approximately $104.00.

49. At all relevant times, Plaintiff Kelsey Reimer has resided in McHenry County, Illinois. Plaintiff Reimer purchased the BassiNest Flex on or around January 5, 2022, from buybuyBABY.com for approximately $84.99.

50. HALO is a corporation organized and existing under the laws of Minnesota and maintains a Principal Executive Office at 213 West 35th Street, Room 2E, New York, NY 10001. HALO manufactures (or has manufactured on its behalf), distributes, markets, and/or sells throughout the United States, including this District, products, including but not limited to the BassiNest Flex.

JURISDICTION AND VENUE

51. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (1) there are 100 or more putative Class

Members; (2) the aggregate amount in controversy exceeds $5,000,000.00, exclusive of interest and costs; and (3) there is minimal diversity because Plaintiff Reimer and HALO are citizens of different states.

52. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

53. This Court has personal jurisdiction over HALO because HALO does substantial business in this State and within this District, receives substantial compensation and profits from the marketing, distribution, and sale of products in this District, and has engaged in the unlawful practices described in this Complaint within this District.

54. In accordance with 28 U.S.C. § 1391, venue is proper in this District because a substantial part of the conduct giving rise to Plaintiffs' claims occurred in this District, HALO regularly transacts business in this District, and HALO has intentionally availed themselves of the laws and markets within this District.

COMMON FACTUAL ALLEGATIONS

Halo's Claims To Be The "Safe" Infant Sleep Brand

55. As described below, for over 25 years, HALO has engaged in a Safe Sleep Marketing Campaign and has successfully built its safe sleep brand with the intention of persuading consumers to rely on HALO to make good quality baby products, which are, above all, *safe* for their infants to sleep in.

56. HALO was founded in 1994 by Bill and Cathryn Schmid in Minnetonka, Minnesota. Since its small beginnings, the company has evolved significantly and is now recognized in the baby products industry as a leader in infant sleep products.

57. Specifically, as part of its Safe Sleep Marketing campaign, HALO has grown to become the self-described "pioneer in making *safe* sleep easier."[32]

58. HALO touts that ever since its founding, "HALO's mission has been to create simple, innovative products that make safe sleep easier for you—and more comfortable for your baby."[33]

59. HALO currently owns top-selling lines of swaddles, wearable blankets, and bassinets, and claims the title of "industry leader in the bassinet category."[34]

60. HALO goes as far to assert that it "passionately wear[s] the title of 'Safe Sleep Experts' and continue[s] to forge the way for parents to take the guesswork out of safer, better sleep." [35]

61. HALO consistently represents to consumers that it "develop[s] and market[s] consumer products that aim to provide a healthy and safe sleep environment."[36] HALO's "Our Story" page on its website proudly proclaims "[s]afe sleep is our passion."[37]

62. HALO specifically ensures consumers that its "growing line of products are thoughtfully developed and diligently tested to help babies sleep safely from birth through toddlerhood."[38]

---

[32] *Safe, Close Sleep for Babies Made Easier with the New and Enhanced HALO® BassiNest®,* PRNEWSWIRE.COM, (January 28, 2020), https://www.prnewswire.com/news-releases/safe-close-sleep-for-babies-made-easier-with-the-new-and-enhanced-halo-bassinest-300994513.html (last visited December 20, 2023).
[33] *Our Story*, HALOSLEEP.COM, https://www.halosleep.com/our-story (last visited December 20, 2023).
[34] *Safe, Close Sleep for Babies Made Easier with the New and Enhanced HALO® BassiNest®,* PRNEWSWIRE.COM, (January 28, 2020).
[35] *Safe Sleep Mission*, HALOSLEEP.COM, https://www.halosleep.com/safe-sleep-mission (last visited December 20, 2023).
[36] *HALO Innovations*, CBINSIGHTS.COM, Available at: https://app.cbinsights.com/profiles/c/mXQz/overview (last visited December 20, 2023).
[37] *Our Story*, HALOSLEEP.COM, https://www.halosleep.com/our-story (last visited December 20, 2023).
[38] *Id.*

63. In an interview in 2020, HALO's Director of Product Management, Amy Goldsmith, stated that '"HALO has been committed to … developing innovative, safe sleep products that help set up parents for success from the very beginning."'[39]

64. As a result of HALO's decades long Safe Sleep Marketing scheme, consumers recognize the brand as a reliable source for safe infant sleep products. Consequently, these consumers reasonably rely on HALO to produce *safe,* reliable infant sleep products.

65. HALO's deliberate and consistent Safe Sleep Marketing has led to the company's success and millions of sales of infant sleep products all over the world.

66. According to Buzzfile, HALO is estimated to generate $33.0 million in annual revenue.[40]

Back Is Best For Safe Infant Sleep

67. Per the recommendation of the AAP, the U.S. Surgeon General, and the U.S. National Institute of Child Health and Human Development (NICHD), infants should be put to sleep on their backs as opposed to their stomachs or sides. This is because studies show that the risk of SIDS increases when infants sleep facing downward in a prone position.[41]

68. When babies sleep on their stomachs, their mouths and noses are more likely to be obstructed by the Sleeping Surface and soft materials in the sleeping environment that can conform to their faces.[42] This can obstruct breathing through the mouth and nose or force the infant's head

[39] *Safe, Close Sleep for Babies Made Easier with the New and Enhanced HALO® BassiNest®,* PRNEWSWIRE.COM, (January 28, 2020), https://www.prnewswire.com/news-releases/safe-close-sleep-for-babies-made-easier-with-the-new-and-enhanced-halo-bassinest-300994513.html (last visited December 20, 2023).
[40] Halo Innovations, Inc., BUZZFILE.COM, https://www.buzzfile.com/business/Halo-Sleep-Systems-720-880-8865 (last visited December 20, 2023).
[41] Mitchell EA, et al. *Changing Infants' Sleep Position Increases Risk of Sudden Infant Death Syndrome. New Zealand Cot Death Study*. Arch. Pediatr. Adolesc. Med., 153(11):1136-41. (1999), https://pubmed.ncbi.nlm.nih.gov/10555714/ (last visited December 20, 2023).
[42] *Id.*

into a position that restricts air flow through the esophagus.[43] See the below image demonstrating the dangers of tummy sleeping from the Safe Sleep page on Everybabyto1.org. [44]

69. Approximately 3,500 sleep-related infant deaths occur annually in the United States.[45] In 2020, there were about 1,389 deaths due to SIDS, about 1,062 deaths due to unknown causes, and about 905 deaths due to accidental suffocation and strangulation in bed.[46]

[43] Moon, Rachel Y. et al, AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME. *SIDS and Other Sleep-Related Infant Deaths: Updated 2016 Recommendations for a Safe Infant Sleeping Environment*, 138 Pediatrics 5(2016), https://publications.aap.org/pediatrics/article/138/5/e20162938/60309/SIDS-and-Other-Sleep-Related-Infant-Deaths-Updated?autologincheck=redirected (last visited December 20, 2023).
[44] Safe Sleep, EVERYBABYTO1.ORG, https://www.everybabyto1.org/wp-content/uploads/2021/07/ENGLISH_EB1_SafeSleep_AatomicalDiagram-2021-rgb-01-1024x522.jpg (last visited December 20, 2023).
[45] Moon, Rachel Y. et al, AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME. *SIDS and Other Sleep-Related Infant Deaths: Updated 2016 Recommendations for a Safe Infant Sleeping Environment*, 138 Pediatrics 5(2016).
[46] *Id.*

70. In 1992, the AAP issued the recommendation that babies should sleep on their backs or sides to reduce the risk of SIDS.[47] Specifically, the AAP stated that "[b]ased on careful evaluation of existing data indicating an association between [SIDS] and prone sleeping position for infants, the Academy recommends that healthy infants, when being put down for sleep, be positioned on their side or back."[48]

71. On June 21, 1994, the U.S. Surgeon General Joycelyn Elders, M.D., issued a policy statement that healthy infants should be placed on their back or side to sleep to reduce the risk of SIDS.[49]

72. The same year, the NICHD launched the "Back to Sleep" campaign with collaborators including the AAP, the SIDS Alliance, the Association of SIDS and Infant Mortality Programs (ASIP), the National Heart, Lung, and Blood Institute (NHLBI), and the Maternal and Child Health Bureau of the Health Resources and Services Administration (HRSA).[50]

73. In addition to placing babies on their backs, the National Institutes of Health recommends that parents and caregivers can "reduce [their] baby's risk of SIDS and other sleep-related causes of infant death" by using a "firm, *flat and level sleep surface*."[51]

---

[47] AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME, *Positioning and SIDS* 89 Pediatrics 6 (1992), https://publications.aap.org/pediatrics/article-abstract/89/6/1120/57959/Positioning-and-SIDS?redirectedFrom=fulltext (last visited November 13, 2023).
[48] *Id.*
[49] *Key Moments in Safe to Sleep® History: 1994–2003*, NATIONAL INSTITUTES OF HEALTH, https://safetosleep.nichd.nih.gov/safesleepbasics/moments/1994-2003 (last visited December 20, 2023).
[50] *Id.*
[51] *What Does A Safe Sleep Environment Look Like?* U.S. Dept. of Health and Human Services, National Institute of Health, (August 2022) NIH Pub. No. 22-HD-5759.

74. It is recommended by that infants sleep on a flat and level Sleep Surface because when the bed is sloped, either side-to-side, or head-to-toe, the infant slides and or rolls into the side of the bassinet or crib.[52]

75. The CPSC's Bassinets and Cradles Business Guidance & Small Entity Compliance Guide emphasizes bassinet structurally sufficient and stability as well as mattress flatness.[53]

76. According to the 2022 AAP Report, "[a] flat, noninclined surface is safest for infants" and "[i]nfants on an inclined surface can more easily flex their trunk and lift their head, facilitating rolling onto the side or prone, at which point they are at higher risk for muscle fatigue and potential suffocation."[54]

Halo's Marketing Capitalizes on "Back Is Best" For Safe Infant Sleep

77. HALO is keenly aware of the fact that safe sleep is a top priority for parents and has publicly acknowledged many times over that infants should sleep on their backs to reduce the risk of SIDS, as recommended by the AAP.[55]

78. HALO's trademarked slogan, "Back Is Best," is proudly displayed on the front of many of its products.[56]

---

[52] *Id.*
[53] *Bassinets and Cradles Business Guidance & Small Entity Compliance Guide,* U.S. Consumer Product Safety Commission, https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Bassinets-and-Cradles (last visited December 20, 2023).
[54] Moon, Rachel Y. et al, AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME. *SIDS and Other Sleep-Related Infant Deaths: Updated 2016 Recommendations for a Safe Infant Sleeping Environment*, 138 Pediatrics 5(2016).
[55] *BassiNest Flex Details*, HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023); *see also Recognizing Safe Sleep And SIDs Awareness Month*, HALOSLEEP BLOG, *https://www.halosleep.com/blog/post/recognizing-safe-sleep-and-sids-awareness-month* (last visited December 20, 2023).
[56] *Swaddle Micro-fleece,* HALOSLEEP.COM, https://www.halosleep.com/halo-sleepsack-swaddle-micro-fleece-blue-swad-mf-blue (last visited December 20, 2023).

79. On May 2, 2023, HALO posted the below statement in a blog post tilted "The ABCs of Safe Sleep for Babies," which explains the importance of Back Is Best and specifically states that it is the "number one safe sleep recommendation."[57]

Back

If you're an expecting or new parent you've likely heard "Back is Best" about a million times. It's the number one safe sleep recommendation, and we think it's so important we embroider it on every SleepSack we sell.

Why is back sleeping so critical? Simple - it's proven to significantly reduce the risk of SIDS. Babies who sleep on their tummies have a 3x to 4x higher risk of SIDS vs those placed on their back for sleep. In 1992, the American Academy of Pediatrics launched their Back To Sleep campaign, resulting in a 50% decline in the annual SIDS rate.

Experts think a baby sleeping on stomach can lead to SIDS by causing the baby's mouth and nose to be blocked by soft bedding. Having the face so close to a mattress can cause "rebreathing" of exhaled breath, which causes a rise in carbon dioxide and a drop in oxygen. (This situation inspired us to develop a breathable crib mattress that's significantly more breathable than standard crib mattresses. But remember, baby should still always be placed on their back to sleep for every sleep until age 1.)

80. HALO posted a blog post on April 2023 specifically about safely using bassinets titled "Newborn Bassinet Safety Tips," and states "[s]afety guidelines such as placing the baby on their back to sleep ... can reduce the risk of sudden infant death syndrome (SIDS) and other injuries."[58]

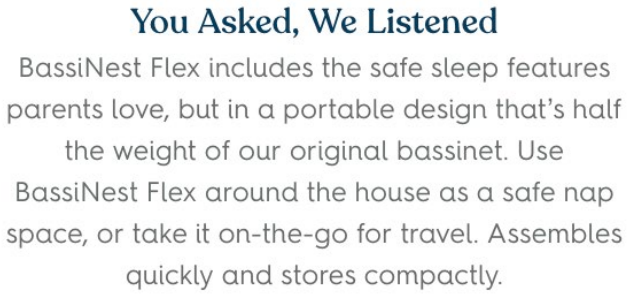
81. As noted above, HALO even instructs purchasers of the BassiNest Flex to put their babies on their backs to sleep when using the Product. The product page for the BassiNest Flex reminds users to "[a]lways place your baby on their back for sleep."[59]

82. The Instruction Manual of the BassiNest Flex also states "[t]o reduce the risk of SIDS, pediatricians recommend healthy infants be placed on their backs to sleep unless otherwise advised by your physician."[60]

---

[57] *ABCs of Safe Sleep for Babies*, HALOSLEEP BLOG https://www.halosleep.com/blog/post/ABCs-of-Safe-Sleep-for-Babies (last visited December 20, 2023).
[58] *Newborn Bassinet Safety Tips*, HALOSLEEP BLOG https://www.halosleep.com/blog/post/newborn-bassinet-safety (last visited December 20, 2023).
[59] *BassiNest Flex Details*, HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).
[60] HALO BassiNest Flex Instruction Manuel, July 28, 2011, Available at: https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf (last visited December 20, 2023).

83. Further, on the product page for the BassiNest Flex on HALO.com, HALO touts that it understands the identify, purpose, and requirements of consumers regarding the safety of infant sleepers as shown in the below screenshot.[61]



84. Contrary to Halo's marketing, the BassiNest Flex does not safely keep infants on their back.

Plaintiffs' Expert Investigation and Identification of the Defect Preventing Babies From Safely Sleeping On Their Back

85. Despite HALO's Safe Sleep Marketing and clear acknowledgment that "Back Is Best," HALO has designed, manufactured, distributed, marketed, and sold the BassiNest Flex with a uniform Defect that can and has caused the Sleeping Surface to tilt and babies to roll from their back to their sides and stomachs before developmentally appropriate. This rolling is exacerbated by the tilted Sleeping Surface of the Halo BassiNest Flex.

86. Following review of numerous complaints about the deflection and resulting infant rolling in the BassiNest Flex, Plaintiffs' consulting expert performed numerous tests and an extensive investigation of the extent and the cause(s) of the tilted surface.

87. Specifically, in addition to several other tests, measurements, and inspection, Plaintiffs' consulting expert conducted Sleeping Surface deflection testing that established a relationship between the tilt of the surface and the use of the Product.

[61] *BassiNest Flex Details*, HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).

88. The resulting measurements from the investigation confirmed what numerous consumer complaints had claimed, in that the Sleeping Surface fails to remain appropriately level or flat and the deflection or tilt was unreasonably dangerous. This deflection creates a hazardous condition for infants who are effectively pushed down the tilted surface by the force of gravity and end up pressed into the side wall.

89. Thus, Plaintiffs' testing and investigation demonstrated that the BassiNest Flex does not comply with industry standards, safety standards, and is unable to provide an appropriately level or flat and safe sleeping product for infants. Specifically, HALO has failed to follow the recommendation of the AAP and the National Institutes for Health that parents put their infants to sleep on a *flat and level sleep surface*.[62]

90. Additionally, Plaintiffs' consulting expert was also able to determine that the cause of the Tilt Hazard is a defective support structure, which fails in its singular purpose—to provide support to the Sleeping Surface, keeping it appropriately level or flat and thus, safe and suitable for infant sleep.

Defective Support Structure

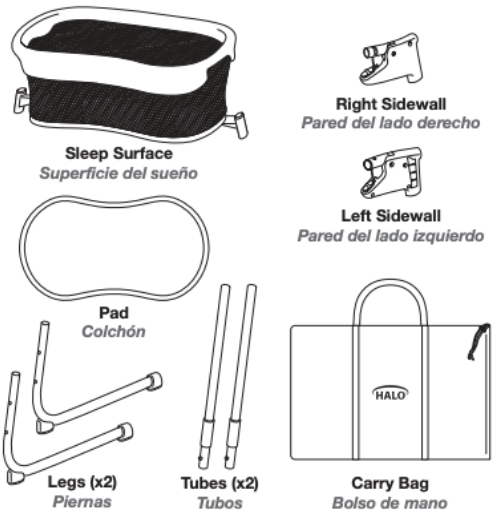
91. The BassiNest Flex has a cantilever design in which its Sleeping Surface is supported at only one end of the Product, resulting in the other end hovering without additional support underneath. Specifically, the cantilever design consists of only two support legs affixed to the edge of one side of the Sleeping Surface. The two Legs are not connected to each other below the Sleeping Surface.

[62] *Tips for Keeping Infants Safe During Sleep From the American Academy of Pediatrics*, NEWS ROOM, AAP.ORG, (February 19, 2020); *What Does A Safe Sleep Environment Look Like?* U.S. Dept. of Health and Human Services, National Institutes of Health, (August 2022) NIH Pub. No. 22-HD-5759.

92. This cantilever design is intended to carry the entire load.[63] However, the BassiNest Flex's cantilever support structure does not sustain an appropriately level and flat Sleeping Surface safe for infant use. Instead, the cantilever design results in a dangerously inclined Sleeping Surface.

93. As depicted below, the red arrows show two angles of the unsupported side of the BassiNest Flex:

94. The image from the Instruction Manual below depicts all the parts of the Product.[64]



[63] As noted above, the Product is designed for infants up to 5 months old or weighing 20 pounds.
[64] HALO BassiNest Flex Instruction Manuel, July 28, 2011, https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf (last visited December 20, 2023).

95. The Sleeping Surface is preassembled, covered in fabric with mesh walls on all sides,[65] and has a particle board base.

96. The remaining parts of the Product are designed to be assembled without any tools or screws. Each piece is affixed to another by a clicking mechanism.

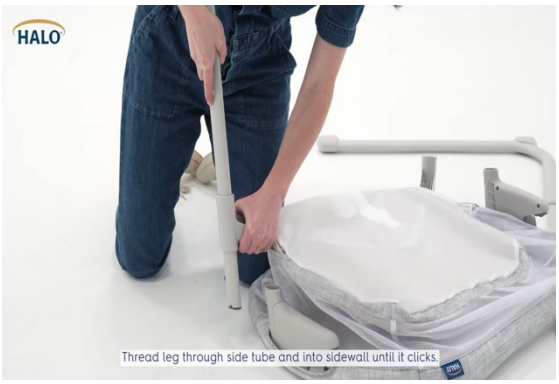
97. The left sidewall and right sidewall are connected to the Sleeping Surface by inserting the rear and front rails of the Sleeping Surface into the openings on either end of the sidewall until they click. See the images below from HALO's YouTube assembly instructions video for the HALO BassiNest Flex.[66]

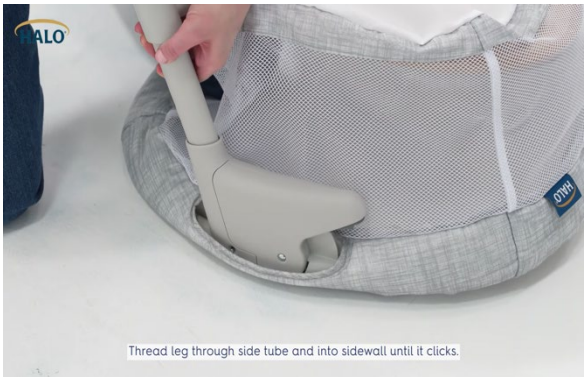
98. The BassiNest Flex's two Legs are comprised of two pieces, the curved legs and the tubes, which are designed to be affixed to each other by inserting the tube into the curved leg.

99. The Legs are further designed to be affixed to the Sleeping Surface by inserting the top of the tube into the third opening on the bottom of the sidewall until it clicks.[67] See the images below from HALO's YouTube assembly instructions video for the HALO BassiNest Flex.[68]

---

[65] *BassiNest Flex,* FAQ, HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).
[66] Assembly Instructions: HALO, YOUTUBE.COM, https://www.youtube.com/watch?v=SOiraZcxNAQ (last visited December 20, 2023).
[67] *Id.*
[68] *Id.*





100. Collectively, these parts when assembled into the final Product, create the cantilevered configuration depicted in paragraph 93.

101. When it is initially assembled and not in use, the BassiNest Flex Sleeping Surface appears flat. However, following foreseeable use by infants within the recommended weight limit, the Sleeping Surface does not remain flat, but instead, tilts or deflects, which was also confirmed by Plaintiffs' consulting expert, described below.

102. This improperly tilted surface of the BassiNest Flex is primarily due to the flexibly supported cantilevered design, which causes inadequate support strength on the unsupported side and has notably been recognized by the child products industry, including the CPSC, as problematic and potentially dangerous.[69]

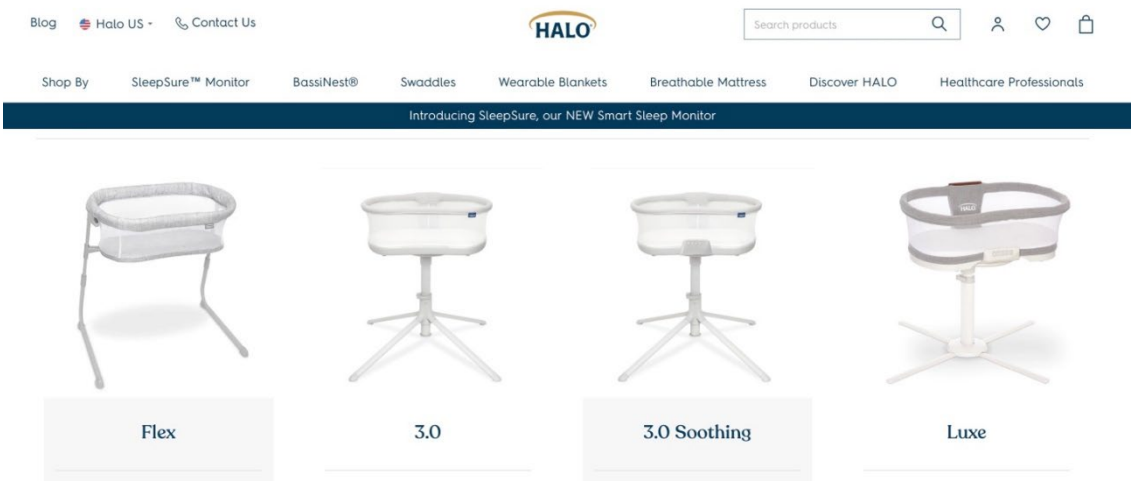
103. Cantilever-designed bassinets are so dangerous that in 2021, the CPSC formed a task group to review the multiple incidents "in which infants reportedly rolled into the side of the product, or into a prone position."[70]

[69] CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, CPSC.gov, https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS (last visited December 20, 2023).

[70] https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS (last visited December 20, 2023).

104. Despite known safety concerns about cantilever-designed bassinets, HALO still chose to design the BassiNest Flex with a cantilevered Sleeping Surface.

105. There are at least five different models within the BassiNest line. However, only one, the BassiNest Flex, has two Legs attached to the edge of one side. As seen below, the other models are designed with a different leg configuration with a cross shaped base including four feet.[71]



106. The HALO BassiNest Flex's cantilever design is meant to aid in placing the bassinet next to the bed, or for portability around the home or for travel. HALO explains to consumers that the Product "can be easily moved around the house, so you always have a safe sleep space."[72] The Product's portability is advertised in the below images on HALOsleep.com.[73]

[71] *BassiNests,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).
[72] *Id.*
[73] *Id.*

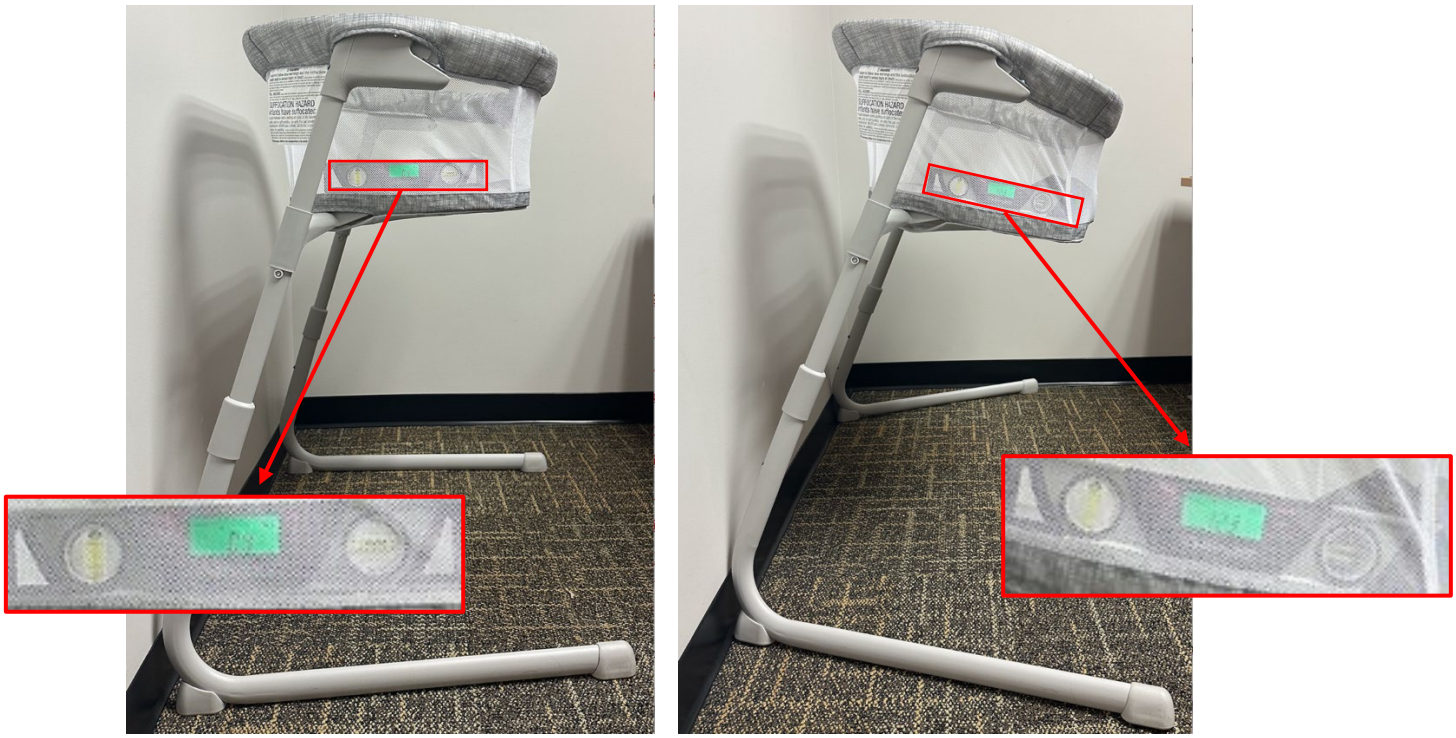
107. The safety of the BassiNest Flex is compromised by its cantilever design which is meant to enhance the portability of the product, but instead fails to provide a safe supporting structure and renders the entire Product unfit for its singular purpose.

108. The support structure of the BassiNest Flex, as currently designed with the Legs affixed to the Sleeping Surface on the edge of one side and without additional support, fails to keep the Sleeping Surface appropriately level or flat and preventing it from tilting.

109. In addition to the vital lack of proper support of the Sleeping Surface caused by the Defect, there are additional design and material elements of the BassiNest Flex that increase the deflection and therefore, the Tilt Hazard, even further. These additional elements include: (1) the Legs' inability to lock into one position, which allows for additional separation between them; (2) the bedside wall, when unlatched, creates additional structural instability; and (3) the tilt of the BassiNest Flex increases significantly over the course of its normal and intended use for the infant, up until the infant is about 5 months old or weighs 20 pounds.

110. The photographs below from Plaintiffs' consulting expert's testing and investigation demonstrate how the BassiNest Flex's Defect and design elements manifest in the

Tilt Hazard.[74] The image on the left shows the Product unloaded with its legs fairly close together and its side wall latched. In this configuration, the Sleeping Surface is nearly flat at 0.4 degrees of slope. In contrast, the image on the right shows the Product loaded with a 20-pound weight to simulate effect of the weight of a baby and with its legs separated at a greater distance and the side wall unlatched. In this configuration, the Sleeping Surface is highly tilted at a 12.3-degree angle.



111. The Defect is latent such that no reasonable customer would know, or be able to discover through inspection, that the cantilever design is defective and presents a risk of danger to children at the time the Products are purchased. However, HALO knew or should have known of the Defect before it distributed the BassiNest Flex into the consumer marketplace.

[74] Additional materials demonstrating the findings of Plaintiffs' consulting experts' testing and investigation are attached hereto as Exhibit 1 to this Class Action Complaint. These materials further show how the deflection angle of the Sleeping Surface steadily increases with the leg separation distance.

Alternative Feasible Designs

112. The Defect could have been avoided by HALO using alternative feasible designs, including that similar to HALO's own 3.0, 3.0 Soothing, or Luxe bassinet designs, pictured below, each of which utilize a more stable support system than the Flex model, consisting of a different leg configuration with a cross shaped base and four feet.[75]

113. Further, HALO failed to employ other alternative feasible designs present in similar bassinets intended to be portable and/or compact, including those with one or more Legs on the opposite side of the Product such as the Chicco LullaGo Anywhere Portable Bassinet, which is sold for $99.99 on Target.com and is included in the image below.[76]

[75] *BassiNests,* HALOSLEEP.COM, https://www.halosleep.com/shop/bassinests (last visited December 20, 2023).

[76] Chicco LullaGo Anywhere Portable Bassinet, TARGET.COM, https://www.target.com/p/chicco-lullago-anywhere-portable-bassinet-sandstone/-/A-78804269?ref=tgt_adv_xsp&AFID=google&fndsrc=tgtao&DFA=71700000012510679&CPNG=PLA_Baby%2BShopping%7CBaby_Ecomm_Baby&adgroup=Infant+Basics/Furniture&LID=700000001170770pgs&LNM=PRODUCT_GROUP&network=g&device=c&location=9013455&targetid=pla-1731815646675&ds_rl=1242884&ds_rl=1246978&gad_source=1&gclid=CjwKCAiAxreqBhAxEiwAfGfndH2_iiHWudtY0uSTtIq0C8OrVdxa9NZmED7-CNNVK-6wHu_33Md2khoCi5kQAvD_BwE&gclsrc=aw.ds (last visited December 20, 2023).

114. Despite the availability and feasibility of these other reasonable alternatives, in addition to other alternatives including the use of legs that are connected below the Sleeping Surface, the use of an additional support under the Sleeping Surface of the Product, use of stronger materials, and in other ways that may be discoverable during litigation, HALO intentionally chose to design the BassiNest Flex in a cantilevered configuration that fails to maintain an appropriately level and flat Sleeping Surface.

115. Plaintiffs and the Class Members have a reasonable expectation that their BassiNest Flex will be safe for infant sleep as advertised. Further, reasonable consumers expect the Product to include an appropriately level and flat Sleeping Surface that will not tilt. However, due to the latent Defect, the BassiNest Flex fails to serve its one purpose. Instead, it creates an unreasonably dangerous tilted sleeping environment for the infant children of consumers who paid for and expected to receive a safe Product with an appropriately level or flat Sleeping Surface.

HALO'S WARRANTY

116. HALO expressly and impliedly warrants, via user manuals, advertisements, pamphlets, brochures, circulars, samples, and/or models, that the BassiNest Flex is fit for the ordinary purpose for which it is sold.

117. HALO expressly warrants in its limited, one-year Warranty that the BassiNest Flex is "free from defects in material or workmanship for a period of one (1) year from the date of original purchase."[77]

118. HALO's manifest intent that its warranties apply to Plaintiffs and consumer Class members as third-party beneficiaries is evident from the statements contained in its products literature, including its Warranty, which begins the date of the consumers' purchases and excludes commercial, non-residential use.

119. Likewise, it was reasonably foreseeable that Plaintiffs and consumer Class Members would be the intended beneficiaries of the Products and Warranty.

120. Specifically, HALO's Warranty provides as follows:

> HALO Innovations, Inc. ("HALO") warrants that the product accompanied by this limited warranty is free from defects in material or workmanship for a period of one (1) year from the date of original purchase. In order to fulfill warranty requirements, the product must have been purchased from an authorized HALO retailer and registered with HALO at time of purchase via the product registration card enclosed with the unit or by registering online at https://www.halosleep.com/halo-product-registration. In the case of SleepSure, registering in the HALO App fulfills the requirement of product registration.
>
> The warranty only applies to the original purchaser and cannot be transferred with ownership of the product. The warranty service may include a repair kit to allow you to self-fix the part quickly and safely, or obtain a replacement part, or an equivalent or superior replacement product, at our discretion.

121. HALO's Warranty fails of its essential purpose and is unconscionable, as more fully described below, because (1) the Defect exists at the time the BassiNest Flex leaves the manufacturing facility; (2) the Defect precludes the ability to repair the BassiNest Flex; (3) HALO fails to disclose its knowledge of the Defect when contacted by customers about the BassiNest

[77] *Halo 1-Year Limited Warranty,* HALOSLEEP.COM, https://www.halosleep.com/halo-bassinest-1-year-limited-warranty (last visited December 20, 2023).

Flex's failures; and (4) because when it replaces the BassiNest Flex, it does so with another defective BassiNest Flex.

122. As described herein, HALO breached this Warranty at the time Plaintiffs and Class Members purchased the BassiNest Flex because the BassiNest Flex is defective when it comes off of the assembly line. Thus, at the time the defective BassiNest Flex was sold to consumers, HALO was already in violation of the express warranty.

123. In addition, the Warranty has several terms that are unconscionable, for the reasons more fully detailed below.

124. HALO unilaterally imposed the Warranty terms to its own benefit, and Plaintiffs and Class Members did not have any opportunity to negotiate the terms of the Warranty.

125. The Warranty is further unconscionable given HALO's knowledge of the Defect, the existence of the Defect at the point of sale, HALO's failure to disclose the Defect at the time of sale and during warranty communications, and in the premature failure of the BassiNest Flex.

126. The Defect renders the BassiNest Flex unfit for the ordinary purpose for which it is used, which is to provide newborn to 5 months old infants with a safe sleeping environment.

127. Any replacement warranty fails of its essential purpose because by replacing the defective BassiNest with an equally defective BassiNest, this remedy fails to put the goods in their warranted condition.

128. Had Plaintiffs, Class Members, and the consuming public known that the BassiNest Flex was defective and unsafe for use as an infant sleeper, they would not have purchased the Products at all, or would not have paid the price they did.

129. In sum, HALO has actively concealed the existence and nature of the Defect from Plaintiffs and Class Members, despite its knowledge of the existence and pervasiveness of the

Defect, and certainly well before Plaintiffs and Class members purchased the BassiNest Flex and during warranty communications. Specifically, HALO:

a. Failed to disclose the Defect to consumers, at or after the time of purchase, including when consumers make warranty claims or otherwise complain to HALO or its affiliates about the Defect;

b. Actively concealed the Defect from consumers, at or after the time of purchase, including when consumers make warranty claims, or otherwise complain to HALO about the Defect;

c. Failed to disclose, and actively concealed the Defect from consumers, including that the BassiNest Flex was unsafe, dangerous, and unsuitable for infant sleep;

d. Failed to disclose, and actively concealed the Defect from consumers, including that the BassiNest Flex was not fit for its intended purpose;

e. Failed to disclose and actively concealed the Defect from consumers when it improperly and unlawfully denied valid warranty claims or otherwise responded to consumer complaints; and

f. Failed to disclose and actively concealed the Defect from consumers when it provided them with a replacement BassiNest Flex that also contained the Defect.

130. As a direct, proximate, and foreseeable result of the Defect, Plaintiffs and Class Members suffered damages, including but not limited to: (a) the difference in value of the BassiNest Flex as purchased and the BassiNest Flex received; (b) loss of use of the BassiNest Flex; and (c) consequential damage.

PLAINTIFFS' FACTUAL ALLEGATIONS

Plaintiff Amanda Marble's Experience

131. In December 2022, Plaintiff Marble purchased the BassiNest Flex from Walmart at 441 Commerce Drive, Victor, NY 14564 for approximately $104.00.

132. In purchasing the BassiNest Flex, Plaintiff Marble relied on HALO's false, misleading, and deceptive marketing that represents the Product as safe and suitable for infant sleep.

133. Plaintiff Marble understood that "safe" meant the Sleeping Surface would not be tilted and/or cause her child to roll from her back.

134. Plaintiff Marble shopped for a bedside bassinet on Amazon.com and Walmart.com, both authorized distributors of the BassiNest Flex and viewed the product descriptions and representations made by HALO about the Product on these retailers' product pages.

135. Before her purchase of the BassiNest Flex, Plaintiff Marble was familiar with the HALO brand and understood the company to be a reliable manufacturer and seller of infant sleep products.

136. Based on these representations, Plaintiff Marble reasonably expected the BassiNest Flex to be safe and suitable for infant sleep. She did not expect that the Product would be defective, unsafe, and unsuitable for infant sleep.

137. About or around December 13, 2022, Plaintiff Marble began using the BassiNest Flex. Plaintiff Marble used the BassiNest Flex as intended and recommended and maintained it in a reasonable manner. She and her fellow caregivers put her child to sleep on their back, as she understood this to be the safest position for infant sleep.

138. Shortly after she began using the Product, Plaintiff Marble discovered that the Sleeping Surface of her BassiNest Flex was tilted toward the side without legs. She found that her child's body was rolling towards the side without legs and on at least one occasion, all the way into the mesh side wall.

139. Because HALO unlawfully concealed the Defect from Plaintiff Marble before her purchase, she did not suspect (and had no reason to suspect) that her child would roll from her back and across the BassiNest Flex. She had no reason to believe there was anything wrong with the BassiNest Flex or that it was in anyway unsafe until the Defect manifested.

140. Had she known of the Defect, she would have either not purchased the BassiNest Flex or would have paid less than she did. Therefore, she did not receive the benefit of her bargain.

Plaintiff Kelsey Reimer's Experience

141. In January 2022, Plaintiff Reimer purchased the BassiNest Flex from buybuyBABY.com for approximately $89.99.

142. In purchasing the BassiNest Flex, Plaintiff Reimer relied on HALO's false, misleading, and deceptive marketing that represent the Product as safe and suitable for infant sleep.

143. Plaintiff Reimer understood that "safe" meant the Sleeping Surface would not be tilted and/or cause her child to roll from his back.

144. Plaintiff Reimer shopped for a bedside bassinet on buybuyBABY.com, an authorized distributor of the BassiNest Flex, and viewed the product descriptions and representations made by HALO about the Product on the retailer's product page.

145. Before her purchase of the BassiNest Flex, Plaintiff Reimer was familiar with the HALO brand and understood the company to be a reliable manufacturer and seller of infant sleep products. In fact, within hours of giving birth to her child, the hospital gave her a complimentary HALO SleepSack Swaddle with the slogan "Back Is Best" on the front.

146. Based on these representations, Plaintiff Reimer reasonably expected the BassiNest Flex to be safe and suitable for infant sleep. She did not expect that the Product would be defective, unsafe, and unsuitable for infant sleep.

147. About or around January 6, 2022, Plaintiff Reimer's husband picked up their BassiNest Flex from the buybuyBABY located at 5540 Northwest Hwy Crystal Lake, IL. Shortly after, Plaintiff Reimer began using the BassiNest Flex as intended and recommended, and maintained it in a reasonable manner. She and her fellow caregivers, including her mother-in-law, put her child to sleep on his back.

148. Shortly after her and her mother-in-law began using the Product, they discovered that the Sleeping Surface of the BassiNest Flex was tilted toward the side without legs. She found that her child's body was rolling towards the side without legs and on at least one occasion, all the way into the mesh side wall.

149. Because HALO unlawfully concealed the Defect from Plaintiff Reimer before her purchase, she did not suspect (and had no reason to suspect) that her child would roll from his back and across the BassiNest Flex. She had no reason to believe there was anything wrong with the BassiNest Flex or that it was in anyway unsafe until the Defect manifested.

150. Had Plaintiff Reimer known of the Defect, she would have either not purchased the BassiNest Flex or would have paid less than she did. Therefore, Plaintiff Reimer did not receive the benefit of her bargain.

HALO'S ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE DEFECT

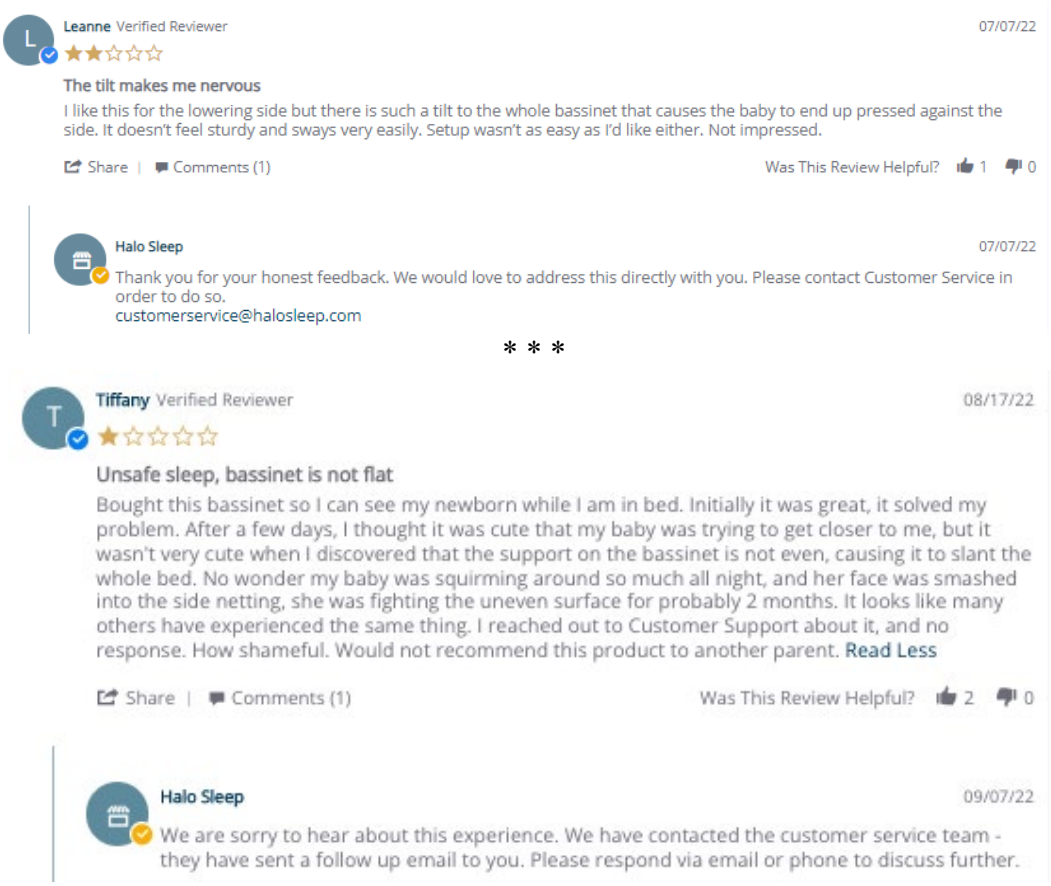
151. HALO knew or should have known when it sold the Product to the public that the BassiNest Flex suffered from the Defect, and that the Defect caused it to function improperly during its expected useful life, manifested in the Tilt Hazard creating an unsafe and dangerous sleeping environment for infants, and increased the potential for serious harm and/or death to the infant children.

152. HALO's knowledge of the Defect is established through consumer complaints, including numerous public Internet posts on consumer websites, reporting that the BassiNest Flex tilts and can cause infants to roll onto their stomach and/or sides and even into the mesh wall.

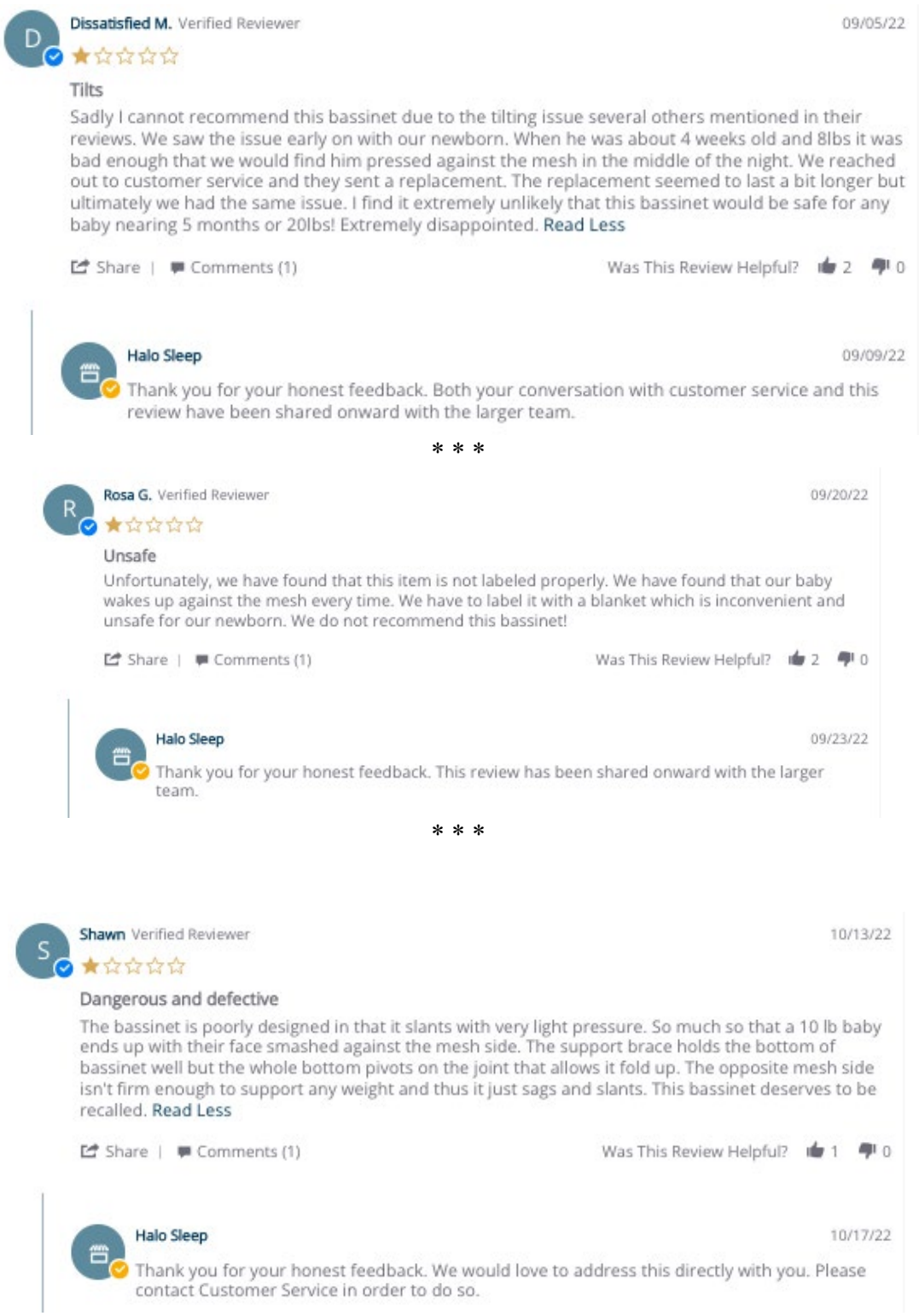
153. As seen by HALO's responses to many of these complaints below, HALO has been monitoring the Defect for over a year, yet it failed to inform consumers about the Defect and the associated safety risks to their children. In its responses, HALO routinely thanked purchasers for their "honest feedback" and recommended that they contact customer service.

154. Despite its knowledge, upon information and belief, HALO did not remedy or eliminate the Defect in the BassiNest Flex or remove it from the stream of commerce, and/or under information and belief, improperly denied warranty claims. Instead, HALO continued to advertise the BassiNest Flex as safe and to sell the unreasonably dangerous product to consumers.

155. Since at least July 7, 2022, HALO has responded to at least thirteen complaints about the Tilt Hazard and safety risks directly on its own website. See screenshots of these complaints and responses below:[78]



[78] *BassiNest Flex Reviews,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).



D **Dissatisfied M.** Verified Reviewer 09/05/22

★☆☆☆☆

Tilts

Sadly I cannot recommend this bassinet due to the tilting issue several others mentioned in their reviews. We saw the issue early on with our newborn. When he was about 4 weeks old and 8lbs it was bad enough that we would find him pressed against the mesh in the middle of the night. We reached out to customer service and they sent a replacement. The replacement seemed to last a bit longer but ultimately we had the same issue. I find it extremely unlikely that this bassinet would be safe for any baby nearing 5 months or 20lbs! Extremely disappointed. Read Less

Share | Comments (1) Was This Review Helpful? 2 0

Halo Sleep 09/09/22

Thank you for your honest feedback. Both your conversation with customer service and this review have been shared onward with the larger team.

* * *

R **Rosa G.** Verified Reviewer 09/20/22

★☆☆☆☆

Unsafe

Unfortunately, we have found that this item is not labeled properly. We have found that our baby wakes up against the mesh every time. We have to label it with a blanket which is inconvenient and unsafe for our newborn. We do not recommend this bassinet!

Share | Comments (1) Was This Review Helpful? 2 0

Halo Sleep 09/23/22

Thank you for your honest feedback. This review has been shared onward with the larger team.

* * *

S **Shawn** Verified Reviewer 10/13/22

★☆☆☆☆

Dangerous and defective

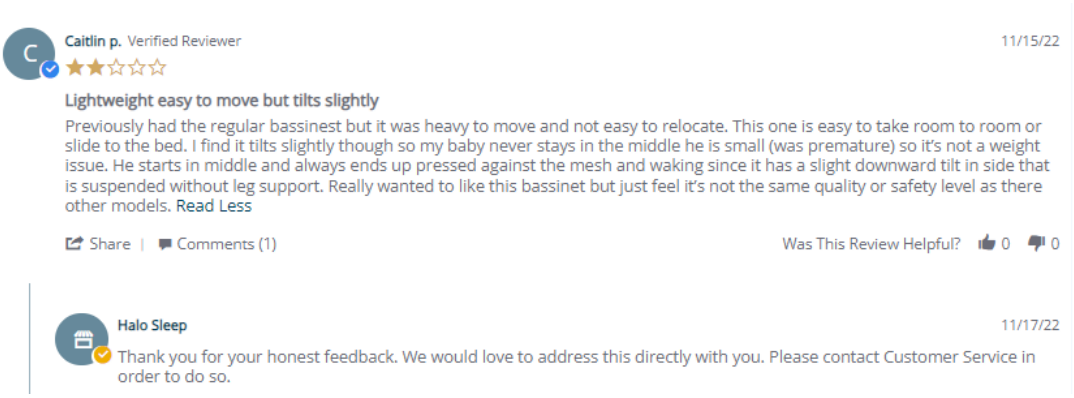
The bassinet is poorly designed in that it slants with very light pressure. So much so that a 10 lb baby ends up with their face smashed against the mesh side. The support brace holds the bottom of bassinet well but the whole bottom pivots on the joint that allows it fold up. The opposite mesh side isn't firm enough to support any weight and thus it just sags and slants. This bassinet deserves to be recalled. Read Less

Share | Comments (1) Was This Review Helpful? 1 0

Halo Sleep 10/17/22

Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.

* * *



C **Caitlin p.** Verified Reviewer 11/15/22

★★☆☆☆

Lightweight easy to move but tilts slightly

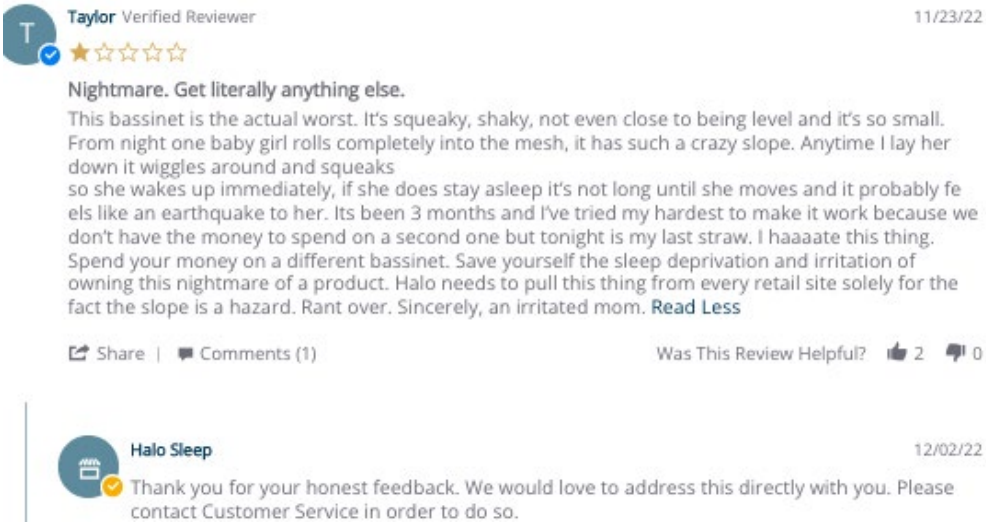
Previously had the regular bassinest but it was heavy to move and not easy to relocate. This one is easy to take room to room or slide to the bed. I find it tilts slightly though so my baby never stays in the middle he is small (was premature) so it's not a weight issue. He starts in middle and always ends up pressed against the mesh and waking since it has a slight downward tilt in side that is suspended without leg support. Really wanted to like this bassinet but just feel it's not the same quality or safety level as there other models. Read Less

Share | Comments (1) Was This Review Helpful? 0 0

Halo Sleep 11/17/22

Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.

* * *



T **Taylor** Verified Reviewer 11/23/22

★☆☆☆☆

Nightmare. Get literally anything else.

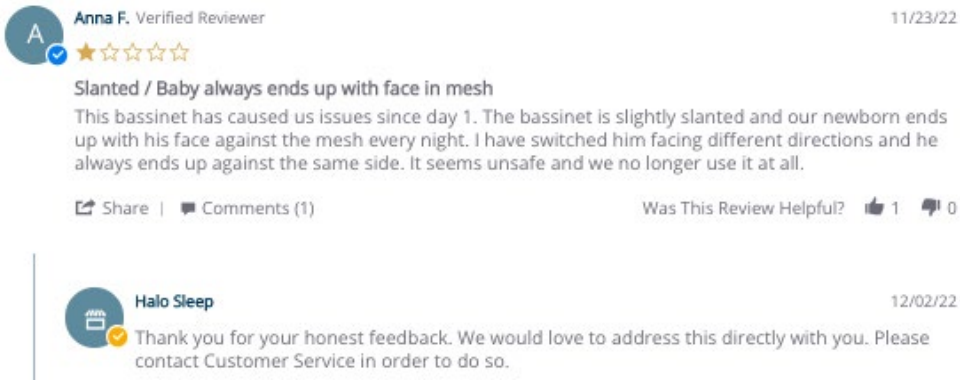
This bassinet is the actual worst. It's squeaky, shaky, not even close to being level and it's so small. From night one baby girl rolls completely into the mesh, it has such a crazy slope. Anytime I lay her down it wiggles around and squeaks
so she wakes up immediately, if she does stay asleep it's not long until she moves and it probably fe els like an earthquake to her. Its been 3 months and I've tried my hardest to make it work because we don't have the money to spend on a second one but tonight is my last straw. I haaaate this thing. Spend your money on a different bassinet. Save yourself the sleep deprivation and irritation of owning this nightmare of a product. Halo needs to pull this thing from every retail site solely for the fact the slope is a hazard. Rant over. Sincerely, an irritated mom. Read Less

Share | Comments (1) Was This Review Helpful? 2 0

Halo Sleep 12/02/22

Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.

* * *



A **Anna F.** Verified Reviewer 11/23/22

★☆☆☆☆

Slanted / Baby always ends up with face in mesh

This bassinet has caused us issues since day 1. The bassinet is slightly slanted and our newborn ends up with his face against the mesh every night. I have switched him facing different directions and he always ends up against the same side. It seems unsafe and we no longer use it at all.

Share | Comments (1) Was This Review Helpful? 1 0

Halo Sleep 12/02/22

Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.

* * *

Kassie Verified Reviewer 11/27/22

★★☆☆☆

Wouldn't consider safe

This bassinet has a weird angle to it. So baby is always up against the side. Which isn't very safe. Especially once baby starts learning to sleep on side . I first thought maybe it was just me but after reading other reviews on different websites I have discovered it isn't just me.
Baby squished up against the side cannot be safe, even if it's mesh.
Also, man was this thing a pain to put together'! I was almost ready to send it back then!

I do like that it is high enough for my bed. I could go for an adjustment to be just slightly lower .. most bed sides were too short for our bed at the highest setting this one is just a little tall at his lowest setting but it's manageable. Read Less

Share | Comments (1) Was This Review Helpful? 1 0

Halo Sleep 12/02/22

Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.

* * *

Katie Verified Reviewer 12/19/22

★☆☆☆☆

Not Safe!! Bassinet Not Level and Slants Horribly

We received the Halo BassiNest Flex as a baby shower gift and had issues with it from the start. I found it extremely difficult to assemble even after watching the demo video over and over again. Once I finally got the unit together I noticed instantly that the whole thing slants downward towards the side that goes against the bed likely because it's not supported by the legs. It seemed fairly gradual at first and I figured it wouldn't be that big of a deal. Once our baby arrived, however, I noticed that she would always end up rolled towards the bed side of the bassinet and now she's only one month old and weighs less than 10 pounds and the last two nights I've found her with her entire face pressed up against the mesh and with her neck turned down towards the mattress. I literally didn't sleep at all last night panicked that she would end up with her face pressed in between the mattress and mesh. So much for a good night's sleep with this bassinet! All babies are going to move throughout the night so you would think that they would ensure this bassinet could withstand a baby even larger than ours wiggling throughout the night. I was hoping to keep her in it for at least the first 6 months but at this point I'm not sure I feel she's safe enough to keep her in it anymore at all. We tried and tried for this baby and had to undergo several years of infertility treatments to get her so I am not going to use any product that I feel will endanger her. I'm extremely disappointed as I know Halo is supposed to be a top rated baby brand. I will NOT be recommending this bassinet to anyone. I loved the affordability of this bassinet from a supposedly reliable company but just as I suspected when I originally registered for this product it was too good to be true. I will be contacting customer service about my issues and we'll see what kind of response I get. Read Less

Share | Comments (1) Was This Review Helpful? 0 0

Halo Sleep 12/29/22

Thank you for your honest feedback. We're sorry to hear about this experience and would like to discuss this further with you. Please contact customer service to do so.

* * *

Logan H. Verified Reviewer 03/06/23

★☆☆☆☆

Horribly unsafe product

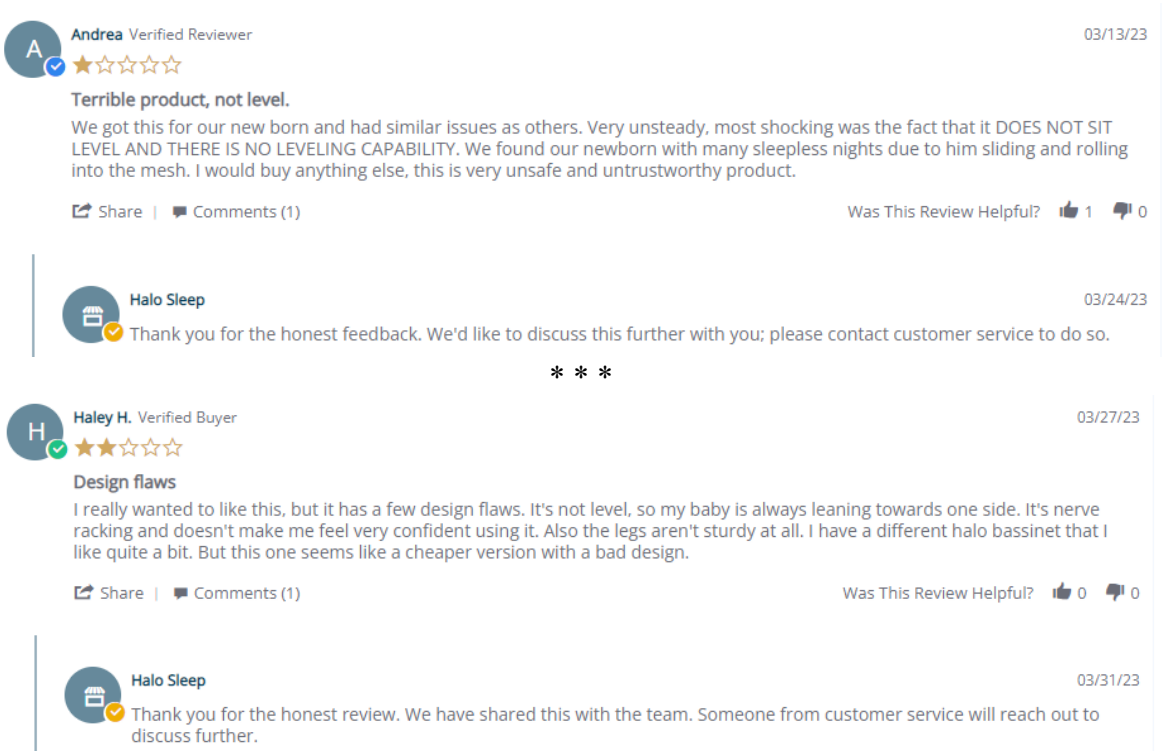
Just bought this product today hoping to get my 10 day old sleeping better, however after I constructed it my baby proceeded to roll over. This isn't supposed to happen until about 4 months so I checked and the entire bassinet was completely out of level. I'm glad she rolled when I was awake because the absolute worst could've happen to her. If I could rate this 0 stars I absolutely would. Read Less

Share | Comments (1) Was This Review Helpful? 1 0

Halo Sleep 03/10/23

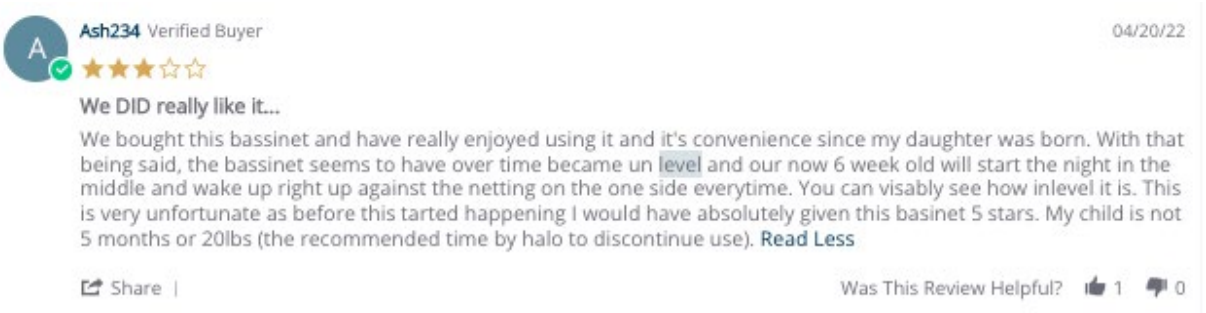
Thank you for your honest feedback. Customer Service should have reached out to speak further with you about your experience.

* * *



* * *

156. Despite responding to the above, HALO declined to respond publicly to the consumer reviews below; however, each of these complaints also report the Tilt Hazard and safety concerns caused by the Defect.[79]



* * *

[79] *Id.*

S **Sharon R.** Verified Reviewer 04/20/23

★★☆☆☆

Constant struggle

First receiving the product it was so difficult to assemble! Being 8 months pregnant, I did not have the strength to attach all the pieces together. Eventually I got it. My baby slept in it wonderfully for a while. My baby is now 2 months old and I noticed the unsupported side tends to be weighed down and my baby finds his face smashed against the mesh after a while. Also the fabric cannot be unattached which makes it hard to keep it clean. We just recently noticed some of his spit ups got under the mattress and wood board and has began to get moldy. These are spit ups from when he's up against the mesh at night. I have tried to remove the wood board for easier access to sanitize and clean the fabric, that was unsuccessful. Aesthetically, nice looking product but not practical at all. Super disappointed with the quality and now I have to figure out where my baby will sleep at night that's not moldy :(Read Less

Share | Was This Review Helpful? 2 0

* * *

A **Amanda C.** Verified Reviewer 04/30/23

★☆☆☆☆

Tilted!!

At first I loved this bassinet until I noticed baby was always smushed to the one side. She was unable to mow throughout the night and turn her had the other way due to the drastic tilt and unlevel sleeping surface giving her a flat spot on the one side. Do not recommend! This should be recalled!

Share | Was This Review Helpful? 2 0

* * *

K **Kate** Verified Reviewer 04/30/23

★☆☆☆☆

Do NOT recommend!!!

This bassinet sits on an angle so baby struggles to turn his head both directions. Doctor actually recommended physical therapy from it. This bassinet made it so one side of my sons neck is tight. His head automatically falls to one side because of the drastic angle. Should be discontinued or recalled.

Share | Was This Review Helpful? 2 0

* * *

E **Eli2023** 05/01/23

★☆☆☆☆

This doesn't sit level

This bassinet is terrible, great idea and easy to assembly but the baby always rolls to the side. This thing does not sit level and the baby always is smushed into the side of the wall. There is a clear design flaw if you read any of the reviews on google they all say the same thing. This feels completely unsafe the reason it probably isn't recalled is because the mesh the baby can still breathe. Absolutely a waste of money. Read Less

Share | Was This Review Helpful? 2 0

* * *

A **Amanda R.** Verified Reviewer 05/02/23

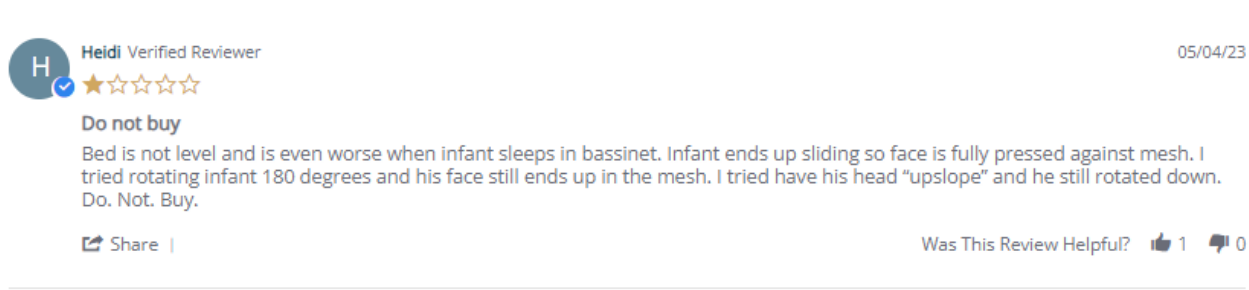
★☆☆☆☆

Slopes to the side.

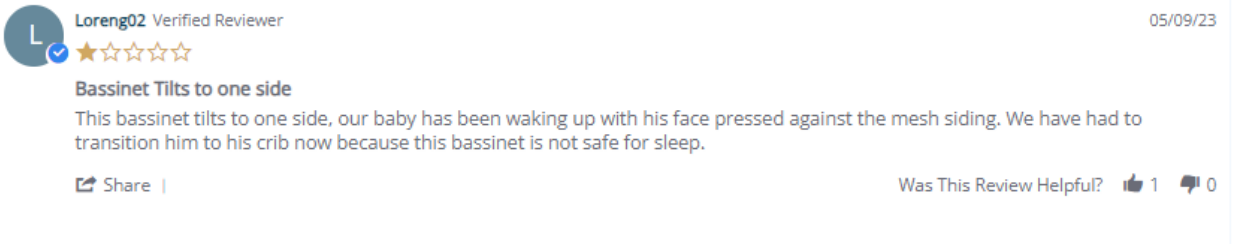
We loved this product at first but after a few weeks we noticed our child was rolling to the open side. Last night I woke up to find him completely wedged between the mesh and the mattress. Not sure how this product hasn't been recalled yet. ABSOLUTELY DO NOT recommend.

Share | Was This Review Helpful? 2 0

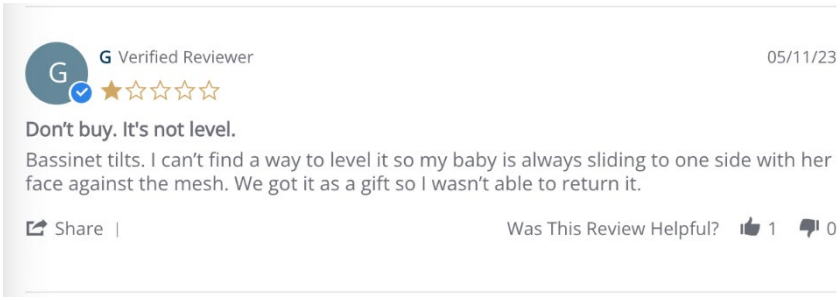
* * *


H
Heidi Verified Reviewer
05/04/23
Do not buy
Bed is not level and is even worse when infant sleeps in bassinet. Infant ends up sliding so face is fully pressed against mesh. I tried rotating infant 180 degrees and his face still ends up in the mesh. I tried have his head "upslope" and he still rotated down. Do. Not. Buy.
Share |
Was This Review Helpful? 1 0

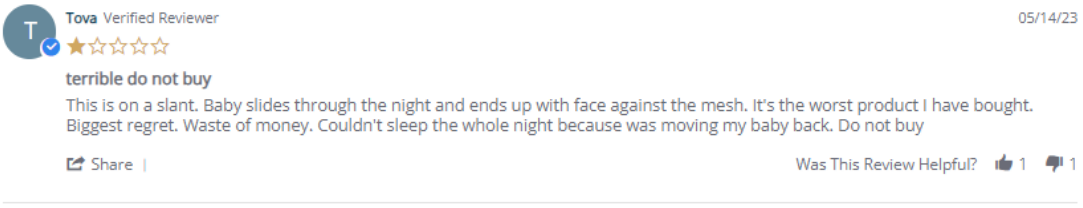
* * *


L
Loreng02 Verified Reviewer
05/09/23
Bassinet Tilts to one side
This bassinet tilts to one side, our baby has been waking up with his face pressed against the mesh siding. We have had to transition him to his crib now because this bassinet is not safe for sleep.
Share |
Was This Review Helpful? 1 0

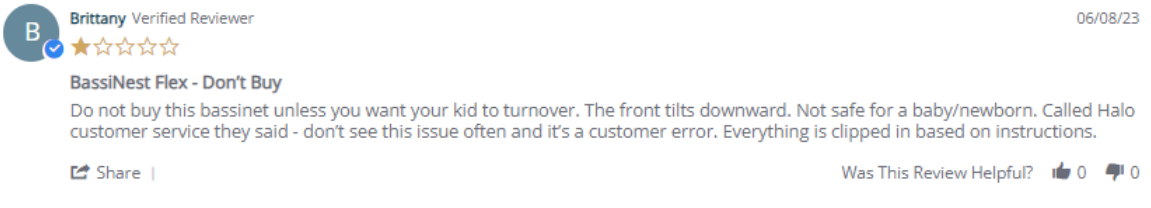
* * *


G
G Verified Reviewer
05/11/23
Don't buy. It's not level.
Bassinet tilts. I can't find a way to level it so my baby is always sliding to one side with her face against the mesh. We got it as a gift so I wasn't able to return it.
Share |
Was This Review Helpful? 1 0

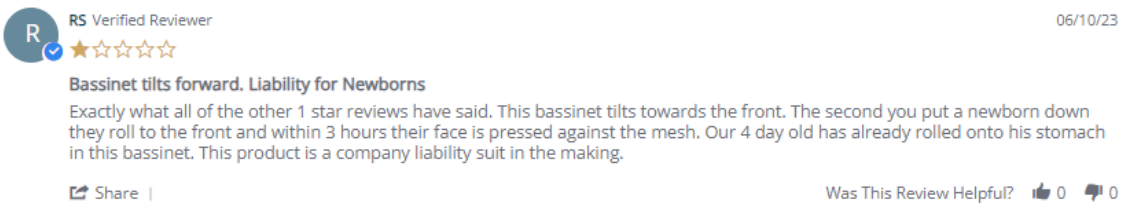
* * *


T
Tova Verified Reviewer
05/14/23
terrible do not buy
This is on a slant. Baby slides through the night and ends up with face against the mesh. It's the worst product I have bought. Biggest regret. Waste of money. Couldn't sleep the whole night because was moving my baby back. Do not buy
Share |
Was This Review Helpful? 1 1

* * *


B
Brittany Verified Reviewer
06/08/23
BassiNest Flex - Don't Buy
Do not buy this bassinet unless you want your kid to turnover. The front tilts downward. Not safe for a baby/newborn. Called Halo customer service they said - don't see this issue often and it's a customer error. Everything is clipped in based on instructions.
Share |
Was This Review Helpful? 0 0

* * *


R
RS Verified Reviewer
06/10/23
Bassinet tilts forward. Liability for Newborns
Exactly what all of the other 1 star reviews have said. This bassinet tilts towards the front. The second you put a newborn down they roll to the front and within 3 hours their face is pressed against the mesh. Our 4 day old has already rolled onto his stomach in this bassinet. This product is a company liability suit in the making.
Share |
Was This Review Helpful? 0 0

* * *

C **Cerise H.** Verified Buyer 06/27/23

★☆☆☆☆

Seemed good at first

I suggest everyone read the 1 star reviews. This bassinet has a slight tilt; the sleeping surface is not level. When my daughter was a newborn she was fine being in this bassinet and I never noticed that it was not level as she was always in the center. However, as she gained weight, she kept sliding over to the left (the side where the legs open outward). The weight limit on this is 20lbs, and my daughter was 12lbs at the time. I would always find her on the left side with her face in the mesh! Just like some of the other reviewers said. I don't think this bassinet is safe and it's very unstable. If she was any heavier or started to roll, I feel like it would tip over. Read Less

Share | Was This Review Helpful? 4 0

* * *

M **Meg** Verified Reviewer 06/30/23

★☆☆☆☆

Not level

I've had this for about four months and thank god I don't use it often, mostly as a changing station downstairs. The bassinet is not level, slopes slightly toward the front, so if my baby takes a nap she's jammed up against the front every time. I was warned about this issue from a friend.

Share | Was This Review Helpful? 3 0

* * *

C **Courtney** Verified Reviewer 07/12/23

★☆☆☆☆

DANGER

It's not level at all!! I didn't realize it until I found my swaddled newborn had rolled to her side, face pressed against the mesh. It has continued to happen no matter how I position her. This is my 3rd baby and never have I ever been so scared of a product. I always follow the sids guidelines and I have so much mom guilt and feel I've lost complete faith in halo. Read Less

Share | Was This Review Helpful? 2 0

* * *

J **Jessica** 08/21/23

★☆☆☆☆

Slanted

This bassinet is not good for safe sleep at all. I am not one to write reviews, but I felt it was needed in this case because this bassinet is NOT SAFE. It is slanted and not level. My baby was rolling to the side immediately when I put her down in it. I put her down after she falls asleep in my arms and this was wayyy before she started rolling on her own. I woke up to her face against the mesh. This bassinet is definitely not level, please don't waste your money or put your baby at risk. Read Less

Share | Was This Review Helpful? 0 0

* * *

L **Lauren** Verified Reviewer 08/29/23

★★☆☆☆

Bassinet tilts / not level

My baby rolled in the bassinet wearing a swaddle at only 5 weeks old. We graduated her to sleep sacks but see now that the rolling is because of the extreme slant of the sleep surface. She wakes up pressed against the mesh because of this, and as a result the mesh is stretched out and loose. Loved this at first with the newborn insert, but now I question the safety of the product. She's around 11-12 pounds now. Read Less

Share | Was This Review Helpful? 0 0

157. Additionally, at least five consumers have reported the Tilt Hazards and safety concerns caused by the Defect to CPSC on saferproducts.gov. HALO has responded to at least two of the incident reports. Included below are the "Incident Details" for all five CPSC reports as well as HALO's two responses.

Incident Details

Incident Description: I purchased the Halo Bassinest Flex sleeper for my newborn. This bassinest is rated for infants up to 20lbs or 5 months of age. For the first 2 months, my child slept in the certified infant insert for the bassinest. We noticed a major problem after our baby grew out of the insert. Once we removed the insert, we noticed that our baby would be wedged against the side wall fabric of the bassinest when we would wake up. At first, we thought that maybe it was just due to normal movement during the night. This was not the case and it continued to get worse. I was concerned enough while looking at the bassinest that I tested the product using a level. The feet of the bassinest were on level ground as confirmed by the level. That was not the case when I placed the level in the bottom of the sleeping surface of the bassinest. Even with no weight in the bassinest, it was significantly unleveled and angled downward away from the frame (the side our baby was constantly pressed against). Our baby was 2 months old and less than 10 lbs, less that half of the rated weight/age. We contacted Halo customer support and relayed this information. We were told to 'discard the defective product as soon as the replacement arrived.' Within 2 weeks of using the replacement Flex bassinest, the same exact issue occurred. Without weight in the bassinest, there was a significant tilt to the bottom of the sleeping space. During use of the second bassinest flex, our baby was around 3 months old and just over 10 lbs. Again, not anywhere close to the rated weight/age for the product. We contacted Halo again about the replacement also being defective. There are also multiple reviews across shopping platforms ([REDACTED] and halo) that also state the same issue with their bassinest. Luckily for us, we were able to stop using the product before any injuries occurred to our baby. There is definite risk of suffocation, due to the fact that our baby was pressed up against the side wall fabric or into the corner between the sidewall and base of the sleeping space. It was also possible that they could have suffered from a fall since their weight was pressed against sidewall mesh fabric that likely is not intended to support the entire weight of a baby.

Incident Date: 4/22/2022

Incident Location: Home/Apartment/Condominium

[80]

* * *

[80] Consumer Report Number: 20220602-E2D09-2147355834, SAFERPRODUCTS.GOV, https://www.saferproducts.gov/PublicSearch/Detail?ReportId=3766490 (last accessed December 20, 2023).

Incident Details

Incident Description: While using the HALO Baby Flex BassiNest, it was never quite level and my baby always seemed to roll to one side. There were many times that I woke up to my baby's face pressed against the mesh lining because he had ended up rolling to that side. This all happened prior to my baby being able to roll over, so I know it was due to the fact that the bassinet is not level.

Incident Date: 10/20/2022

Incident Location: Home/Apartment/Condominium [81]

* * *

Incident Details

Incident Description: Halo Bassinest flex portable bassinet. It leans at an angle that encourages babies to roll over. I have found others reporting this same issue online. I found my baby rolled onto her side after placing her in this bassinet for a nap several times. I then noticed it has a lean after placing a level onto its surface. I confirmed the floor it was resting on however was level. I also confirmed it is assembled properly as per instructions I received after contacting the manufacturer.

Incident Date: 12/30/2022

Incident Location: Home/Apartment/Condominium [82]

Comments from the Manufacturer/Private Labeler

Halo Innovations: HALO always puts safety first and will take time to review and investigate each incident report made to us directly or through the CPSC. We have previously been in contact with the consumer who submitted this report and will use this information to ensure others do not have this same experience.

* * *

Incident Details

Incident Description: My bassinet my son was sleeping in this morning (3am) he fell between the netting and mattress into a hole in the bassinet and woke us up crying stuck. Product being used: Halo Innovations BassiNest Flex Bassinet. Who was using the product: my son How we're the products being used: In the correct way for safe sleep. No injuries.

Incident Date: 3/5/2023

Incident Location: Home/Apartment/Condominium [83]

Comments from the Manufacturer/Private Labeler

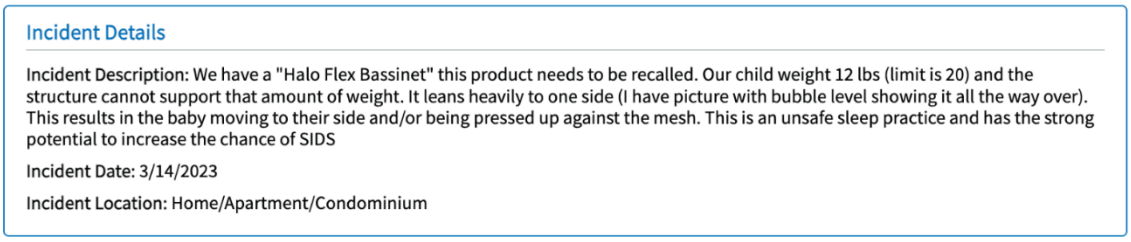
Halo Innovations: HALO always puts safety first and will take time to review and investigate each incident report made to us directly or through the CPSC. We have been in contact with the consumer who submitted this report and are reviewing information about this incident and the product to ensure others do not have this same experience.

* * *

[81] Consumer Report Number: 20230221-00ABD-2147349598, SAFERPRODUCTS.GOV, https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4113956 (last accessed December 20, 2023).

[82] Consumer Report Number: 20230123-4E692-2147351224, SAFERPRODUCTS.GOV, https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4077387 (last accessed December 20, 2023).

[83] Consumer Report Number: 20230305-4198E-2147349004, SAFERPRODUCTS.GOV, https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4129793 (last accessed December 20, 2023).



Incident Details

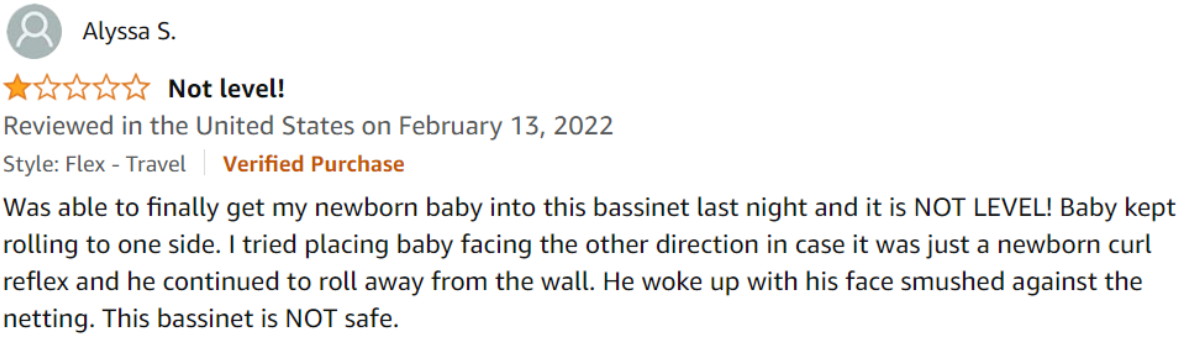
Incident Description: We have a "Halo Flex Bassinet" this product needs to be recalled. Our child weight 12 lbs (limit is 20) and the structure cannot support that amount of weight. It leans heavily to one side (I have picture with bubble level showing it all the way over). This results in the baby moving to their side and/or being pressed up against the mesh. This is an unsafe sleep practice and has the strong potential to increase the chance of SIDS

Incident Date: 3/14/2023

Incident Location: Home/Apartment/Condominium

[84]

158. Consumers have also posted reviews on Amazon.com reporting the Tilt Hazard caused by the Defect and ultimately result in infants rolling. Included below are numerous reviews, including some with photos.[85]



Alyssa S.

★☆☆☆☆ **Not level!**

Reviewed in the United States on February 13, 2022

Style: Flex - Travel | **Verified Purchase**

Was able to finally get my newborn baby into this bassinet last night and it is NOT LEVEL! Baby kept rolling to one side. I tried placing baby facing the other direction in case it was just a newborn curl reflex and he continued to roll away from the wall. He woke up with his face smushed against the netting. This bassinet is NOT safe.

[84] Consumer Report Number: 20230424-1C70F-2147347919, SAFERPRODUCTS.GOV, https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4129793https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4184864 (last accessed December 20, 2023).

[85] *HALO BassiNest Flex Reviews,* AMAZON.COM, https://www.amazon.com/product-reviews/B09LFFZLRG/ref=acr_dp_hist_1?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews#reviews-filter-bar (last visited December 20, 2023).

* * *

Matt

★☆☆☆☆ **Unsafe**

Reviewed in the United States on May 20, 2022

Style: Flex - Travel

The gap between the sleep surface and the side netting is large enough for my newborn son to fit in. The attached pictures shows this and I realized this issue because my son decided to test it out. I have three other children and we had to change sleepers as the one we always used was recalled (can't figure out why) and now we have one with true safety concerns. Yes, you could line the sleep surface with blankets but that too can be unsafe. Halo refused to post my review on their website. 0 stars would be more accurate.


* * *

Lanna

★☆☆☆☆ **UNSAFE! Should be recalled before the worst happens**

Reviewed in the United States on June 2, 2022

Style: Flex - Travel

There's no way this product should legally be able to be sold. If Halo has any sense of decency, they would recall this bassinet. My son, who is barely 10 lbs (manual says 20 max) and not showing any signs of rolling, had his head wedged between the mesh side and the mattress, which has a gap. At first, I thought it was just a newborn curl, but I placed him at the end where it attaches to the base. He ended up back in the same spot. I took a look at the whole thing, and it is lopsided by poor design. I was hoping to transition him to his crib slowly, but now I gotta toss this and put him in his crib and stop room sharing cold turkey. I feel really bad that I had someone spend money on a product I have to stop using prematurely.


* * *

Amazon Customer

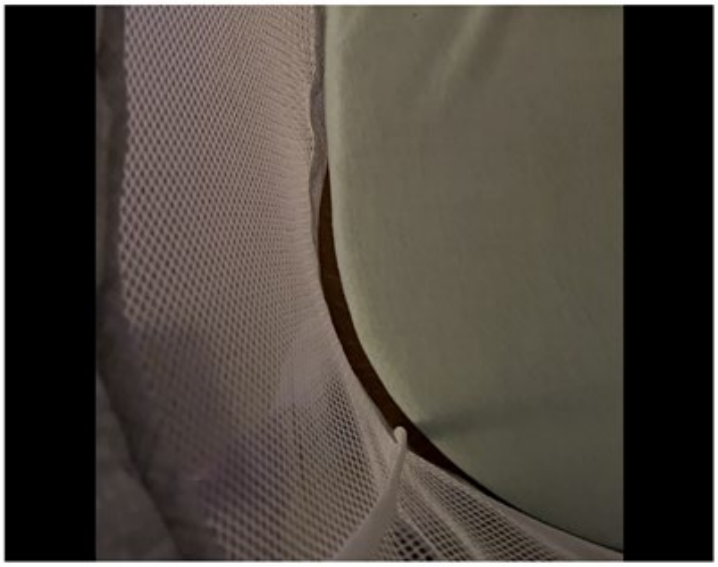
★☆☆☆☆ **Tilt**

Reviewed in the United States on June 22, 2022

Style: Flex - Travel | **Verified Purchase**

The reviews reporting a tilt are true at least in the case of my baby bed. It is a solid construction with a thicker mattress pad than other beds but the tilt is just a deal breaker. I only put baby in for a short time because as soon as I come back they are crying with face squished against the mesh walls. The walls are very flexible and the weight (6lbs) stretches the fabric where the baby is actually off the platform and kind of hanging over the side. This bed is a total letdown.

* * *



Emily Keating

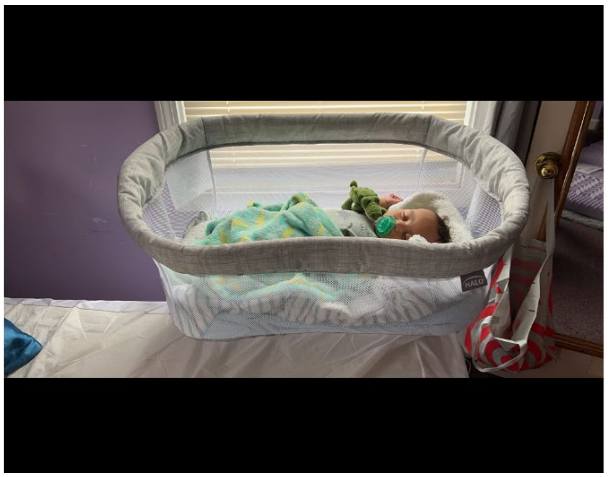
★★☆☆☆ **Mattress too small, bassinet leans!**

Reviewed in the United States on July 27, 2022

There are gaps where the mattress does not fit snugly into the bassinet. And because the bassinet leans, my baby ends up with her face pressed into the mesh siding, and, even worse, completely hanging over the edge of the bassinet, supported only by the mesh! Super dangerous! I expected more from Halo!

Images in this review

* * *



Jacquelyn Souza

★★★★★ **Shaky**

Reviewed in the United States on September 5, 2022

As it does go over my bed if I don't put like a blanket of something under it my son will roll to the unsupported side and it's very shaky which makes me nervous.

Images in this review

* * *

Ben

★☆☆☆☆ **NOT SAFE, NOT LEVEL**

Reviewed in the United States 🇺🇸 on September 6, 2022

Style: Flex - Travel | **Verified Purchase**

NOT SAFE, The bassinet isn't level once assembled so your baby rolls to the side and gets their face stuck in the side crack. Not safe at all for sleeping as the baby immediately rolls onto their face. Terrible product.

* * *

Amazon Customer

★☆☆☆☆ **NOT SAFE**

Reviewed in the United States 🇺🇸 on September 16, 2022

Style: Flex - Travel

Do not buy. This is not safe for your baby. I woke up and my baby had her arm wedged/stuck under the wooden slab that holds the baby up. She was being held up by the mesh only. RIDICULOUS! It is not level and baby will always slide to one side. I hope you see this review and don't buy this bassinet. It's not safe. I don't know how it's still on the market!! Shame on halo.

* * *

Lauren

★☆☆☆☆ **Not level at all. Very unsafe.**

Reviewed in the United States 🇺🇸 on September 17, 2022

Style: Flex - Travel

My 7lb newborn was laid in this as soon as we got home from the hospital and immediately rolled to one side. I refuse to let her sleep in this. Absolutely horrible bassinet. Mesh or not being all the way around this should not be sold.

* * *

Stanford Huynh

★☆☆☆☆ **Design flaw - baby slides into the mesh**

Reviewed in the United States 🇺🇸 on September 22, 2022

Style: Flex - Travel

Don't buy it. There is a design flaw where the bassinet and baby's weight is not supported well, and he will slide into the mesh. Terrible product

* * *

Alex K.

★☆☆☆☆ **Major design flaw - on a slant**

Reviewed in the United States 🇺🇸 on September 29, 2022

Style: Flex - Travel | **Verified Purchase**

I was excited to get this bassinet from the great reviews and nice price. I'm so disappointed in the product. It is completely slanted. Baby slides down throughout the night and wakes up with face and mouth pressed against the walls. It is OK because it is mesh, but it is not ideal at all. I would NOT recommend it to anyone and I totally regret this purchase. I wake up multiple times in the night to move the baby back to the middle of the bassinet, just for her to slide down again. There are way better options out there, and I wish I had bought anything else. I'm considering buying something new at this point. Terrible design.

* * *

Megan

★☆☆☆☆ **Baby falls to the side**

Reviewed in the United States 🇺🇸 on October 7, 2022

Style: Flex - Travel | **Verified Purchase**

We should all be able to get our money back. This is crazy. My baby falls to the side of the bassinet every time! It's not level!

* * *

Lixia Lee

★☆☆☆☆ **Missing the most basic function**

Reviewed in the United States 🇺🇸 on January 14, 2023

Style: Flex - Travel

The product (flex version) ticks all the fancy add-on features whilst forgetting the most basic function for a bassinet is - creating a dlat surface for baby to sleep on!
The product description said supporting up to 5 nmmonths baby, but our baby boy is only five days old (less than 7lbs) and now already starting to always roll to the side that does not have support arm. It is a disastrous industrial design!
Do not waste yoyr money on this. Find something simple and more reliable, and safer.

* * *

Andrew Cole

★☆☆☆☆ **Not for sleeping. P.O.S.**

Reviewed in the United States 🇺🇸 on January 18, 2023

Style: Flex - Travel | **Verified Purchase**

Instructions were a joke. It was a pain to put together. My baby rolls to one side up against the side since it doesn't sit level. It's hard as a rock and baby won't sleep for more than five minutes. Your baby shouldn't wake up crying when you lay them down in it. For what it cost I DO NOT RECOMMEND. Extremely disappointed!

* * *

Michelle Kimball

★☆☆☆☆ **SIDS risk - don't buy!**

Reviewed in the United States on February 17, 2023

Style: Flex - Travel

This bassinet is not safe - We registered for it about 9 months ago. I set it up while very pregnant, it wasn't an issue, I didn't have trouble like other reviewers are stating. I didn't notice the tilt at first, but I did notice my little one was squished into the mesh a lot when we'd wake up, I sort of thought it was sweet she wanted to be closer to me, but she can't move much swaddled at 2 months, so I don't know what I was thinking in hindsight. Now, she's 4 months old and only 12lbs and it has a HORRIBLE slant, the level in the photo is MAXED out it's so unlevel... She reached neither the weight capacity the company states (25lbs) or the age limit on this bassinet, it's just a very bad product. Which, SIDS recommendations are that you sleep with your baby in the same room for 6 months at least, they couldn't even make a product that aligned with the standard safety guidelines, why would I think they would make it safe for even the 5 months they rate it for... I'm really sad I wasted money on this. PLEASE recall this item so babies aren't put at risk!!

* * *

Zach

★☆☆☆☆ **The basket tilts**

Reviewed in the United States on March 7, 2023

Style: Flex - Travel | **Verified Purchase**

When our newborn started sleeping in this, she kept ending up with her face in the side net. The basket tilts on the opposite side of the support.

* * *

skepticize

★☆☆☆☆ **Design flaw - it slants and is unsafe**

Reviewed in the United States on March 10, 2023

Style: Flex - Travel

This product slopes toward the unsupported bed side. My baby literally slides down and when I wake she has her face in the mesh side. This is something that has been slowly worsening with use. Product is rated up to 5 months or 20lbs. My daughter is 12lbs/2 months and this is unusable. This is completely unsafe.

* * *

Cailyn bass

★☆☆☆☆ **Do not buy**

Reviewed in the United States on March 13, 2023

Style: Flex - Travel | **Verified Purchase**

The bed tilts down which causes baby to roll.
The mattress pad they recommend is too small which causes the hard piece of wood underneath to show and leaves gaps in between mattress and mesh.
Waste of money!!!

* * *

Jim

★☆☆☆☆ **Product slants**

Reviewed in the United States on April 2, 2023

Style: Flex - Travel | **Verified Purchase**

We received the bassinet and noticed that the base where the baby lays is not even and slants downward. When we brought the baby home we found it was even worse such that it caused him to roll onto his side into the mesh side of the wall. Didn't feel safe having him in the bassinet so had to run to the store to get a different one.

* * *

Wiseguy

★☆☆☆☆ **Baby rolls to edge/into mesh**

Reviewed in the United States on April 5, 2023

Style: Flex - Travel

The bassinet is tilted and my baby (7 weeks and 9lbs) has been rolling into the mesh since she was a couple weeks old. It looks like others have had the same problem based on other reviews. I would not but again as the baby's face gets smooshed into the mesh every time we use it.

* * *

Ashley C

★☆☆☆☆ **Sending this back immediately**

Reviewed in the United States on April 13, 2023

Style: Flex - Travel | Verified Purchase

Through two kids and endless pieces of baby furniture and equipment, this was by far the most difficult to assemble baby item I've ever encountered.

The instructions were completely useless and I have no idea how anyone would even begin to travel with this monstrosity. You are definitely going to lose your patience putting this thing together, doing it multiple times is out of the question.

As soon as I calm down, back in the box this sucker goes.

DO NOT BUY!!!!

Oh and the bed side of the bassinet slants, so yeah, your baby is going to roll.

Jesus, this is an awful product!!!!

* * *

View Image Gallery

WenS

★☆☆☆☆ **Tiene un desnivel**

Reviewed in the United States on April 23, 2023

Pésima compra , tiene un desnivel hacia el frente el bebé se va de lado. No lo regresamos por que desechamos la caja por error

Images in this review

* * *

MG

★☆☆☆☆ **Surface not flat, makes baby slide to the edge. Poor quality particule wood and mattress**

Reviewed in the United States on April 29, 2023

Style: Flex - Travel | Verified Purchase

Very disappointed. Can't leave my newborn to sleep in it as after just one hour, the baby (sleeping on his back) has fully slided to the side with his face in the mesh side. Baby doesn't even move a lot yet as only a month old. We checked with a leveler and indeed, bed is not flat. Also, the included mattress smells really plasticky and not comfortable. I ordered the breathable one separately and it's much better - why include something not good for the baby in the first place?! The particule wood plank smells like chemical, and thinking it's just below the baby's head - could use better quality material. Finally, there are only 2 options for the bed heights. It wasn't obvious in the website description, and the lowest setting is still pretty high - make sure to pay attention to this detail.

One person found this helpful

Helpful | Report

* **

JS

★★☆☆☆ **If you skip this step it won't be level**

Reviewed in the United States on June 17, 2023

Style: Flex - Travel

We encountered a serious safety issue with this bassinet where our infant ended up wedged against the side mesh with his face pushed into it multiple times after sliding from one side to the other. This poses a suffocation risk, especially for larger infants who can move more easily. There is a real possibility of an infant sliding or rolling out of the bassinet given the lack of structural security.

There is a piece meant to provide tension and structure that must be pulled tightly down, but this is Step 7 in the assembly instructions and not at all intuitive. Halo should add additional locking mechanisms to properly secure this piece and prevent sliding/rolling, as well as clearly label it to indicate it must be pulled tightly, ideally with permanent marking. Failure to do so could warrant investigation into safety standards violations by the CPSC, given the hazard of infants shifting and becoming trapped against or escaping the sides.

The assembly directions overall are poorly executed, lacking the level of detail and clarity provided by other products (even IKEA furniture is somehow better). In aiming for simplicity, Halo made the instructions confusing and inadequate.

The CPSC requires bassinets to have rigid, sturdy sides, floors and frames that prevent hazardous shifting around, sliding out or becoming entrapped for infants that meet the stated size/weight limits. Especially for products with lower maximum weights like this one (20 lbs), more advanced mobility is less of a factor, but structural security and stability is still essential to prevent injury. This bassinet fails to meet a number of these safety standards for ensuring infants remain properly supported and contained within the recommended size range.

* * *

Aarti

★☆☆☆☆ **Unsafe.**

Reviewed in the United States on June 29, 2023

Style: Flex - Travel | **Verified Purchase**

This is unsafe, as it inclines towards one side. There is risk of baby rolling over. No safe. I wish I could return this. Never used it.

* * *

Very dissatisfied. It is not level so therefore my baby just slides to one side!

★☆☆☆☆ **Not the best**

Reviewed in the United States on July 15, 2023

Style: Flex - Travel | **Verified Purchase**

Very uneven and your baby slides to one side! I would not recommend.

* * *

Natalie

★★☆☆☆ **Not for bigger babies**

Reviewed in the United States on July 25, 2023

Style: Flex - Travel

We ordered this for our newborn to be used as our main bedroom bassinet and travel bassinet. The structural design is poor as there is no support on one side and the bassinet does not remain flat. Our baby at 3 weeks old kept sliding to one side and smashing his face against the mesh side. We have a bigger baby (over 9lbs at birth) and are already needing to return this and order a new bassinet at 1 month old.

Helpful | Report

* * *

Hannah C

★☆☆☆☆ **Not level- danger**

Reviewed in the United States on August 28, 2023

Style: Flex - Travel | **Verified Purchase**

After less than a month with this bassinet, I am having to order a different one due to the high risk for injury of my infant.
On night one, I attributed my infant ending up at the front side of the bassinet to him wiggling. While observing him sleep, I notice a tendency for him to wiggle with actual rolling down towards front of the bassinet. My baby ended up smushed up against the mesh on the front of the bassinet. This bassinet is unlevel and unable to be fixed with adjustments or reassembly of the item.
I do not recommend this bassinet for safety concerns related to its unlevel bed and risk for injury to child.

* * *

Iman

★☆☆☆☆ **Has a tilt**

Reviewed in the United States on September 10, 2023

Style: Flex - Travel

The bassinet is a good space saver and easy to transport from room to room but the push down side is not really functional and it has a tilt to it which makes my baby roll up against the mesh side. Don't get it, not worth the space saver.

* * *

Samantha Glass

★☆☆☆☆ **unsafe**

Reviewed in the United States on September 19, 2023

Style: Flex - Travel

I recieved this as a baby shower gift and have since bought a new bassinet because this is unsafe. this bassinet is slanted, my baby continued to wake up on his side with his face against the mesh wall. I took a level and put it in the bassinet and it is uneven. I am concerned this is a suffocation and safety issue.

* * *

Jack

★☆☆☆☆ **Halo Bassinet is not level and is significantly tilted. Buyer beware!**

Reviewed in the United States on November 11, 2023

Style: Flex - Travel

Terrible product and is not level. Our 1-week hold flipped to his belly. Extremely dangerous!

* * *

159. On Target.com, 23 % of the consumer reviews rated the BassiNest Flex with only 1 star and further, it is rated 2.1 stars out of 5 stars for safety.[86] Numerous Target.com consumers reported the Tilt Hazard caused by the Defect. HALO has responded to a number of these complaints, again thanking them for the feedback and suggested reaching out to customer service. A sample of these reviews are included below.[87]

Dangerous product and bad sleep

★☆☆☆☆ ⊗ **Would not recommend**

Pastalover2 - 1 year ago

Baby slept horrible in this so we stopped using it. Baby was only a few days old and was rolling towards the right of the bassinet. I think this may have been the issue as to why she wasn't sleeping well. This is a dangerous product.

1 reply from HALOSleep team - 1 year ago

Thank you for your honest feedback. We would love to address this directly with you. Please contact HALO Customer Service in order to do so.

[86] https://www.target.com/p/halo-innovations-bassinest-flex-sleeper/-/A-83703602 (last accessed December 20, 2023).

[87] *Id.*

* * *

Do not purchase - tilted to one side

★☆☆☆☆ | Would not recommend

New mom - 10 months ago

This bassinet is not safe! It tilts to one side and baby keeps rolling over to the side of the bassinet ! You should not buy this product!!

* * *

Terrible slant. Dod not buy.

★☆☆☆☆ | Would not recommend

sek - 9 months ago

Could not hate this thing more. It's awkward shape is always in the way but worse than that my baby sleeps terribly in it. Like all the other reviews have stated, the bed has a visible slant. I'm woken up several times a night by my baby with his face in the mesh because he has slid all the way down closest to my bed. I can't believe they are even still selling this product! Wish I could send this thing back and get my money returned. Do NOT buy this bassinet.

* * *

Horrible

★☆☆☆☆ | Would not recommend

SC - 9 months ago

Horrible and dangerous!! It needs to be recalled!! It tilts to one side and my baby would always roll and get stuck in the mesh and even fell through the gap and got stuck twice!!

* * *

Horribly Unsafe Product

★☆☆☆☆ | Would not recommend

- 7 months ago

Just bought this product today hoping to get my 10 day old sleeping better, however after I constructed it my baby proceeded to roll over. This isn't supposed to happen until about 4 months so I checked and the entire bassinet was completely out of level. I'm glad she rolled when I was awake because the absolute worst could've happen to her. If I could rate this 0 stars I absolutely would.

1 reply from HALOSleep team - 7 months ago

Thank you for the honest feedback. Someone from our customer service team has reached out to discuss this further.

* * *

Not level

★☆☆☆☆ | Would not recommend

Jessica t - 7 months ago, Verified purchaser

I'm disappointed in this bassinet. The first night we used it for my baby, my baby kept rolling to the side. Come to find out that the bassinet isn't level which causes a dangerous situation and risk of suffocation if my baby were to roll over without me noticing or when I am asleep and can't adjust him.

1 reply from HALOSleep team - 7 months ago

Thank you for the honest feedback. We've shared this with the larger team.

* * *

Do not recommend

★☆☆☆☆ | Would not recommend

EGM - 7 months ago, Verified purchaser

Not leveled Do not recommend buying this not safe for babies at all ! Only adjusts to 2 heights. Very wobbly as well. My baby slides due to it being higher on one side versus the other & her face hits the white net part.

1 reply from HALOSleep team - 7 months ago

Thank you for the honest feedback. We've shared this with the larger team.

* * *

Horrible! Not safe!

★☆☆☆☆ | Would not recommend

sa - 6 months ago

I hate this thing! It is not level so it causes baby to slide into the edge mesh, waking them up! NOT safe for sleep, could easily cause baby to roll on to their face.

1 reply from HALOSleep team - 6 months ago

Thank you for the honest feedback. We'd like to speak with you directly. Please contact HALO customer service to do so.

* * *

Do not recommend!!

★☆☆☆☆ | Would not recommend

Kate - 6 months ago

The bassinet sits on an angle and has actually caused my baby to favor one side of his head. He can only (easily) look left. His doctor recommended physical therapy because of it. We had to go buy a pack and play for our son so he has something level to sleep on and can work on turning his head both directions.

* * *

Save your money

★☆☆☆☆ | Would not recommend

griffinandy2020 - 5 months ago

Like everyone else said, the bassinet slopes and my baby is always pressed against the mesh causing him to wake up crying. I'm not sure how something like this can still be on the market. Save your money. It's big, awkward, and not safe for your little one.

1 reply from HALOSleep team - 5 months ago

Thank you for the honest feedback. We have shared this with the HALO team.

* * *

This Ain't It Y'all!

★☆☆☆☆ | Would not recommend

ItsBazey - 5 months ago

This is a terrible product and I'm not even sure how it passed inspection. Pay the extra money for the Luxe - do not try to save money on this one! It is unevenly supported so your baby will roll into the mesh, causing it to be lopsided much before nearing the weight limitation. After daily use, this is bound to cause muscle strain issues in the neck, back, shoulders for your little one. I'm a Doula and this product is so bad I specifically tell my clients not to purchase it.

* * *

Unsafe and unlevel

★☆☆☆☆ | Would not recommend

Meli6789mc - 4 months ago, Verified purchaser

If I could give this thing negative stars I would. It's horrible and unsafe for babies. It's a death trap waiting to happen. This product needs to be recalled

* * *

Big slope, not recommended

★☆☆☆☆ | Would not recommend

Dragon Mamma - 3 months ago, Verified purchaser

The size is great, but that's the only thing. There is such a big slope to the front that my infant didn't like sleeping in it. Would not recommend

* * *

Not safe / slanted

★☆☆☆☆ | ⊗ **Would not recommend**

Lilleroonie - 2 months ago

This is unsafe. It slants to the side and my baby rolled in it all the time. I finally got out a level and it was way off. Do not purchase.

1 reply from HALOSleep team - 2 months ago

Thank you for the honest feedback. Please contact HALO Sleep customer service as we'd like to discuss further.

* * *

dangerous

★☆☆☆☆ | ⊗ **Would not recommend**

tosh - 2 months ago

do not buy this. it isn't level, i thought my baby was learning to roll over. then i noticed it was only one side so i flipped her the other way and towards the front she went. not worth it, you will not have peace of mind with this!

* * *

Do not buy!

★☆☆☆☆ | ⊗ **Would not recommend**

Stillwater - 8 days ago

Terrible to put together. Bassinet is not level. Mattress PAD is extremely thin. Overall terrible product.

.

160. Additionally, consumers have posted similar reviews on Walmart.com rating the BassiNest Flex at 1 out of 5 stars.[88] A selection of four reviews are included below.

[88] *Halo BassiNest Flex;* WALMART.COM, https://www.walmart.com/reviews/product/881191673?filter=1&sort=submission-asc (last accessed December 20, 2023).

★☆☆☆☆ 6/20/2022

SIDS risk

I have been using the Halo Flex for about 2 months. Over the past month I noticed my baby would wind up stuck, on her side, with her face pressed against the mesh lining on the end opposite the feet/legs. I checked the bassinet and realized it was NOT level. The side that is not supported by the legs/feet is lower and therefore the bassinet slants downwards, causing the baby to roll and get stuck at one end. Yesterday she rolled completely over onto her face on that side of the bassinet. She was swaddled (and cannot roll over on her own) so you can imagine I was extremely concerned. She is only 10 lbs and under the weight limit of 20 (& the rolling has been occurring for a few weeks - so she weighed even less when this started) and I do not lean on that side to remove my baby - so we are not putting excessive strain on that end to encourage slanting. It is possible I've received a defective one, but have read other reviews where this has been an issue.

See less

RM327

0 0

Originally posted on **Halo Sleep**

Supplier Response

Thank you for leaving this review - and we're sorry to hear about any distress you experienced. Safe sleep is our number 1 mission so we'd like to connect further. Please contact customer service so that we can address this with you directly. customerservice@halosleep.com

See less

* * *

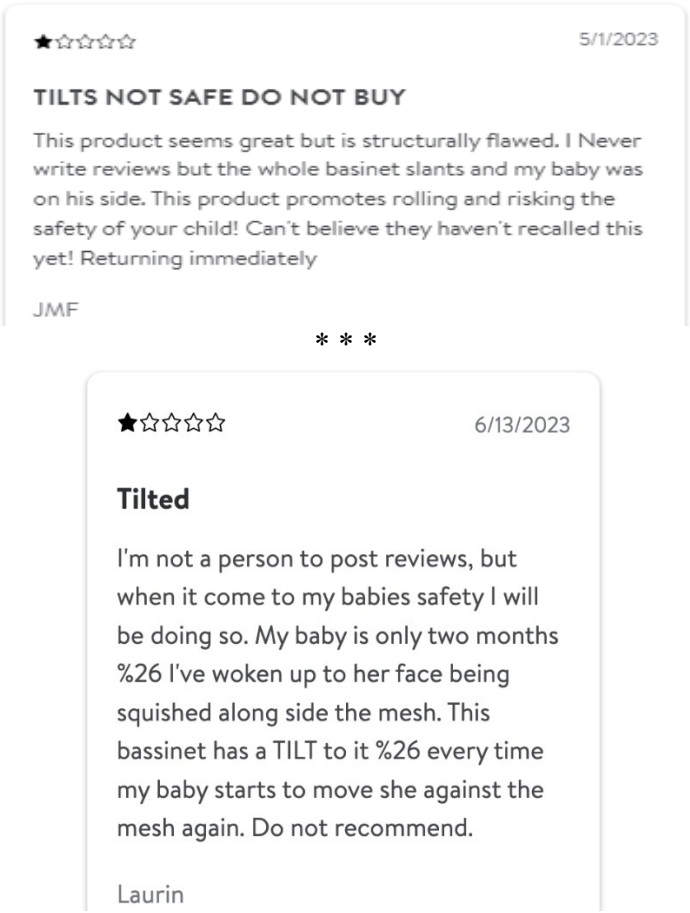
★☆☆☆☆ Verified Purchaser 7/1/2022

Not safe for baby

Like one other recent reviewer, I feel like this bassinet is a huge SIDS risk. I too have a 10 lbs baby, 1.5 months, who can not roll over on her own but have multiple times now woken up to her on her side face firmly pressed into the mesh! She is swaddled so this is a big issue. We placed her in the bassinet with a level and it was NOT level. The way this bassinet is supported my legs only on one side is a stupid design. DO NOT PURCHASE THIS! I will be contacting the company directly as well.

Melissa

* * *



★☆☆☆☆ 5/1/2023

TILTS NOT SAFE DO NOT BUY

This product seems great but is structurally flawed. I Never write reviews but the whole basinet slants and my baby was on his side. This product promotes rolling and risking the safety of your child! Can't believe they haven't recalled this yet! Returning immediately

JMF

* * *

★☆☆☆☆ 6/13/2023

Tilted

I'm not a person to post reviews, but when it come to my babies safety I will be doing so. My baby is only two months %26 I've woken up to her face being squished along side the mesh. This bassinet has a TILT to it %26 every time my baby starts to move she against the mesh again. Do not recommend.

Laurin

161. Further, HALO knew or should have known about the safety concerns regarding infants rolling in bassinets with cantilever designs, which have been recognized by the child products industry, including the CPSC, as problematic and potentially dangerous. [89]

162. On December 7, 2021, the staff members of the CPSC wrote a letter to the ASTM Subcommittee Chair for Bassinets reporting "incidents involving bassinets with a cantilever design, in which infants reportedly rolled into the side of the product, or into a prone position" occurring from 2016 to the present and including at least four deaths from 209 to present. [90]

[89] CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, CPSC.gov, https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS (last visited December 20, 2023).

[90] *Id.*

163. CPSC Staff members further reported that these "incidents suggest that the sleep surface may tilt and cause an infant, during normal sleep movements, to roll from a supine to a side-lying position into the side of the product, or into a prone position, earlier than developmentally expected." [91] Additionally, it was reported that "Bassinets with cantilever designs may allow flexibility in the sleep area." [92] Staff observed that cantilevered bassinets "can move and bounce in a manner that is unlike traditional bassinets with four legs."

164. Notably, the Staff expressed that they were "concerned that a child who is moving his/her arms and legs in the product may create enough movement to cause the sleep area to further tilt side-to-side and/or head-to-toe. This may increase the likelihood that a child can roll unexpectedly from a supine to a side lying or prone position." [93]

165. Per the CPSC staff's request, the Subcommittee on Bassinets formed a task group to review these incidents and potential performance requirements. According to the CPSC staff's 2022 Annual Voluntary Standards Tracking and Access Report, the staff "provided data on cantilever bassinets ..., participated in task group meetings on ... performance requirements, provided feedback on the agency's position for improving safety for these products [and] prepared a briefing package for Commission consideration on the revision to the standard published in ASTM 2194-22e1."[94]

166. In conjunction with HALO's vast experience with infant sleep products, including designing and selling the entire BassiNest line, these facts and complaints illustrate that HALO knew or should have known of the Defect.

---

[91] *Id.*
[92] *Id.*
[93] *Id.*
[94] CPSC staff's Fiscal Year 2022 (FY 2022) Annual Voluntary Standards Tracking and Access Report, https://www.cpsc.gov/s3fs-public/FY22AnnualVSTAR_final.pdf?VersionId=SWCtVQ6N8RNixNgc.8_pxzcifOQyd5sX (last visited December 20, 2023).

167. HALO has a duty to disclose the Defect and to not conceal the Defect from Plaintiffs and Class Members. HALO's failure to disclose, or active concealment of, the Defect places Plaintiffs and Class members' infants at risk of serious injury and/or death.

168. HALO is currently still selling the defective BassiNest Flex, concealing the Defect, failing to notify consumers of the Defect, and failing to recall the Products**.**

169. Moreover, HALO continues to falsely represent through written warranties and manuals that the BassiNest Flex is free from the Defect and safe for infant sleep.

170. When corresponding with customers, HALO does not disclose that the BassiNest Flex suffers from the Defect. As a result, reasonable consumers, including Plaintiffs and Class Members, purchased and used, and continue to purchase and use the BassiNest Flex for their infant children even though they are unknowingly placing them in an unreasonably dangerous sleeping environment.

171. Had Plaintiffs, Class Members, and the consuming public known that the BassiNest Flex was defective, is not suitable for safe infant sleep, and risks their infant children's lives, they would not have purchased it.

172. HALO has wrongfully placed on Plaintiffs and Class members the burden, expense, and difficulty involved in discovering the Defect and determining that the BassiNest Flex is unsafe and paying for the cost of damages caused by the Defect.

TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS

A. Continuing Act Tolling

173. HALO has continuously marketed and sold the dangerous BassiNest Flex to unsuspecting parents and caregivers of infants. They continuously represented that the BassiNest Flex is a bedside sleeper that is safe and suitable for overnight and/or prolonged infant sleep.

174. By continuously repeating these false representations and failing to disclose that the BassiNest Flex is not safe or suitable for overnight and/or prolonged infant sleep, contains a uniform Defect, and exposes infants to risk of serious injury and death, HALO engaged in a continuing wrong sufficient to render inapplicable any statute of limitations that HALO might seek to apply.

175. As the creator and manufacturer of the Product, HALO has had actual knowledge since at least July 7, 2022, *supra* paragraph 30 and 155, that the BassiNest Flex is defectively designed and exposes infants to great risk of serious injury and death.

176. HALO's knowledge of the Defect is evidenced by, among other things: numerous complaints by consumers of safety concerns related to the tilt, instances of an infant rolling from back to front and/or onto their side and/or into the mesh side wall of the bassinet, and potential for Defect. Again, Halo responded to a number of complaints on its own website since as early as July 7, 2022.

177. Thus, at all relevant times, HALO indisputably possessed continuous knowledge of the material dangers posed by the BassiNest Flex, and yet HALO knowingly continues to aggressively sell the BassiNest Flex and market it in various distinct representations as safe for infant sleep. Plaintiffs' and other Class members' claims are not time barred.

B. Fraudulent Concealment Tolling

178. Throughout the time period relevant to this action, HALO concealed from and failed to disclose to Plaintiffs and the other Class Members vital information about the Defect described herein.

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

180. HALO had a duty to disclose to Plaintiffs and the Class members the true quality and nature of the BassiNest Flex, that the BassiNest Flex has a uniform dangerous Defect, and that the BassiNest Flex poses safety concerns and is in fact dangerous.

181. This duty arose, among other things, due to HALO's overt representations that the BassiNest Flex was safe and suitable for infant sleep, specifically infant back sleep.

182. Throughout the Class Period, HALO has known at all relevant times that the BassiNest Flex, which it designed, manufactured, selected materials for and sold, contained the Defect resulting in premature failure in its essential purpose, the Tilt Hazard, and serious safety risks to infants as the tilt has caused them to roll from their backs to their sides and/or stomachs.

183. Prior to selling the BassiNest Flex, HALO knew about the AAP's recommendations concerning safe sleep, which state that babies should sleep flat on their backs in an empty bassinet or crib. Further, the BassiNest Flex Instruction Manual cites to the AAP recommendations.[95]

184. HALO's actual knowledge of the serious safety concerns created by the use of the BassiNest Flex is evidenced by, among other things, HALO's Safe Sleep Marketing. HALO's best-selling product, the SleepSack, has the brand slogan "Back Is Best" on almost all SleepSack models and/or designs.

185. Despite HALO's knowledge of the Defect, Tilt Hazard, and serious safety issues posed by the BassiNest Flex when used as intended, HALO failed to disclose and concealed this material information from Plaintiffs and other Class members, even though, at any point in time, it could have disclosed the Defect through recall, individual correspondence, media release, or by other means.

[95] HALO BassiNest Flex Sleep Instruction Manuel, July 28, 2011, Available at: https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf (last visited December 20, 2023).

186. Instead, HALO continued to market the BassiNest Flex as suitable for its intended purpose and safe for infant sleep.

187. The purpose of HALO's concealment of the dangers was to continue to profit from the sale of their popular BassiNest Flex and to prevent Plaintiffs and other Class members from seeking redress.

188. Plaintiffs and the other Class members justifiably relied on HALO to disclose the true nature of the products they purchased and/or owned because that Defect was not discoverable by Plaintiffs and the other Class members through reasonable efforts.

189. Any applicable statute of limitations has been tolled by HALO's knowledge, active concealment, and denial of the facts alleged herein, which is ongoing. To this day, HALO continues to insist the BassiNest Flex is safe.

C. Discovery Rule Tolling

190. Plaintiffs and other Class members could not have discovered through the exercise of reasonable diligence that their BassiNest Flex was defective within the time-period of any applicable statutes of limitation.

191. Among other things, neither Plaintiffs nor the other Class Members knew or could have known that the BassiNest Flex contains the Defect, which causes the Tilt Hazard and infants to roll from their backs to their sides and/or stomachs.

192. There is no evidence that Plaintiffs were aware of the BassiNest Flex's dangerous Defect and safety risks. HALO has concealed and misrepresented the dangerous Defect in the BassiNest Flex and the risks that were posed by those Defect.

193. Plaintiffs and other Class members could not have reasonably discovered and could not have known of facts that would have caused a reasonable person to suspect, that HALO

knowingly failed to disclose material information within their knowledge about a dangerous Defect to consumers in the U.S. and elsewhere.

194. As such, no potentially relevant statute of limitations should be applied.

D. Estoppel

195. HALO was under a continuous duty to disclose to Plaintiffs and other Class members the fact they knew about the dangerously defective nature of the BassiNest Flex.

196. HALO knowingly, affirmatively, and actively concealed the true nature, quality, and character of the BassiNest Flex from Plaintiffs and Class Members.

197. Thus, HALO is estopped from relying on any statutes of limitations in defense of this action.

UNCONSCIONABILITY AND FAILURE OF ESSENTIAL PURPOSE OF THE EXPRESS AND IMPLIED WARRANTIES

198. The express and implied warranties relating to the BassiNest Flex is unconscionable as follows:

a. In its exclusion of "incidental, special, or consequential damages,[96] including negligence," despite knowing that premature failure of the BassiNest Flex would almost certainly cause such damages;

b. In limiting the Warranty remedy "to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above" and "bear[ing] no other damages or expenses," despite knowing that the damages resulting from premature failure of the BassiNest Flex would almost certainly exceed repair and/or replacement;

c. In its exclusion of damages "from installation or use in a manner that is consistent with HALO's written recommendations, specifications, and/or instructions or use of non-recommended parts."

d. HALO knew or should have known of the Defect in its BassiNest Flex prior to and at the time of sale of the BassiNest Flex to consumers, including from the complaints, many of which were directly reported to HALO, as well as from the consumer complaints and Warranty claims made directly to HALO;

[96] https://www.halosleep.com/halo-bassinest-1-year-limited-warranty (Last Accessed December 20, 2023).

e. HALO was in a superior position to know of, remedy and disclose the Defect in its BassiNest Flex to Plaintiffs and Class Members, who could not have known of the Defect at the time of purchase;

f. Plaintiffs and Class Members had no bargaining power as they were unable to negotiate the terms of the Warranty, including the durational time limitation or disclaimers contained therein. This is further evidenced by the fact the complete Warranty is not included with the BassiNest Flex packaging, but only referenced in the Product User Manual on the last page and refers the consumer to HALO's website "for details,"[97] which therefore demonstrates the Warranty is non-negotiable at prior to or at the time of purchase;

g. Plaintiffs and Class Members had no meaningful choice in the terms of the Warranty, including the durational time limitation or disclaimer contained therein;

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

i. 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 HALO was aware that the BassiNest Flex was inherently defective, Plaintiffs and Class Members had no notice or ability to detect the Defect, HALO knew Plaintiffs and Class Members had no notice or ability to detect the Defect even if they could have inspected due to the latency of the Defect, and HALO knew that Plaintiffs and Class Members would bear the costs caused by the Defect. This disparity was increased by HALO's knowledge that failure to disclose the Defect would substantially limit the BassiNest Flex's use and could cause it to fail altogether;

j. Plaintiffs and Class Members had no ability to discover the Defect at the time of sale due to the latency of the Defect, and without being an expert on material selection and design of infant sleeping devices;

k. The limitations in the Warranty are grossly inadequate to protect Plaintiffs and Class Members from the Defect;

l. HALO sold the BassiNest Flex with knowledge of the Defect and of the fact that it may not manifest until after the BassiNest Flex is in use and thus, posing serious safety concerns to infants;

m. HALO sold the BassiNest Flex with knowledge of the Defect and of the fact that the BassiNest Flex would fail well before the expiration of its useful life;

[97]https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf (Last Accessed December 20, 2023).

n. HALO sold the BassiNest Flex with the knowledge that the nature of the Defect precludes any repair to the Defect or resulting damages;

o. HALO sold the BassiNest Flex knowing that they were replacing the BassiNest Flex with an equally defective BassiNest Flex that would fail or would likely fail;

p. HALO sold the BassiNest Flex knowing that the Product was not capable of being repaired or replaced with a non-defective BassiNest Flex within the Warranty period, or thereafter;

q. Plaintiffs and Class Members would have negotiated better terms in the purchase of their BassiNest Flex and Warranty had they been aware of the Defect, and been able to negotiate such terms; and

r. The terms of the Warranty unreasonably favor HALO over Plaintiffs and Class Members.

199. Extended product warranties are not available for purchase, and thus, the consumers have little choice but to accept the limited terms of the original Warranty.

200. In addition, the Warranty fails of its essential purpose in that HALO is unable to repair the Defect given the cantilevered design of the BassiNest Flex, and instead is only able to replace the defective BassiNest Flex with an equally defective BassiNest Flex.

201. Specifically, in its course of business, when HALO opts to provide a replacement BassiNest Flex to complaining consumers, the replacement BassiNest Flex likewise contains the Defect, resulting in the same Tilt Hazard and safety risks to infants and the same or similar damages can occur. Accordingly, recovery by Plaintiffs and Class Members is not restricted to the promises in any written Warranties, and they seek all remedies that may be allowed.

202. The Warranty seeks to limit Plaintiffs' and Class Members' rights to seek incidental, special, consequential, and economic damages for nonperformance or inability to use the product, which, in essence, guarantees nothing about the performance of the BassiNest Flex.

FED. R. CIV. P. 9(b) ALLEGATIONS
(Affirmative and By Omission

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

204. **WHO:** HALO made material misrepresentations and/or omissions of fact in its website representations, warranties, owner's manuals, labeling and marketing, through employees receiving warranty claims, and through authorized retailers of the BassiNest Flex, which include statements such that the BassiNest Flex was not defective, was safe and was suitable for overnight and/or prolonged infant sleep.

205. **WHAT:** HALO's conduct here was, and continues to be, fraudulent because it omitted and concealed that the BassiNest Flex is defective, unsafe, and unsuitable for infant sleep in that it contains a uniform Defect that causes the Sleeping Surface to tilt and infants to roll from their backs into dangerous sleep positions. HALO's employees and representatives made affirmative misrepresentations to Plaintiffs and Class Members at the time of purchase regarding the same qualities. Further, HALO's conduct has the effect of deceiving Plaintiffs and Class Members into believing that the BassiNest Flex is not defective, and instead, is "a flexible *safe* sleep solution" that is suitable for overnight and/or prolonged infant sleep. HALO knew or should have known this safety information is material to the reasonable consumer, including Plaintiffs and Class Members, and impacts the purchasing decision, and yet it omits a necessary warning that the BassiNest Flex is defective, unsafe, and unsuitable for overnight and/or prolonged infant sleep.

206. **WHEN:** HALO made the material misrepresentations and/or omissions detailed herein at the time Plaintiffs and Class Members performed research on the BassiNest Flex to gather information that would aid them in selecting the best bedside sleeper bassinet to purchase, at the time Plaintiffs and Class Members purchased the BassiNest Flex, at the time Plaintiffs and Class Members submitted customer reviews regarding safety concerns, and continuously throughout the applicable Class periods.

207. **WHERE:** HALO's material misrepresentations and/or omissions were made on its website, through marketing materials, in warranties, in user manuals, on the labeling of the packaging, through employees, and through authorized retailers.

208. **HOW:** HALO made written misrepresentations and/or failed to disclose material facts regarding the true safety risks and serious dangers created by normal use of the BassiNest Flex in written form, electronic form, or conventional hardcopy form, as well as verbally through statements made by its employees and authorized retailers.

209. **WHY:** HALO engaged in the material misrepresentations and/or omissions detailed herein (e.g., knowing and concealing that knowledge of the Defect) for the express purpose of inducing Plaintiffs, Class Members, and other reasonable consumers to purchase and/or pay for the BassiNest Flex. HALO profited by selling the BassiNest Flex to many thousands of consumers.

210. **INJURY:** Plaintiffs and Class Members purchased the BassiNest Flex when they otherwise would not have absent HALO's misrepresentations and/or omissions, and, alternatively, paid more for the BassiNest Flex than they would have absent HALO's misrepresentations and/or omissions.

CLASS ACTION ALLEGATIONS

211. Plaintiffs bring this action individually and on behalf of all others similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and the members of the following proposed nationwide class ("**Nationwide Class**"):

> **During the fullest period allowed by law, all persons who purchased the defective BassiNest Flex in the United States for personal use and not resale.**

212. Plaintiff Marble brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23, on behalf of herself and the members of the following proposed New York class ("**New York Class**"):

> **During the fullest period allowed by law, all persons who purchased the defective BassiNest Flex in the State of New York.**

213. Plaintiff Reimer brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23, on behalf of themselves and the members of the following proposed Illinois class ("**Illinois Class**"):

> **During the fullest period allowed by law, all persons who purchased the defective BassiNest Flex in the State of Illinois.**

214. Specifically excluded from these definitions are: (1) HALO, any entity in which HALO has a controlling interest, and its legal representatives, officers, directors, employees, assigns and successors; (2) the Judge to whom this case is assigned and any member of the Judge's staff or immediate family; and (3) Class Counsel. Plaintiffs reserve the right to amend the Class definition as necessary.

215. Plaintiffs seek only damages and equitable relief on behalf of themselves and the putative Classes. Plaintiffs disclaim any intent or right to seek any recovery in this action for personal injuries, wrongful death, or emotional distress suffered by Plaintiffs and/or putative Class Members.

216. Plaintiffs reserve the right to modify the class definitions, if necessary, to include additional HALO bassinet models with the same Defect and/or other bassinets manufactured by HALO with the common Defect but bearing different brand names.

217. **Numerosity:** The Members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class Members is presently unknown, it likely consists of at least thousands of people throughout the United States and the state(s) of New York and Illinois. The number of Class Members can be determined by sales information and other records. Moreover, joinder of all potential Class Members is not practicable given their numbers and geographic diversity. The Class is readily identifiable from information and records in the possession of HALO and its authorized distributor and retailers.

218. **Typicality:** The claims of the representative Plaintiffs are typical in that Plaintiffs, like all Class Members, purchased a BassiNest Flex that was manufactured, marketed, advertised, distributed, and sold by HALO. Plaintiffs, like all Class members, were damaged by HALO's uniform misconduct in that, inter alia, they have incurred or will continue to incur damage as a result of overpaying for the BassiNest Flex that was manufactured with the Defect, which makes it unusable, inherently dangerous, and not fit for its intended use. Furthermore, the factual basis of HALO's misconduct is common to all Class Members because it engaged in systematic fraudulent behavior that was deliberate, includes negligent misconduct, and results in the same injury to all Class Members. Plaintiffs and all Class members are advancing the same claims and legal theories on behalf of themselves and all members of the Classes they seek to represent.

219. **Commonality:** Common questions of law and fact exist as to all Members of the Class. These questions predominate over questions that may affect only individual Class Members because HALO has acted on grounds generally applicable to the Class. Such common legal or factual questions include, *inter alia*:

a. Whether the BassiNest Flex is defective;

b. Whether the BassiNest Flex is defectively designed and/or manufactured;

c. Whether HALO knew or should have known about the Defect in its BassiNest Flex prior to distributing and selling them to Plaintiffs and Class Members;

d. Whether HALO knew or should have known about the Defect in its BassiNest Flex after distributing and selling them to Plaintiffs and Class Members;

e. Whether HALO concealed from and/or failed to disclose to Plaintiffs and Class Members that the BassiNest Flex contained a uniform Defect;

f. Whether HALO engaged in unfair, unconscionable, or deceptive trade practices by selling and/or marketing the BassiNest Flex containing the Defect;

g. Whether HALO's claims about the BassiNest Flex being safe and suitable for any type of sleep including back sleep are true;

h. Whether HALO's claims about the BassiNest Flex being safe and suitable for any type of infant sleep including back sleep are reasonably likely to deceive;

i. Whether HALO's claims about the BassiNest Flex being safe and suitable for any type of infant sleep including back sleep are material to reasonable consumers;

j. Whether HALO's practices in marketing, advertising, and packaging the BassiNest Flex tend to mislead reasonable consumers into believing that the Product is safe and suitable for infant sleep;

k. Whether HALO omitted or failed to disclose material information to Plaintiffs and Class Members regarding the BassiNest Flex;

l. Whether HALO concealed from and/or failed to disclose to Plaintiffs and Class Members that the BassiNest Flex is not safe and not suitable for infant sleep;

m. Whether HALO engaged in false or misleading advertising by selling, packaging, and/or marketing the BassiNest Flex;

n. Whether HALO has been unjustly enriched;

o. Whether HALO breached the implied warranty of merchantability;

p. Whether HALO breached express warranties relating to the BassiNest Flex;

q. Whether HALO's Product Warranty is unconscionable;

r. Whether Plaintiffs and Class Members either paid a premium for the BassiNest Flex that they would not have paid but for its false representations or would not have purchased it at all;

s. Whether Plaintiffs and the members of the Class have been injured by HALO's misconduct, and the proper measure of their losses as a result of those injuries;

t. Whether Plaintiffs and the members of the Class are entitled to damages, including compensatory, exemplary, and statutory damages, and the amount and nature of such damages; and

u. Whether Plaintiffs and the members of the Class are entitled to injunctive, declaratory, or other equitable relief including enjoining HALO from selling and marketing the BassiNest Flex containing the Defect and/or implementing a corrective advertising campaign to alert caregivers to the safety concerns and dangers of the BassiNest Flex and educating them about the safety standards for bedside sleeper bassinets for infants.

220. HALO engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs, on behalf of themselves and other Class members. Similar or identical statutory violations, common law wrongs, business practices, and injuries are involved. Individual questions, if there are any, pale by comparison, in both quality and quantity, to the numerous common questions that predominate in this action.

221. **Adequate Representation:** Plaintiffs will fairly and adequately protect the interests of Class Members. They have no interests antagonistic to those of Class Members. Plaintiffs retained attorneys experienced in the prosecution of class actions, including consumer products, product defects, misrepresentation, mislabeling, and class actions, and Plaintiffs intend to prosecute this action vigorously.

222. **Injunctive/Declaratory Relief:** The elements of Rule 23(b)(2) are met. HALO will continue to commit the unlawful practices alleged herein, and Plaintiffs and Class Members will continue to be deceived by HALO's misrepresentations and omissions and unknowingly be exposed to the risk of serious and life-threatening harm associated with the BassiNest Flex. HALO has acted and refused to act on grounds that apply generally to the Class, such that final injunctive

relief, public injunctive relief, and corresponding declaratory relief are appropriate respecting the Class as a whole. Injunctive relief, and specifically public injunctive relief, is necessary in this action.

223. Plaintiffs further seek injunctive and declaratory relief requiring HALO to cease its unfair, deceptive and unlawful conduct, including the following:

a. Undertake an immediate public information campaign to inform consumers the truth about the Defect, including at the time of sale of the BassiNest Flex;

b. Adequately disclose the Defect to consumers at the time of sale of the BassiNest Flex; and

c. Remedy the Defect.

224. Plaintiffs also seek a declaration that the BassiNest Flex suffers from the Defect and that the warranty covers the Defect, which existed at the time of sale of the BassiNest Flex to consumers, which was known to HALO and unknown to consumers.

225. Plaintiffs and Class Members have been harmed and will experience irreparable future harm should HALO's conduct not be enjoined because they will be unable to properly repair or replace their BassiNest Flex with a non-defective BassiNest Flex.

226. **Predominance and Superiority:** Plaintiffs and Class Members have all suffered and will continue to suffer risk of harm and damages as a result of HALO'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 given the average price point of the Products 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 HALO's misconduct. Absent a class action, Class Members will continue to incur damages, and HALO'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.

227. Plaintiffs know of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

HALO has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class appropriate.

FIRST CLAIM FOR RELIEF
Breach of Express Warranty
(By Plaintiffs Individually and on Behalf of The Classes, or in the Alternative, on Behalf of the New York and Illinois Classes)

228. Plaintiffs, individually and on behalf of All Classes, bring this cause of action and hereby adopt and incorporate by reference paragraphs 1-227 as though fully set forth herein.

229. Plaintiffs and Class Members purchased the BassiNest Flex either directly from HALO or through retailers, such as Walmart, Target, Amazon, and other baby product retailers.

230. HALO is and was at all relevant times a "merchant" under U.C.C. § 2-313, and related State U.C.C. provisions.

231. In connection with its sale of the BassiNest Flex, HALO, as the designer, manufacturer, marketer, distributor or seller, expressly warranted that the BassiNest Flex was free from defects at the time of purchase and suitable for infant sleep.

232. HALO's warranty representations are made online, on its packaging, through its Instruction Manual, and its Warranty.

233. The express written warranties covering the BassiNest Flex were a material part of the bargain between HALO and consumers. At the time it made these express warranties, HALO knew of the purpose for which the BassiNest Flex was to be used.

234. HALO breached its express warranties by selling the BassiNest Flex that was, in actuality, not free of defects, not made from merchantable material and workmanship, unsafe for use, and could not be used for its ordinary and intended purpose as an infant sleeper.

235. The defectively designed and/or manufactured BassiNest Flex is also subject to and otherwise covered by HALO's Warranty, which applies to each BassiNest Flex.

236. Each BassiNest Flex has an identical or substantially identical warranty.

237. HALO was obligated, under the terms of the express warranty to replace the defective BassiNest Flex for Plaintiffs and Class Members.

238. In its warranty, warrants that, "the product accompanied by this limited warranty is free from defects in material or workmanship for a period of one (1) year from the date of original purchase."

239. HALO unilaterally imposed the warranty limitations and exclusions solely for its own benefit at the expense of Plaintiffs and Class Members.

240. HALO breached the warranty because it sold the BassiNest Flex with the Defect, which was known to HALO and unknown to consumers at the time of sale. HALO further breached the warranty because it improperly and unlawfully denies valid warranty claims, and it has failed or refused to adequately repair or replace the BassiNest Flex with non-defective units.

241. HALO further breached its express written warranties to Plaintiffs and Class Members in that the BassiNest Flex is defective at the time it leaves the manufacturing plant, and on the first day of purchase, creating a serious safety risk to Plaintiffs and Class Members, and by failing to disclose and actively concealing this risk from consumers.

242. The BassiNest Flex that Plaintiffs and Class Members purchased contained a Defect that created a serious hazard and damages, including the Tilt Hazard leading to infants rolling from

their backs to dangerous sleeping positions, loss of the product, loss of use of the product, and loss of the benefit of their bargain.

243. The limitations and the exclusions in HALO's warranty are harsh, oppressive, one-sided, unconscionable and unenforceable, as described supra, particularly in light of the fact that HALO knew that the BassiNest Flex suffered from the Defect described herein.

244. The time limits contained in the warranty are unconscionable and inadequate to protect Plaintiffs and Class Members. Plaintiffs and Class Members had no meaningful choice in determining the time limitation, the terms of which unreasonably favored HALO, who had superior and exclusive knowledge of the Defect, which existed at the time of sale of the BassiNest Flex. A gross disparity in bargaining power existed between HALO, and Plaintiffs and the Class Members, and HALO knew or should have known that the BassiNest Flex was defective at the time of sale and would fail before its useful lives.

245. Given that HALO is unable to repair or replace the defective BassiNest Flex during the one-year Warranty period, the time limitations are unconscionable, and the Warranty is a sham.

246. The durational limitation in the warranty is unconscionable and unenforceable under Uniform Commercial Code section 2-302, which states:

> **§2-302. Unconscionable Contract or Clause**
>
> (1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.
>
> (2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.

247. HALO used its superior knowledge of the Defect to offer a warranty which it knew or should have known would not cover the material Defect known to HALO to exist in the

BassiNest Flex at the time of purchase by Plaintiffs and Class Members. HALO breached its express warranties to Plaintiffs and Class members by providing Plaintiffs and Class Members with a BassiNest Flex that contained a Defect known to HALO, and unknown to Plaintiffs and Class Members, at the time of purchase. HALO further breached its express warranties to Plaintiffs and Class Members as it has failed or refused to remedy the Defect or is unable to remedy the Defect.

248. HALO also violated any implied covenant of good faith inherent in the warranty agreement by selling Plaintiffs and Class Members the BassiNest Flex with limited warranties under circumstances in which HALO knew or should have known would fail prematurely.

249. Any attempt by HALO to limit or disclaim the express warranty in a manner that would exclude coverage of the Defect is unconscionable as a matter of law because the relevant purchase transactions were tainted by HALO's concealment of material facts. Thus, any such effort to disclaim, or otherwise limit, its liability for the Defect is null and void.

250. HALO's warranty expressly applies to the original purchaser and any succeeding owner of the BassiNest Flex for products purchased within the USA, creating privity between HALO on the one hand, and Plaintiffs and Class Members on the other.

251. Likewise, it was reasonably foreseeable that Plaintiffs and consumer Class Members would be the intended beneficiary of the BassiNest Flex and warranties, creating privity or an exception to any privity requirement. Plaintiffs and each of the Class Members are the intended beneficiaries of HALO's warranties and its sale through retailers. The retailers were not intended to be the ultimate consumers of the BassiNest Flex and have no rights under the warranty agreements provided by HALO. HALO's warranties were designed for and intended to benefit the consumer only and Plaintiffs and Class Members were the intended beneficiaries of the BassiNest Flex.

252. HALO was provided reasonable notice of the aforementioned breaches through hundreds of consumer complaints with HALO and authorized retailers regarding the Defect and its Tilt Hazard as a result of the Defect and via Plaintiffs' notice letters mailed on November 22, 2023.

253. Upon information and belief, HALO received further notice and has been on notice of the defective nature of the BassiNest Flex and of its breaches of warranties through customer warranty claims reporting problems with HALO, consumer complaints at various sources, and its own internal and external testing.

254. Despite having notice and knowledge of the defective nature of the BassiNest Flex, HALO failed to provide complete relief to Class Members with BassiNest Flex, failed to provide a non-defective replacement BassiNest Flex to Plaintiffs and Class Members, and otherwise failed to offer any appropriate repair or compensation from the resulting damages.

255. HALO breached its express warranty to adequately repair or replace the BassiNest Flex despite its knowledge of the Defect, and/or despite its knowledge of alternative designs, materials, and/or options for manufacturing the BassiNest Flex.

256. To the extent that HALO offered to replace, or did replace, the defective BassiNest Flex, the warranty of replacement fails in its essential purpose given it is insufficient to make Plaintiffs and Class Members whole because the warranty covering the BassiNest Flex gives HALO the option to replace the BassiNest Flex with an identical, equally defective BassiNest Flex. Specifically, in its course of business, HALO often has opted to provide a replacement BassiNest Flex to complaining consumers; however, the replacement BassiNest Flex likewise contains the Defect, resulting in the same safety risks to infants, and the same or similar damages can occur. Accordingly, recovery by Plaintiffs and Class Members are not restricted to the promises in any written warranties, and they seek all remedies that may be allowed.

257. Many of the damages resulting from the defective BassiNest Flex cannot be resolved through the limited remedy of replacement, as incidental and consequential damages from loss of use and loss of the benefit of the bargain have already been suffered due to HALO's conduct as alleged herein.

258. Accordingly, recovery by Plaintiffs and Class Members is not limited to the warranty of replacement, and they seek all remedies allowed by law.

259. Had Plaintiff, Class Members, and the consuming public known that the BassiNest Flex contain the Defect, posed an unreasonable risk of harm to infants or that HALO would not properly honor its warranty, they either would not have purchased the BassiNest Flex or would have paid less for it.

260. Plaintiffs and Class Members have performed all duties required of them under the terms of the express warranty, except as may have been excused or prevented through the conduct of HALO or by operation of law in light of HALO's conduct described throughout this complaint.

261. HALO received timely notice regarding the problems at issue in this litigation, and notwithstanding, it failed and refused to offer an effective and/or complete remedy.

262. As a direct and proximate result of HALO's breach of its express written warranties, Plaintiffs and Class Members suffered damages and did not receive the benefit of the bargain and are entitled to recover compensatory damages, including, but not limited to the cost of inspection, repair, and diminution in value. Plaintiffs and Class Members suffered damages at the point-of-sale stemming from their overpayment for the defective BassiNest Flex, in addition to loss of the product and its intended benefits.

SECOND CLAIM FOR RELIEF
Breach of Implied Warranties
(By Plaintiffs Individually and on Behalf of the Classes, in the Alternative on Behalf of the New York and Illinois Classes)

263. Plaintiffs, individually and on behalf of All Classes, bring this cause of action and hereby adopt and incorporate by reference paragraphs 1-262 as though fully set forth herein.

264. New York's Uniform Commercial Code ("UCC") requires that for transactions in goods, "a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind." 6 Del. C. § 2–314. For goods to be "merchantable" it is required, at minimum, that the goods "are fit for the ordinary purposes for which such goods are used." *Id.* The form of the UCC adopted in most states includes the same requirement.

265. HALO is and was at all relevant times a merchant with respect to the BassiNest Flex.

266. The BassiNest Flex was and is, at all relevant times, a "good."

267. HALO was and is at all relevant times involved in the manufacturing, distributing, warranting, and/or selling of the BassiNest Flex.

268. HALO knew or had reason to know of the specific use for which the BassiNest Flex, as a good, was purchased.

269. HALO entered into agreements with retailers, suppliers, and/or contractors to sell its BassiNest Flex to be used in Plaintiffs' and Class Members' homes.

270. HALO provided Plaintiffs and Class Members with implied warranties that the BassiNest Flex was merchantable and fit for the ordinary purposes for which they were used and sold and were not otherwise injurious to consumers, that the BassiNest Flex would pass without objection in the trade, be of fair and average quality, and conform to the promises and affirmations

of fact made by HALO. This implied warranty of merchantability is part of the basis for the benefit of the bargain between HALO, and Plaintiffs and Class Members.

271. However, at the time of delivery, HALO breached the implied warranty of merchantability because the BassiNest Flex is not fit for its ordinary purpose of providing a reasonably reliable and safe infant bassinet sleeper because, *inter alia*, the BassiNest Flex contains the Defect rendering the BassiNest Flex unsafe, unsuitable for infant sleep, and unreasonably dangerous. Therefore, the BassiNest Flex is not fit for its particular purpose as a safe infant sleeper.

272. The aforementioned problems associated with BassiNest Flex constitute safety risks, such that the BassiNest Flex is not safe nor suitable for infant sleep, and therefore, there is a breach of the implied warranty of merchantability.

273. Plaintiffs and Class Members have had sufficient direct dealings with either HALO or one of its authorized retailers, representatives, and agents to establish privity of contract between HALO, on the one hand, and Plaintiffs and each Class Member, on the other hand.

274. Privity is not required because Plaintiffs and each of the Class Members are the intended beneficiaries of HALO's warranties and its sale through retailers. The retailers were not intended to be the ultimate consumers of the BassiNest Flex and have no rights under the warranties provided by HALO. HALO's warranties were designed for and intended to benefit the consumer only and Plaintiffs and Class Members were the intended beneficiaries of the BassiNest Flex.

275. More specifically, HALO's manifest intent that its warranties apply to Plaintiffs and Class Members as third-party beneficiaries, is evident from the statements contained in its product literature, including its Instruction Manuel, which specifically states the "[t]his product is

not intended to be resold after use or returned to a retailer."[98] Likewise, it was reasonably foreseeable that Plaintiffs and Class Members would be the intended beneficiary of the products and warranties.

276. HALO impliedly warranted that the BassiNest Flex is safe, suitable for infant sleep, of merchantable quality, and fit for its intended purpose. These implied warranties included, among other things: (i) a warranty that the BassiNest Flex manufactured, supplied, distributed, and/or sold by HALO was safe and suitable for prolonged and/or overnight sleep infant sleep and (ii) a warranty that the BassiNest Flex would be fit for its intended use while the BassiNest Flex is being used.

277. Contrary to the applicable implied warranties, the BassiNest Flex, at the time of sale and thereafter, was and is not fit for its ordinary and intended purpose of providing Plaintiffs and Class Members with a reasonably reliable and safe infant bassinet sleeper. Instead, the BassiNest Flex contains a defective design and/or manufacture and defective assembly instructions, as alleged herein.

278. HALO's failure to provide Plaintiffs and Class Members with a reliable and safe infant bassinet sleeper at the time of purchase of the defective BassiNest Flex has caused the warranty to fail of its essential purpose.

279. HALO breached the implied warranties because the BassiNest Flex was and is sold with the Defect, which substantially reduces and/or prevents the BassiNest Flex from being used for as a reliable and safe infant bassinet sleeper.

280. Plaintiffs provided HALO notice of the claims arising out of the Defect prior to the filing of this Complaint. HALO did not respond.

---

[98] HALO BassiNest Flex Sleep Instruction Manuel, July 28, 2011, Available at: https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf (last visited April 11, 2023).

281. Moreover, HALO was put on constructive notice about its breach through customer warranty claims, its review of consumer complaints and other reports described herein, and, upon information and belief, through its own internal and external testing.

282. Any efforts to limit the implied warranties in a manner that would exclude coverage of the BassiNest Flex is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the BassiNest Flex is null and void.

283. The limitations contained in the warranty are unconscionable and inadequate to protect Plaintiffs and Class Members. Plaintiffs and Class Members had no meaningful choice in determining the terms of which unreasonably favored HALO, who had superior and exclusive knowledge of the Defect, which existed at the time of sale of the BassiNest Flex. A gross disparity in bargaining power existed between HALO, and Plaintiffs and the Class Members, and HALO knew or should have known that the BassiNest Flex was defective at the time of sale and would fail before its useful life.

284. Given that HALO is unable to repair or replace the defective BassiNest Flex during the Warranty period, the Warranty is unconscionable.

285. The Warranty is unconscionable and unenforceable pursuant to Uniform Commercial Code section 2-302, which states:

§2-302. Unconscionable Contract or Clause

(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.

286. HALO used its superior knowledge of the Defect to offer a warranty which it knew or should have known would not cover the material Defect known to HALO to exist in the BassiNest Flex at the time of purchase by Plaintiffs and Class Members. HALO breached their implied warranties to Plaintiffs and Class members by providing Plaintiffs and Class Members with a BassiNest Flex that contained a Defect known to HALO, and unknown to Plaintiffs and Class Members, at the time of purchase. HALO further breached its implied warranties to Plaintiffs and Class Members as it has failed or refused to remedy the Defect or is unable to remedy the Defect.

287. HALO also violated any implied covenant of good faith inherent in the warranty agreement by selling Plaintiffs and Class Members the BassiNest Flex with limited warranties under circumstances in which HALO knew or should have known would fail prematurely.

288. Had Plaintiffs, Class Members, and the consuming public known that the BassiNest Flex was defective, unsafe, unfit for infant sleep, and unreasonably dangerous, they would not have purchased the BassiNest Flex or would have paid less for it.

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

THIRD CLAIM FOR RELIEF
(In The Alternative)
Breach of Contract
(By Plaintiffs Individually and on behalf of the Classes, in the Alternative on Behalf of the New York and Illinois Classes)

290. Plaintiffs, individually and on behalf of All Classes, bring this cause of action and hereby adopt and incorporate by reference paragraphs 1-289 as though fully set forth herein.

291. To the extent HALO's commitment is deemed not to be a warranty under the Uniform Commercial Code, New York's Uniform Commercial Code, or common law, Plaintiffs plead, in the alternative, under common law warranty and contract law.

292. Plaintiffs and Class Members purchased the BassiNest Flex from HALO or through retailers such as Walmart, Target, Amazon, and other baby product stores and authorized retailers.

293. HALO expressly warranted that the BassiNest Flex was fit for its intended purpose and that it was free of defects, and suitable for safe infant sleep.

294. HALO made the foregoing express representations and warranties to all consumers, which became the basis of the bargain between Plaintiff, Class Members, and HALO.

295. HALO breached the warranties and/or contract obligations by placing the defective BassiNest Flex into the stream of commerce and selling it to consumers, when HALO knew the BassiNest Flex contained the Defect that causes the Tilt Hazard leading to infants rolling from their backs to dangerous sleep positions. These deficiencies substantially and/or completely impair the use and value of the BassiNest Flex.

296. HALO also violated any implied covenant of good faith inherent in the warranty agreement by selling Plaintiffs and Class members the BassiNest Flex with limited warranties under circumstances in which HALO knew or should have known would fail prematurely.

297. HALO further violated any implied covenant of good faith inherent in the warranty agreement by selling the defective BassiNest Flex that was not capable of being properly repaired or replaced; therefore, the Warranty is a sham because it is incapable of being honored.

298. The deficiencies described existed when the BassiNest Flex left HALO's possession or control and were sold to Plaintiffs and Class Members. The deficiencies and impairment of the use and value of the BassiNest Flex were not discoverable by Plaintiffs or Class Members at the time of purchase.

299. Plaintiffs and Class Members satisfied their obligations under these contracts, warranties and agreements.

300. HALO failed to perform as required by the contracts and agreements, and breached said contracts and agreements because it provided Plaintiffs and Class Members with a BassiNest Flex containing the Defect, and failed or refused to repair or adequately repair such the Defect.

301. As a direct and proximate cause of HALO's breach of contract, Plaintiffs and Class Members were harmed because they either would not have purchased the BassiNest Flex if they knew the truth about the defective condition of the BassiNest Flex, or they would have paid less for it.

FOURTH CLAIM FOR RELIEF
(In the Alternative)
Unjust Enrichment
(By Plaintiffs Individually and on Behalf of the Classes, in the Alternative on Behalf of the New York and Illinois Classes)

302. Plaintiffs, individually and on behalf of the New York Class, bring this cause of action and hereby adopt and incorporate by reference paragraphs 1-301 as though fully set forth herein.

303. HALO's unfair and unlawful contract includes, among other things, designing, manufacturing, and selling the BassiNest Flex with the dangerous Defect as well as making false and misleading representations about the BassiNest Flex such as representing that it provides a safe sleep environment for infants sleeping on their backs. HALO falsely represented the BassiNest Flex as being safe and suitable for infant sleep in its packaging, labeling, marketing, advertising, and promotions. Contrary to these representations, the BassiNest Flex poses an unreasonable risk of serious injury and death to infants.

304. HALO has continued to tout the safety of the BassiNest Flex even though the BassiNest Flex can and has caused numerous infants to roll from their backs to dangerous sleeping positions due to the Tilt Hazard caused by the Defect.

305. HALO omitted, concealed, and failed to disclose to consumers that the BassiNest Flex poses serious safety risks to infants, including that the BassiNest Flex is inherently defective; unreasonably dangerous; not fit to be used for its intended purpose; and contains a uniform Defect that can and has caused the Tilt Hazards leading to infants rolling from their backs to dangerous sleeping positions. Rather than disclose this information, HALO marketed the BassiNest Flex as safe for its intended purpose.

306. HALO's acts and business practices offend the established public policy of New York, as there is no societal benefit from false advertising, only harm. While Plaintiffs and Class Members were harmed at the time of purchase, HALO was unjustly enriched by their misrepresentations, false statements and/or material omissions.

307. Plaintiffs and Members of the Classes were harmed when they purchased HALO's BassiNest Flex as a result of HALO's misrepresentations, false statements and/or material omissions, as described in this Complaint. Each Plaintiffs and Class Member purchased HALO's Products. Plaintiffs and Members of the Classes have suffered injury in fact and lost money as a result of paying the price they paid for the BassiNest Flex due to HALO's unlawful, unfair, and fraudulent business practices.

308. HALO's conduct allows them to knowingly realize substantial revenues from selling the BassiNest Flex at the expense of, and to the detriment of, Plaintiffs and Class Members, and to HALO's benefit and enrichment. HALO's retention of these benefits violates fundamental principles of justice, equity, and good conscience.

309. Plaintiffs and Class Members confer significant financial benefits and pay substantial compensation to HALO for their BassiNest Flexes, which are not as HALO represent them to be.

310. Under common law principles of unjust enrichment and quasi-contract, it is inequitable for HALO to retain the benefits conferred by Plaintiffs' and Class Members' overpayments.

311. Plaintiffs and Members of the Classes seek disgorgement of all profits resulting from such overpayment.

FIFTH CLAIM FOR RELIEF
Violations of New York's General Business Law ("GBL")
GBL § 349
(Plaintiff Marble Individually and on Behalf of the New York Class)

312. Plaintiff Marble, individually and on behalf of the New York Class, brings this cause of action and hereby adopts and incorporates by reference paragraphs 1-311 as though fully set forth herein.

313. Plaintiff Marble and New York Subclass members are "persons" within the meaning of the GBL § 349(h).

314. HALO is a "person, firm, corporation or association or agent or employee thereof" within the meaning of GBL § 349(b).

315. Under GBL § 349(a), "[d]eceptive acts or practices in the conduct of any business, trade or commerce are unlawful."

316. In its sale of goods throughout New York, HALO conducts business and trade within the meaning and intention of GBL § 349(a).

317. The practices alleged herein—namely, HALO's deceptive marketing of the BassiNest Flex as safe and suitable for infant sleep, when in fact the BassiNest Flex is not safe or

suitable for infant sleep as it is dangerously defective—are unfair, deceptive, and misleading in violation of GBL § 349.

318. HALO's foregoing deceptive acts and practices were directed at Plaintiff Marble and other members of the New York Class.

319. HALO's foregoing deceptive acts and practices, including its omissions, were material, in part, because they concerned an essential part of the BassiNest Flex's intended use and safety. HALO omitted material facts regarding the safety of the BassiNest Flex and its suitability for infant sleep by failing to disclose the Defect that causes the Tilt Hazard and infants to roll from their backs. A reasonable consumer attaches great importance to such representations about the safety of an infant sleeper and is induced to act thereon in making purchase decisions.

320. The BassiNest Flex poses an unreasonable risk of serious injury and death to infants.

321. HALO did not disclose this information to consumers.

322. HALO's foregoing deceptive and unfair acts and practices, including its omissions, were and are deceptive acts or practices violated the GBL § 349 by:

a. Misrepresenting that the BassiNest Flex is fit for its intended purpose of providing a safe sleep environment for infants; and

b. Omitting and failing to disclose its knowledge that the BassiNest Flex contained a Defect that causes the Tilt Hazard and infants to roll from their backs to dangerous sleeping positions.

323. HALO's business practices, in manufacturing, warranting, advertising, marketing and selling its BassiNest Flex while concealing, failing to disclose, suppressing or omitting material information, including the existence of Defect and HALO's knowledge of it, all while continuing to misrepresent the BassiNest Flex as a product that is safe for its ordinary and intended use and free of defects, constitutes the use of fraud, misrepresentation, and deceptive practices. These practices deceived Plaintiff Marble and New York Class Members, causing them to lose

money by purchasing HALO's BassiNest Flex or paying more than they otherwise would, as herein alleged, and deceived and are likely to deceive the consuming public. Accordingly, HALO's business acts and practices, as alleged herein, have caused injury to Plaintiff Marble and New York Class Members.

324. Plaintiff Marble and New York Class Members suffered damages when they purchased the BassiNest Flex. HALO's unconscionable, deceptive and/or unfair practices caused actual damages to Plaintiff Marble and New York Class Members who were unaware that the BassiNest Flex contained the Defect. HALO's foregoing deceptive acts and practices, including its omissions, were likely to deceive, and did deceive, consumers acting reasonably under the circumstances.

325. Consumers, including Plaintiff Marble and New York Class Members either would not have purchased the BassiNest Flex had they known about the Defect and likelihood of the Tilt Hazard causing their infants to roll from their backs to dangerous sleep positions, or would have paid less for it.

326. As a direct and proximate result of HALO's deceptive acts and practices, including its omissions, Plaintiff Marble and New York Class Members have been damaged as alleged herein, and are entitled to recover actual damages or $50, whichever is greater, reasonable attorneys' fees and costs, and any other just and proper relief available under GBL § 349.

327. In addition, Plaintiff Marble and New York Class Members seek equitable and injunctive relief against HALO on terms that the Court considers reasonable, and reasonable attorneys' fees and cost.

SIXTH CLAIM FOR RELIEF
Violations of New York's General Business Law ("GBL")
GBL § 350
(Plaintiff Marble Individually and on Behalf of the New York Class)

328. Plaintiff Marble, individually and on behalf of All Classes, brings this cause of action and hereby adopts and incorporates by reference paragraphs 1-327 as though fully set forth herein.

329. GBL § 350 provides in relevant part: "False advertising in the conduct of any business, trade or commerce . . . in this state is hereby declared unlawful."

330. In turn, GBL § 350-a defines false advertising as:

> "advertising, including labeling, of a commodity...if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity...to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual."

331. In its sale of goods throughout New York, HALO conducts business and trade within the meaning and intention of GBL § 350.

332. The practices alleged herein—namely, deceiving customers into believing its misleading representations about the BassiNest Flex, that are likely to and did lead reasonable consumers to mistakenly believe that the BassiNest Flex was safe and suitable for infant sleep, are false and misleading in violation of GBL § 350.

333. HALO's foregoing deceptive acts and practices were directed at Plaintiff Marble and other members of the New York Class.

334. Through the acts and conduct alleged herein, HALO committed unfair or deceptive acts and practices, by falsely advertising and misleadingly representing that the BassiNest Flex is safe for its intended purpose. HALO also committed unfair or deceptive acts and practices by

omitting material information from its advertising and representations, including its failure to disclose that the BassiNest Flex contains a uniform Defect, which is material because it concerns an essential part of the BassiNest Flex's intended use and safety.

335. The BassiNest Flex's Defect poses an unreasonable risk of serious injury of death to infants.

336. HALO did not disclose this information to consumers in its advertising or representations.

337. HALO's foregoing, consumer-oriented, unfair or deceptive acts and practices, including its advertising, representations, and omissions, constitutes false and misleading advertising in a material way in violation of the New York's General Business Law § 350.

338. HALO's false, misleading, and deceptive advertising and representations include:

a. Misrepresenting and misleadingly advertising that the BassiNest Flex was fit for its intended purpose of providing a safe sleep environment for infants; and

b. Omitting and failing to disclose its knowledge that the BassiNest Flex contained a Defect that causes the Tilt Hazard and infants to roll from their backs to dangerous sleeping positions.

339. HALO's false, misleading, and deceptive advertising and representations of fact were and are directed at consumers.

340. HALO's false, misleading, and deceptive advertising and representations of fact were and are likely to mislead a reasonable consumer acting reasonably under the circumstances.

341. HALO's false, misleading, and deceptive advertising and representations of fact have resulted in consumer injury or harm to the public interest.

342. Plaintiff Marble and other New York Class Members were injured because (a) they would not have purchased the BassiNest Flex on the same terms if the true facts concerning the Defect had been known; (b) they would have paid less for the BassiNest Flex if the true facts

concerning the Defect had been known; (c) the BassiNest Flex did not and cannot perform as promised due to the Defect; and (d) they have lost the use of the BassiNest Flex due to the Defect.

343. On behalf of himself and New York Class Members, Plaintiff Marble seeks to enjoin the unlawful acts and practices described herein, to recover actual damages or fifty dollars, whichever is greater, reasonable attorney's fees and costs, and any other just and proper relief available under GBL § 349.

344. HALO's business practices, in manufacturing, warranting, advertising, marketing and selling its BassiNest Flex while concealing, failing to disclose, suppressing or omitting material information, including the existence of Defect and HALO's knowledge of it, all while continuing to misrepresent its BassiNest Flex as a product that is safe for its ordinary and intended use and free of defects, constitutes the use of fraud, misrepresentation, and deceptive practices. These practices deceived Plaintiff Marble and New York Class Members, causing them to lose money by purchasing HALO's BassiNest Flex or paying more than they otherwise would, as herein alleged, and deceived and are likely to deceive the consuming public. Accordingly, HALO's business acts and practices, as alleged herein, have caused injury to Plaintiff Marble and New York Class Members.

345. Plaintiff Marble and New York Class Members suffered damages when they purchased the BassiNest Flex. HALO's unconscionable, deceptive and/or unfair practices caused actual damages to Plaintiff Marble and New York Class Members who were unaware that the BassiNest Flex contained the Defect. HALO's foregoing deceptive acts and practices, including its omissions, were likely to deceive, and did deceive, consumers acting reasonably under the circumstances.

346. Consumers, including Plaintiff Marble and New York Class Members either would not have purchased the BassiNest Flex had they known about the Defect, or would have paid less for it.

347. As a direct and proximate result of HALO's deceptive acts and practices, including its omissions, Plaintiff Marble and New York Class Members have been damaged as alleged herein, and are entitled to recover actual damages or five hundred dollars, whichever is greater, three times actual damages, reasonable attorneys' fees and costs, and any other just and proper relief available under GBL § 350.

348. In addition, Plaintiff Marble and New York Class Members seek equitable and injunctive relief against HALO on terms that the Court considers reasonable, and reasonable attorneys' fees and costs.

SEVENTH CLAIM FOR RELIEF
Violations of The Illinois Consumer Fraud and Deceptive Business Practices Act "ICFA"
815 ILCS 505/1, et seq.
(Plaintiff Reimer Individually and on Behalf of the Illinois Class)

349. Plaintiff Reimer, individually and on behalf of the Illinois Class, brings this cause of action and hereby adopts and incorporates by reference paragraphs 1-348 as though fully set forth herein.

350. Plaintiff Reimer and Illinois Class Members are persons within the context of the ICFA, 815 ILCS CS 505/1(c).

351. At all times relevant hereto, HALO was engaged in trade or commerce as defined under the ICFA, 815 ILCS 505/1(f).

352. Plaintiff Reimer and Illinois Class Members are "consumers" who purchased the BassiNest Flex for personal, family, or household use within the meaning of the ICFA, 815 ILCS 505/1(e).

353. The ICFA prohibits engaging in any "unfair or deceptive acts or practices . . . in the conduct of any trade or commerce." 815 ILCS 505/2.

354. 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 ("UDTPA"). 815 ILCS 505/2.

355. HALO's conduct, as described herein, took place within the state of Illinois and constituted unfair or deceptive acts or practices in the course of trade and commerce, in violation of 815 ICFA 505/1, et seq.

356. HALO engaged in deceptive trade practices in violation of the ICFA by failing to disclose and actively concealing the risks posed by the Defect.

357. HALO violated the ICFA and Section 2 of the UDTPA by representing that the BassiNest Flexes have characteristics or benefits that they do not have and that the BassiNest Flexes "are of a particular standard, quality or grade" when they are of another. 815 ILCS 505/2; 815 ILCS 510/2(7).

358. HALO advertised the BassiNest Flex with intent not to sell them as advertised, in violation of 815 ILCS 505/2 and 815 ILCS 510/2(9).

359. HALO engaged in fraudulent and/or deceptive conduct which creates the likelihood of confusion or of misunderstanding in violation of 815 ILCS 505/2 and 815 ILCS 510/2(3).

360. HALO has known of the Defect for over one year. However, HALO continued to allow unsuspecting purchasers to buy the BassiNest Flexes and allowed them to continue using the BassiNest Flexes, knowing they would eventually fail prematurely.

361. HALO owed Plaintiff Reimer and Illinois Class Members a duty to disclose the true safety and suitability for infant sleep of the defective BassiNest Flex because HALO: (a) possessed exclusive knowledge of the dangers and risks posed by the foregoing; (b) intentionally concealed the foregoing from Plaintiff Reimer and Illinois Class Members; and/or (c) made incomplete representations about the safety and suitability for infant sleep of the BassiNest Flex generally, while withholding material facts from Plaintiff Reimer and Illinois Class Members that contradicted these representations.

362. HALO intended that Plaintiff Reimer and Illinois Class Members would, in the course of their decision to expend monies in purchasing or repairing the BassiNest Flex, reasonably rely upon the misrepresentations, misleading characterizations, warranties and material omissions concerning the quality of the BassiNest Flex with respect to its safety, materials, workmanship, design and/or manufacture.

363. HALO's failure to disclose and active concealment of the dangers and risks posed by the defective BassiNest Flex were material to Plaintiff Reimer and Illinois Class Members and any reasonable consumer would have considered those facts important in deciding whether to purchase a bassinet or sleeper for their infant child. An infant bassinet made by a reputable manufacturer of safe and reliable infant bassinets is worth more than an otherwise comparable infant bassinet made by a disreputable manufacturer of defective infant bassinets that conceals defects rather than promptly remedies them.

364. HALO's misrepresentations, concealment, omissions, and other deceptive conduct were likely to deceive and cause misunderstanding and/or in fact caused Plaintiff Reimer and Illinois Class Members to be deceived about the safety and suitability for infant sleep of the BassiNest Flex, and that such BassiNest Flex would be backed by both express and implied warranties that would in fact be honored by HALO.

365. Although HALO and its agents were aware that the BassiNest Flexes were defective at the time Plaintiff Reimer and Illinois Class Members purchased their BassiNest Flex, HALO failed to disclose as much to Plaintiff Reimer and Illinois Class Members and/or otherwise provide a fix for the Defect, free of charge, as to comply with the terms of its written warranty and prevent the damages described herein.

366. Plaintiff Reimer and Illinois Class Members reasonably relied upon HALO's misrepresentations and omissions and expected that the BassiNest Flex would not be defective and would be safe and have a flat Sleeping Surface. They did not expect that the BassiNest Flex would be defective, not safe, and not flat. They did not expect that the BassiNest Flex would be tilted such that infants can roll from their backs into dangerous sleeping positions rendering the entire BassiNest Flex unusable and not fit for its ordinary use. Further, Plaintiff Reimer and Illinois Class Members reasonably expected HALO would honor its warranty obligations as represented to them at the time they purchased their BassiNest Flex.

367. HALO's conduct offends public policy as established by statutes and common law; is immoral, unethical, oppressive and/or unscrupulous and caused avoidable and substantial injury to Plaintiff Reimer and Illinois Class Members (who were unable to have reasonably avoided damages through no fault of their own) without any countervailing benefits to consumers.

368. Plaintiff Reimer and Illinois Class Members have been damaged as a proximate result of HALO's violations of the ICFA and have suffered damages as a direct and proximate result of purchasing the BassiNest Flex.

369. As a direct and proximate result of HALO's violations of the ICFA, as set forth above, Plaintiff Reimer and Illinois Class Members have suffered ascertainable loss of monies and property, caused by HALO's misrepresentations and failure to disclose material information.

370. Had they been aware of the Defect in the BassiNest Flex, Plaintiff Reimer and Illinois Class Members either would have paid less for their BassiNest Flex or would not have purchased it at all or on the same terms. Plaintiff Reimer and Illinois Class members did not receive the benefit of their bargain as a result of HALO's misconduct.

371. Plaintiff Reimer and Illinois Class Members are therefore entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs and attorneys' fees, pursuant to section 815 ILCS 505/10a of the ICFA. Plaintiff Reimer and Illinois Class Members are also entitled to injunctive relief, seeking an order enjoining HALO's unfair and/or deceptive acts or practices.

EIGHTH CLAIM FOR RELIED
Negligent Misrepresentation
(By Plaintiffs Individually and on Behalf of the Nationwide Class)

372. Plaintiffs, individually and on behalf of the New York Class, bring this cause of action and hereby adopt and incorporate by reference paragraphs 1-371 as though fully set forth herein.

373. Pursuant to New York law, a plaintiff must prove the following for a negligent misrepresentation claim: (1) a false statement of a material fact; (2) Defendants' knowledge that the statement was false; (3) Defendants' intent that the statement induces a plaintiff to act; (4) plaintiff's reliance upon the truth of the statement; and (5) plaintiff's damages resulting from reliance on the statement.

374. As sellers of the BassiNest Flex and merchants, and the self-proclaimed "Safe Sleep Expert,"[99] HALO had a duty to give correct information to Plaintiffs and Class Members regarding the truth and accuracy regarding the material facts concerning the serious safety risks posed by the

[99] *Safe Sleep Mission*, HALOSLEEP.COM, https://www.halosleep.com/safe-sleep-mission (last visited December 20, 2023).

BassiNest Flex including knowledge of the Defect. HALO had sole possession and control of this information and had a duty to disclose it accurately to Plaintiffs and Class Members.

375. HALO created a special relationship with Plaintiffs and Class Members through its Safe Sleep Campaign educating and advocating for infant back sleep and through its designing, manufacturing, marketing, and selling the BassiNest Flex as a product specifically suitable for infant back sleep.

376. HALO held or appeared to hold unique or special expertise and knowledge of safe infant sleep and products for safe infant sleep. HALO and Plaintiffs as well as Class Members had a special relationship of trust and confidence, and HALO persuaded Plaintiffs and Class Members to purchase the BassiNest Flex based on its representations and reputation of having expertise and knowledge.

377. HALO made misrepresentations to Plaintiffs and Class Members about the BassiNest Flex stating that it is a "flexible *safe* sleep solution"[100] and a "*safe* sleep space" for the youngest babies up to 5 months old or 20 pounds.[101] Additionally, HALO falsely represented to Plaintiffs and Class Members that the Product could be used by infants sleeping on their back as recommended by HALO.[102,103] These misrepresentations were made with the direct purpose of inducing Plaintiffs and Class Members into purchasing the BassiNest Flex.

378. Because the Defect in the BassiNest Flex could not be detected until after it manifested, and, additionally, because HALO has denied and purposefully concealed the defective nature of the BassiNest Flex and the serious safety risks caused by the Defect, Plaintiffs and the

---

[100] *BassiNest Flex,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).
[101] *Id.*
[102] *Id.*
[103] HALO BassiNest Flex Instruction Manuel, July 28, 2011, Available at: https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf (last visited December 20, 2023).

Class Members were not reasonably able to discover the Defect, despite their exercise of due diligence.

379. HALO knew, or otherwise should have known, that the BassiNest Flex contained the Defect and posed serious safety risks to infants, including Plaintiffs and Class Members based upon: (1) HALO's own internal testing, data, and surveys; (2) numerous consumer complaints lodged directly with HALO; (3) numerous consumer complaints lodged to retailers; and (4) multiple consumer complaints and reports lodged with the CPSC;.

380. Despite HALO's knowledge of material facts concerning the existence of the serious safety risks posed by the BassiNest Flex, HALO actively concealed the serious safety risks from consumers by failing to disclose the serious safety risks to consumers.

381. HALO omitted, concealed, and failed to disclose to consumers that the BassiNest Flex poses serious safety risks to infants, including that the BassiNest Flex is inherently defective; unreasonably dangerous; not fit to be used for its intended purpose; and/or is capable of causing serious injury and death to infants. Rather than disclose this information, HALO marketed the BassiNest Flex as safe and suitable for their intended purpose as an infant sleeper.

382. HALO undertook active and ongoing steps to conceal the serious safety risks posed by the BassiNest Flex to infants. Plaintiffs are unaware of anything in HALO's advertising, labeling, marketing, or other communications to the consuming public that disclosed the truth about the serious safety risks posed by the BassiNest Flex, despite HALO's awareness of such serious safety risks. In fact, HALO continues to deny and conceal the existence of such safety risks associated with the BassiNest Flex.

383. The facts concealed and/or not disclosed by HALO to consumers, including Plaintiffs and other Class Members, were material, in part, because they concerned an essential aspect of the BassiNest Flex, including the intended use and safety. Such facts affect the conduct

of purchasers and a reasonable person would have considered those facts to be important in deciding whether to purchase the BassiNest Flex. Rather than disclose this information, HALO marketed and labeled the BassiNest Flex as a safe infant sleeper.

384. HALO intentionally concealed and/or failed to disclose such material facts for the purpose of inducing consumers, including Plaintiffs and other Class Members, to purchase the BassiNest Flex.

385. Plaintiffs and other Class Members, without knowledge of the true nature of the BassiNest Flex, justifiably acted or relied upon the concealed and/or nondisclosed material facts to their detriment, as evidence by their purchase of the BassiNest Flex.

386. As a direct and proximate result of HALO's concealment and/or nondisclosure of material facts, consumers, including Plaintiffs and other Class Members have been damaged as alleged herein, and are entitled to recover damages. Plaintiffs and other Class Members would not have purchased the BassiNest Flex on the same terms had they known that the BassiNest Flex posed serious safety risks to their infants.

387. Plaintiffs and Class Members are entitled to all relief the Court finds proper as a result of HALO's conduct described herein.

NINETH CLAIM FOR RELIEF
Negligence
(By Plaintiffs Individually and on Behalf of the Nationwide Class)

388. Plaintiffs, individually and on behalf of the New York Class, bring this cause of action and hereby adopt and incorporate by reference paragraphs 1-387 as though fully set forth herein.

389. HALO directly or indirectly, caused the BassiNest Flex to be sold, distributed, packaged, labeled, marketed, promoted, and/or used by Plaintiffs and the other Class Members.

390. At all times relevant, HALO had a duty to exercise reasonable care in the design, testing, research, manufacture, marketing, advertisement, supply, promotion, packaging, sale, and distribution of the BassiNest Flex, including the duty to take all reasonable steps necessary to manufacture, promote, and/or sell a product that was not unreasonably dangerous to consumers and users of the BassiNest Flex.

391. At all times relevant, HALO had a duty to exercise reasonable care in the marketing, advertisement, and sale of the BassiNest Flex. HALO's duty of care owed to consumers and the general public included providing accurate, true, and correct information concerning the risks of using the BassiNest Flex and appropriate, complete, and accurate warnings concerning the potential safety risks regarding the use of the BassiNest Flex, and, in particular, its uniform Defect causing the Tilt Hazard leading to infants rolling from their backs to dangerous sleep positions.

392. At all times relevant, HALO knew or, in the exercise of reasonable care, should have known of the safety hazards and dangers the BassiNest Flex and, specifically, the uniform Defect causing the Tilt Hazard leading to infants rolling from their backs to dangerous sleep positions and putting them at risk for SIDS.

393. HALO knew, or otherwise should have known, that the BassiNest Flex posed serious safety risks to infants, including Plaintiffs' and the other Class Members' infants, based upon: (1) their own internal testing, data, and surveys; (2) numerous consumer complaints lodged directly with HALO; (3) numerous consumer complaints lodged with HALO's authorized retailers; (4) multiple consumer complaints and reports lodged with the CPSC, and (5) the CSPC's Staff Report recognizing that cantilever-designed infant bassinets are problematic and potentially dangerous.[104]

[104] CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, CPSC.gov, https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-

394. Accordingly, at all times relevant, HALO knew or, in the exercise of reasonable care, should have known that use of the BassiNest Flex could cause and has caused infants to roll from their backs to dangerous sleep positions and putting them at risk for SIDs and thus, created a dangerous and unreasonable risk of injury and death to the infants using the BassiNest Flex, including Plaintiffs' and the other Class Members' infants.

395. HALO also knew or, in the exercise of reasonable care, should have known that users and consumers of the BassiNest Flex were unaware of the safety risks and the magnitude of the safety risks associated with use of the defective BassiNest Flex.

396. HALO omitted, concealed, and failed to disclose to consumers that the BassiNest Flex poses serious safety risks to infants, including that the BassiNest Flex was inherently defective; unreasonably dangerous; not fit to be used for its intended purpose; contained a Defect resulting in the Tilt Hazard; created an unsafe sleeping environment for infants and can and has caused infants to roll from their backs to dangerous sleep positions. Rather than disclose this information, HALO marketed the BassiNest Flex as a "flexible *safe* sleep solution"[105] and a "*safe* sleep space for the youngest babies up to 5 months old or 20 pounds."[106]

397. As such, HALO breached the duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, testing, marketing, supply, promotion, advertisement, packaging, sale, and distribution of the BassiNest Flex, in that HALO manufactured, marketed, promoted, and sold the BassiNest Flex with the uniform Defect, which leads to the sleeping surface to tilt, knew or had reason to know of the Defect inherent in the BassiNest Flex, knew or had reason to know that an infant's use of the BassiNest Flex created a

120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS (last visited December 20, 2023).

[105] *BassiNest Flex,* HALOSLEEP.COM, https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791 (last visited December 20, 2023).

[106] *Id.*

significant risk of serious injury and death and is unreasonably dangerous for infants, and failed to prevent or adequately warn of these risks and injuries.

398. In breach of its duties, HALO negligently:

a. Failed to design, manufacturer, formulate, and package the BassiNest Flex without the uniform Defect;

b. Designed, manufactured, and formulated the BassiNest Flex such that it contained the uniform Defect;

c. Failed to conduct adequate research and testing to determine the extent to which use of the BassiNest Flex was likely to cause the Tilt Hazard in the sleeping surface and cause infants to roll from their backs to dangerous sleep positions;

d. Failure to conduct adequate research and testing to determine the extent to which the BassiNest Flex was likely to cause or contribute to causing cause the Tilt Hazard in the sleeping surface and cause infants to roll from their backs to dangerous sleep positions; and

e. Failed to warn that the BassiNest Flex could and has caused infants to roll from their backs to dangerous sleep positions.

399. Despite an ability and means to investigate, study, and test the BassiNest Flex and to provide adequate warnings, HALO has failed to do so. Indeed, HALO has wrongfully concealed information and has further made false and/or misleading statements concerning the safety of the BassiNest Flex.

400. HALO was negligent in the following respects:

a. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing the BassiNest Flex without thorough and adequate pre-and post-market testing;

b. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing the BassiNest Flex while negligently and/or intentionally concealing and failing to disclose the results of trials tests, and, consequently, the risk of serious injury and death associated with use of the BassiNest Flex;

c. Failing to undertake sufficient studies and conduct necessary testing and adverse event analysis to determine whether the BassiNest Flex was safe for its intended use as an infant sleeper;

d. Failing to use reasonable and prudent care in the design, research, manufacture, and development of the BassiNest Flex to avoid the risk of

serious harm and death to infants associated with the prevalent use of the BassiNest Flex as an infant sleeper.

e. Failing to design, test, and manufacture the BassiNest Flex to ensure it was at least as flat, safe, and effective as other infant sleepers on the market;

f. Failing to provide adequate instructions, guidelines, and safety precautions to those consumers who HALO could reasonably foresee would use the BassiNest Flex;

g. Failing to disclose to Plaintiffs, Class Members, users/consumers, and the general public that use of the BassiNest Flex presented risks or serious injury of death to infants;

h. Failing to warn Plaintiffs and Class Members, consumers, and the general public that the BassiNest Flex's risk of harm was unreasonable and that there were safer and effective alternative infant sleeper available to Plaintiffs and other consumers;

i. Systematically suppressing or downplaying contrary evidence about the risks, incidence, and prevalence of the Tilt Hazard caused by the Defect uniformly present in the BassiNest Flex;

j. Representing that its BassiNest Flex was safe for its intended use when, in fact, HALO knew or should have known that the BassiNest Flex was not safe for its intended purpose;

k. Failing to make and/or submit any changes to the BassiNest Flex's labeling or other promotional materials that would alert the consumers and the general public of the risks of the BassiNest Flex;

l. Advertising, marketing, and recommending the use of the BassiNest Flex while concealing and failing to disclose or warn of the dangers known by HALO to be associated with or caused by the use of the BassiNest Flex;

m. Continuing to disseminate information to its consumers, which indicates or implies that HALO's BassiNest Flex is safe and suitable for infant sleep; and

n. Continuing the manufacture and sale of its products with the knowledge that the BassiNest Flex was unreasonably unsafe and dangerous to infants.

401. HALO knew, or otherwise should have known, that it was foreseeable that consumers' infants, including Plaintiffs' and the other Class Members' infants, would be placed at risk of serious injury and death as a result of HALO's failure to exercise ordinary care in the manufacturing, marketing, promotion, labeling, distribution, and sale of the BassiNest Flex.

402. Plaintiffs and the other Class Members did not know the nature and extent of the injuries that could result from the intended use of the BassiNest Flex.

403. HALO's negligence was the proximate cause of the injuries, harm, and economic losses that Plaintiffs and the other Class Members suffered, as described herein, including the injuries suffered by Plaintiffs' and the other Class Members' infants.

404. HALO's conduct, as described above, was reckless. HALO regularly risked the lives of consumers and users of the BassiNest Flex, including Plaintiffs and the other Class Members and their infants, with full knowledge of the dangers of the BassiNest Flex. HALO made conscious decisions not to redesign, re-label, warn, or inform the unsuspecting public, including Plaintiffs and the other Class Members. HALO's reckless conduct therefore warrants an award of aggravated or punitive damages.

405. As a direct and proximate result of HALO's wrongful acts and omissions in placing the defective BassiNest Flex into the stream of commerce without adequate warnings of the risks of serious injury and death to infants, Plaintiffs' and the other Class Members' have been damaged and their infants have been placed at risk of serious injury and death.

JURY DEMAND

406. Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully requests that this Court:

A. Declaring that this action is a proper class action, certifying the Classes as requested herein, designating Plaintiffs as Class Representatives and appointing the undersigned counsel as Class Counsel;

B. Ordering payment of actual and punitive damages, restitution and disgorgement of all profits and unjust enrichment that HALO obtained from Plaintiffs and the Class Members as a result of HALO's unlawful, unfair and fraudulent business practices;

C. Ordering injunctive relief as permitted by law or equity, issuing an immediate recall the BassiNest Flex; further permanently enjoining HALO from continuing the unlawful practices as set forth herein, and ordering HALO to engage in a corrective advertising campaign;

D. Ordering HALO to pay attorneys' fees and litigation costs to Plaintiffs and the other members of the Classes;

E. Ordering HALO to pay both pre- and post-judgment interest on any amounts awarded; and

F. Ordering such other and further relief as may be just and proper.

Dated: December 20, 2023

Respectfully submitted,

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC

/s/ Mitchell Breit
Mitchell Breit
405 East 50th Street
New York, New York 10022
Tel: (347) 668-8445
mbreit@milberg.com

Rachel Soffin*
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
3833 Central Avenue
St. Petersburg, FL 33713
T: 865-247-0080
F: 865-522-0049
rsoffin@milberg.com

Harper T. Segui*
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
825 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
T: 919-600-5000
hsegui@milberg.com

Erin Ruben*
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
900 W. Morgan Street
Raleigh, NC 27603
T: 919-600-5000
eruben@milberg.com

Kelsey Gatlin Davies*
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
800 S. Gay Street, Suite 1100
Knoxville, TN 37929
T: 865-247-0080
F: 865-522-0049
kdavies@milberg.com

**Application to be admitted pro hac vice is forthcoming*

Attorneys for Plaintiffs & Proposed Classes

ClassAction.org
