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8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA RIVERSIDE DIVISION**

11 Woodrow Russell, individually and on
12 behalf of all others similarly situated,
13 Plaintiff

14 v.

15 NEXGRILL INDUSTRIES, INC, and
16 DOES 1 through 100, inclusive,
17 Defendant

CASE NO.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

18 Plaintiff Woodrow Russell ("Plaintiff"), individually and on behalf of all others
19 similarly situated, brings this action against Defendant, Nexgrill Industries Inc.
20 ("Defendant") by his undersigned attorneys alleges upon information and belief,
21 except for allegations pertaining to Plaintiff, which are based on personal knowledge:
22

1 **INTRODUCTION**

2 1. This is a proposed class action brought on behalf of consumers of
3 Defendant NEXGRILL INDUSTRIES INC. (“Defendant”) Metal Wire Bristle Grill
4 Brushes products that were designed, manufactured, marketed and sold by Defendant
5 with a defect, and later subject to a delayed, deficient, and inadequate recall.

6 2. On March 26, 2026, Defendant announced a recall (“Recall”). The Recall
7 included Defendant’s metal wire bristle grill brushes with plastic or wood handles
8 measuring between 18 and 21 inches long, including models 530-0024, 530-0024G,
9 530-0034, 530-0039, 530-0041 and 530-0042 (“Products”)¹.

10 3. The stated reason for the recall was that small metal wire bristles can
11 detach from the brushes, stick to the grill or food, posing an ingestion hazard and risk
12 of serious internal injuries that could require surgery (“Defect”).

13 4. Defendant was aware of the issues caused by metal wire bristles and
14 continued to manufacture and sell the Products for years knowing that they contained
15 the Defect.
16

17 5. Defendant delayed the Recall, when it should have announced it many
18 years ago.

19 6. Furthermore, the Recall is inadequate. Defendant is offering a refund to be
20 issued as a gift card. However, a gift card is not the same as a cash refund and does

21 ¹ [Nexgrill Recalls Over 10.2 Million Metal Wire Bristle Grill Brushes Due to Ingestion Hazard; Sold at Home Depot | CPSC.gov.](#)

1 not fully compensate consumers for the premium price paid, or the time and burden
2 required to participate in the Recall.

3 7. Consumers only have one option – stop using the recalled grill brushes,
4 obtain a registration code, upload a photograph of the brush with the code and initials,
5 wait for confirmation that registration has been processed, and then follow
6 Defendant’s directions to discard the recalled Product in order to receive a refund by
7 gift card. Consumers did not bargain for a grill brush where the bristles could detach
8 and injure them without notice.

9 8. Even more, Recall is burdensome, with Defendant only allowing
10 participation for those who still possess the Product, and requiring those consumers to
11 contact the Defendant, Defendant provide a registration code to the consumers,
12 upload an image of the brush with the registration code and the consumers initials to
13 the recall website to register for the recall. After registering, consumers would then
14 receive a confirmation email stating that their registration has been successfully
15 processed and finally consumers will then receive directions on how to discard the
16 recalled grill brush.

17 9. By design, the recall received very little publication, with the result that
18 the response rate has been low that allows them to say they are doing the right thing,
19 when in fact the primary objective is to protect its bottom line.
20

1 14. Given the number of units recalled, the \$5,000,000 in controversy
2 threshold is easily met.

3 15. This Court has personal jurisdiction over Defendant because Defendant
4 maintains its principal business in Chino, California and conducts and transacts
5 business throughout this District.

6 16. Venue is proper in this District because Defendant maintains its principal
7 place of business in this District, is subject to personal jurisdiction in this District, and
8 the corporate decisions, acts, and omissions challenged herein occurred in, were
9 directed from, or emanated from this District.
10

11 **PARTIES**

12 **PLAINTIFF**

13 **17.** Plaintiff Woodrow Russell is a resident of Grant Pass, Oregon. Plaintiff
14 purchased at least one of Defendant's Products. Plaintiff purchased one of the Long
15 Handle Grill Brush (model number 530-0034) at a Home Depot in Grants Pass,
16 Oregon on or about a date between 2019 and 2020.

17 **18.** Plaintiff used the Product to clean his grill, including when the grill was
18 hot.

19 **19.** Plaintiff considered Defendant a reputable company with a strong
20 reputation for producing high quality grill products and believed these Products
21 would be no different.
22

1 20. Before purchasing the Product, Plaintiff reviewed the Product details,
2 descriptions, specifications. Plaintiff understood this to mean that the Product was a
3 reliable, durable, and safe to use as a grill brush. None of Defendant's materials
4 disclosed the Defect. If the Product's labeling or packaging had disclosed the Defect,
5 then Plaintiff would not have purchased the Product, or would not have purchased the
6 Product on the same terms.

7 21. Defendant failed to disclose the Defect to Plaintiff prior to and at the time
8 of purchase. Had Plaintiff known of the Defect, he would not have purchased the
9 Product on the same terms or for the same price.

10 22. Plaintiff relied on Defendant's implied representations that the Product
11 was safe for use.

12 23. When using the Product, Plaintiff experienced the Defect. Some of the
13 bristles detached from the Product and Plaintiff stopped using the Product.

14 24. The Recall is ineffective as it provides the Plaintiff only a gift card refund
15 and offers no replacement product comparable to the Product he purchased, it does
16 not provide a cash monetary refund to Plaintiff but rather allows him to receive a gift
17 card refund after complying with burdensome recall requirements that do not provide
18 complete relief for the defective Product he purchased.

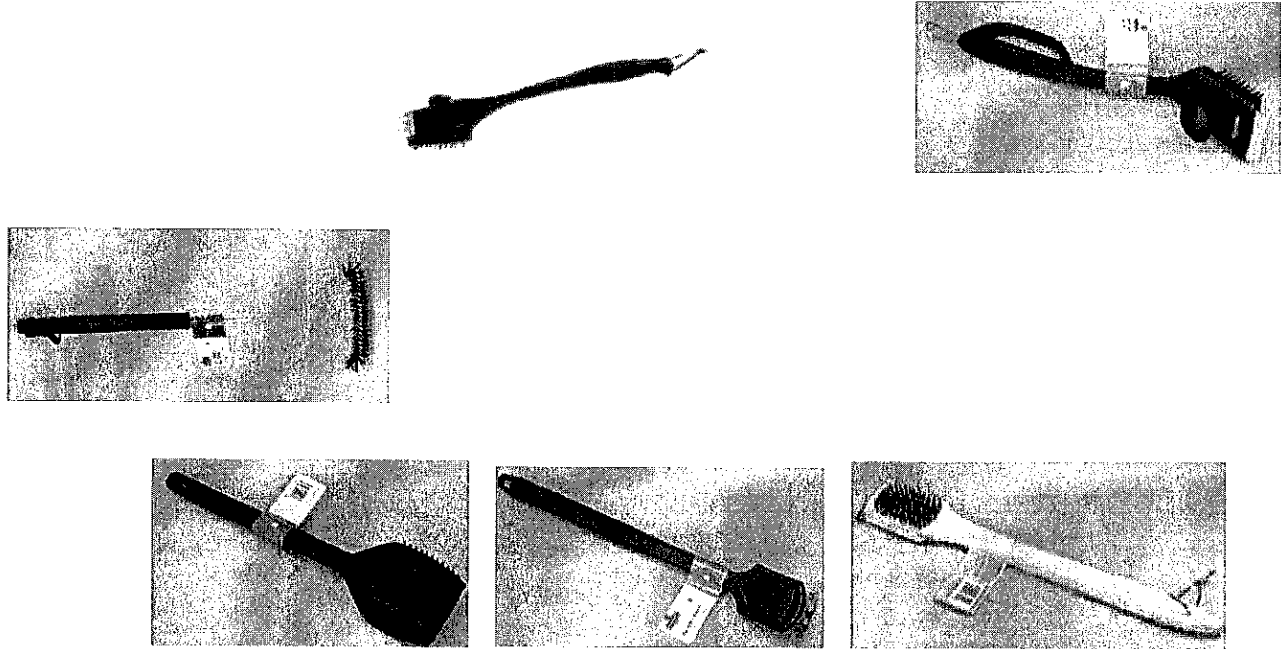
19
20 **DEFENDANT**

1 30. In order to enable consumers to clean baked-on food, grease and debris
2 from their grills, Defendant sells brushes that can be used to clean the grill before or
3 after its use.

4 31. One of the types of brushes that Defendant sold is a metal wire bristle grill
5 brush. These brushes can be used on hot or cold grills and are purportedly effective at
6 cleaning off food, grease and debris.

7 32. However, these brushes suffer from a major flaw—the Defect. The metal
8 bristles at the end of the brush can detach, stick to the grill or food, posing an
9 ingestion hazard and risk of serious internal injuries that could require surgery.

10 33. Examples of the brushes from the Recall notice are pictured below:



1 34. Defendant has sold these brushes since at least 2015 and has continued
2 selling them despite being aware of the Defect, including through complaints made to
3 the CPSC about the Defect.

4 35. Numerous reports have come out over the past 5-10 years about the
5 dangers of these brushes.

6 36. All of the omissions and misrepresentations at issue were uniformly and
7 consistently made at all times while the Products were sold between 2015 through
8 2026.

9 37. Defendant represented the Products as grill cleaning brushed designed and
10 intended to clean grills and to remove food, grease, and debris from cooking grates.
11 Defendants sold the Products as grill accessories that consumer could use for their
12 ordinary and intended purpose of cleaning grills.

13 38. Reasonable consumers understood this to mean that the Products were
14 safe, reliable, and durable grill brushes that were safe to use on all grills, both hot and
15 cold.
16

17 39. However, these Representations were false and misleading, because the
18 Products were not safe, reliable, and durable.

19 40. For example, before Defendant began distributing the recalled Nexgrill
20 Long Handle Grill Brush, model 530-0034, the CDC published a July 2012 Morbidity
21 and Mortality Weekly Report addressing injuries arising from ingestion of wire
22

1 bristles from grill-cleaning brushes and warning that awareness among manufacturers
2 and retailers could reduce exposure and future injuries³.

3 41. On July 4, 2018, Consumer Reports published an article called “Guard
4 Against Wire Grill Brush Dangers. Sharp bristles can get left behind after cleaning
5 and stick to your food, posing a risk.”⁴

6 42. Today published an article on May 24, 2024 titled “Using this popular
7 grilling tool lands people in the ER every summer.”⁵

8 43. Defendant is in a superior position to consumers regarding the Defect and
9 reasonable consumers were entitled to rely, and did rely, on Defendant’s
10 representations and omissions regarding the utility and safety of the Products.

11 44. Upon information and belief, there was no adequate warning disclosing
12 the Defect on the Products’ labels, on the websites where the Products were sold, or
13 on the Products themselves. The omission and misrepresentations pertain to an
14 unreasonable safety hazard that reasonable consumers consider to be material.
15

16 45. Furthermore, Defendant acknowledged that it is aware of at least 68
17 reports and reviews where small wire bristles detached from the grill brushes,
18
19

20 ³ <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6126a4.htm>.

21 ⁴ <https://www.consumerreports.org/food-safety/wire-grill-brush-danger/>.

22 ⁵ <https://www.today.com/health/pediatric-er-doctor-warns-danger-wire-grill-brushes-rcna84124>.

1 including five reports of consumers who swallowed metal bristles and sought medical
2 treatment to remove the bristles from their digestive tract or throat. ⁶

3 46. Despite being aware of this fundamental Defect, or at minimum having
4 reason to know the Defect, Defendant continued selling these Products reaping the
5 profits from their sale while at the same time failing to disclose from consumers that
6 these brushes contain a fundamental defect.

7 47. Upon information and belief, Defendant did not disclose the Defect on the
8 product packaging or labeling or in any other customer-facing document or display.
9 Retailers' sales personnel and customer service representatives also did not disclose
10 the Defect.

11 48. At the time of purchase, Plaintiff and class members did not know and did
12 not have reason to know that the Products were defective. Defendant, and its
13 predecessor, had exclusive knowledge of that fact.

14 49. Due to Defendant's reputation as a company that creates high quality
15 grilling products, consumers relied on Defendant's continued sale of these Products,
16 believing them to be safe.

17 50. Defendant made partial representations to Plaintiff and class members,
18 while suppressing the safety Defect. Specifically, Defendant marketed the Products
19

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21

⁶ [Nexgrill Recalls Over 10.2 Million Metal Wire Bristle Grill Brushes Due to Ingestion Hazard; Sold at Home Depot | CPSC.gov](http://www.cpsc.gov)

1 as safe, reliable, and durable, while knowing that those representations were not true
2 and failing to disclose the Defect.

3 51. However, given Defendant's admissions in the Recall notice, which came
4 far too late as Defendant has known about the Defect for years, it is clear that the
5 Defect is dangerous, was known by Defendant for a while, and yet Defendant
6 continued to deceive consumers by selling dangerous Products.

7 52. Defendant was aware of the defect at the time of sale. Indeed, it took
8 numerous complaints regarding the Defect and injuries, before Defendant finally
9 issued a recall.

10 53. Before the products were first launched, Defendant knew or should have
11 known about the Defect based on publicly available information concerning wire
12 bristle grill brush hazards, consumer complaints, and as a result of pre-release testing.

13 54. Upon information and belief, after launching the products, Defendant
14 monitored a variety of sources of information to detect signs of defects. These
15 sources of information include warranty claim data, customer complaints to
16 Defendant, replacement part data, field reports, and CPSC correspondence.

17 55. Defendant knew that for every complaint made, there is a statistical
18 likelihood that there were many more unreported incidents, and Defendant made
19 projections about the likely manifestation rate and future warranty claims based on
20 the number of known complaints.
21

1 without hazards. These representations are false and misleading because the Products
2 are not safe and contain the Defect.

3 60. WHEN: Defendant made the material misrepresentations, omissions, and
4 non-disclosures detailed herein continuously at every point of purchase throughout
5 the Class Period.

6 61. WHERE: Defendant's material misrepresentations, omissions, and
7 non-disclosures detailed herein were made, *inter alia*, on the labels and packaging of
8 its Products.

9 62. WHY: Defendant engaged in the material misrepresentations, omissions,
10 and non-disclosures detailed herein for the express purpose of inducing Plaintiff and
11 other reasonable consumers to purchase its Products based on the belief that the
12 Products are safe to use for grilling purposes. Defendant profited by selling its
13 Products to hundreds of thousands of unsuspecting consumers.
14

15 **CLASS ALLEGATIONS**

16 63. Plaintiff brings this action as a class action pursuant to Rule 23(a), (b)(2),
17 (b)(3) and (c)(4) of the Federal Rules of Civil Procedure.

18 64. Plaintiff brings this action on behalf of the following consumers:

19 a. **Nationwide Class:**

20 During the fullest period allowed by law, all consumers who purchased at least
21 one of the Products in the United States.
22

1 b. California Subclass:

2 During the fullest period allowed by law, all consumers who purchased at least
3 one of the Products in California.
4

5 65. Excluded from the Class are Defendant's current or former officers,
6 directors, and employees; counsel for Plaintiff and Defendant; and the judicial officer
7 to whom this lawsuit is assigned.

8 66. Plaintiff reserves the right to amend or otherwise alter the class definition
9 presented to the Court at the appropriate time in response to facts learned through
10 discovery, legal arguments advanced by Defendant, or otherwise. Plaintiff also
11 reserves the right to create additional subclasses.

12 67. The requirements of Federal Rule of Civil Procedure 23 are satisfied
13 because:

14 a. Numerosity: The members of the Class are so numerous that joinder
15 of all members is impracticable. Based on the Recall notice, which
16 indicates that approximately 10.2 million Products were sold,
17 Plaintiff estimates that the Class numbers are in the hundreds of
18 thousands if not millions.

19 b. Commonality: There are questions of law and fact that are common
20 to the Class members and that predominate over individual
21 questions. These include the following:
22

- i. Whether the Products contain the Defect alleged herein;
- ii. Whether Defendant knew or should have known of the Defect;
- iii. Whether Defendant had a duty to disclose the Defect to consumers;
- iv. Whether Defendant failed to adequately warn Plaintiff and Class Members that the Products contained the Defect;
- v. Whether Defendant's representations and omissions were misleading or deceptive;
- vi. Whether Defendant omitted or failed to disclose material information to Plaintiff and Class Members regarding the Products;
- vii. Whether Defendant concealed from and/or failed to disclose to Plaintiffs and Class Members that the Products contain the Defect;
- viii. Whether Defendant's conduct as alleged violated the consumer protection statutes alleged herein;
- ix. Whether Defendant's conduct was unfair or illegal;

1 x. Whether Plaintiff and Class Members suffered
2 economic injury;

3 xi. Whether Defendant's conduct violates public policy;
4 and

5 xii. Whether Defendant was unjustly enriched.

6 c. Typicality: Plaintiff's claims are typical of the claims of the Class
7 Members because Plaintiff suffered the same injury as the Class
8 Members by nature of their purchases of the Products.

9 d. Adequacy: Plaintiff will fairly and adequately represent and protect
10 the interests of the members of the class. Plaintiff does not have any
11 interests that are adverse to those of the Class members. Plaintiff has
12 retained competent counsel experienced in class action litigation
13 who intends to prosecute this action vigorously and have the
14 financial means of doing so.

15 e. Superiority: A class action is superior to other available methods for
16 the efficient adjudication of this controversy. Class action treatment
17 will permit a large number of similarly situated persons to prosecute
18 their common claims in a single forum simultaneously, efficiently,
19 and without the unnecessary duplication of effort and expense that
20 numerous individual actions would engender. Since the damages
21

1 suffered by individual Class members are relatively small, the
2 expense and burden of individual litigation make it virtually
3 impossible for the Class members to seek redress for the wrongful
4 conduct alleged, while an important public interest will be served by
5 addressing the matter as a class action.

6 68. Plaintiff knows of no difficulty that will be encountered in the
7 management of this litigation that would preclude its maintenance as a class action.
8

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11
12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **Violations of California Unfair Competition Law (“UCL”)**

15 **Cal. Bus & Prof. Code §§ 17200, *et seq.***

16 **(On Behalf of Plaintiff and the California Subclass)**

17 69. Plaintiff incorporates and realleges each preceding paragraph as though fully
18 set forth herein.

19 70. Plaintiff brings this cause of action individually and on behalf the California
20 Subclass

21 71. California Business & Professions Code Section 17200 prohibits acts of “unfair
22 competition,” including any “unlawful or fraudulent business act or practice”
and “unfair, deceptive, untrue or misleading advertising”.

1 72. Defendant acted with knowledge and intent.

2 73. Plaintiff alleges a claim under all three prongs of the UCL.

3 74. As alleged above, Defendant engaged in fraudulent conduct that had the
4 tendency or capacity to deceive or confuse reasonable consumers.

5 75. Defendant's conduct also constitutes "unfair" business acts and practices
6 within the meaning of the UCL, in that its conduct was injurious to consumers,
7 offended public policy, and was unethical and unscrupulous. Defendant's
8 violation of consumer protection and unfair competition laws resulted in harm
9 to consumers.

10 76. Plaintiff also alleges a violation under the "unlawful" prong of the UCL
11 because Defendant's conduct violated consumer protection laws and the
12 common law as set forth herein.

13 77. As a direct and proximate result of Defendant's unfair and deceptive practices,
14 Plaintiff and the other members of the California Subclass have suffered
15 out-of-pocket losses.

16 78. Plaintiff and Class Members have suffered an injury in fact resulting in the loss
17 of money and/or property as a proximate result of the violations of law and
18 wrongful conduct of Defendant alleged herein, and they lack an adequate
19 remedy at law to address the unfair conduct at issue here.

20 79. Plaintiff seeks all relief available under the UCL.
21

1 89. As a result of Defendant's misconduct, Plaintiff and other Class Members have
2 suffered monetary harm.

3 90. Plaintiff seeks all relief available under this cause of action, except damages.

4 Plaintiff may amend this claim at a later time to add a damages claim.
5

6 **THIRD CAUSE OF ACTION**
7 **UNJUST ENRICHMENT**

8 **(On Behalf of Plaintiff and the Nationwide Class, or Alternatively, the**
9 **California Subclass)**

10 91. Plaintiff repeats and realleges each and every allegation contained in all
11 the foregoing paragraphs as if fully set forth herein.

12 92. This claim is brought in the alternative to the other Causes of Action on
13 behalf of the Nationwide class or, alternatively, the California Subclass. The Federal
14 Rules of Civil Procedure allow Plaintiff to plead alternative theories.

15 93. Defendant's conduct violated, *inter alia*, state, and federal law by
16 manufacturing, advertising, labeling, marketing, distributing, and selling the Products
17 while misrepresenting and omitting material facts, including by making
18 representations alleged herein.

19 94. Defendant's unlawful conduct, including its representations and
20 omissions, allowed it to knowingly realize substantial revenues from selling the
21 Products at the expense of, and to the detriment or impoverishment of, Plaintiff and
22

1 Class Members and to Defendant's benefit and enrichment. Defendant has violated
2 fundamental principles of justice, equity, and good conscience.

3 95. Plaintiff and Class members conferred significant financial benefits and
4 paid substantial compensation to Defendant via retailers for the Products, which were
5 not as Defendant represented them to be.

6 96. Defendant knowingly received and enjoyed the benefits conferred by
7 Plaintiff and Class Members.

8 97. It is inequitable for Defendant to retain the benefits conferred by Plaintiff
9 and Class Members' payments.

10 98. Plaintiff and Class Members seek to establish a constructive trust from
11 which Plaintiff and Class Members may seek restitution.
12

13 **FOURTH CAUSE OF ACTION**

14 **FRAUD**

15 **(On Behalf of Plaintiff and the Nationwide Class or, Alternatively, the California
16 Subclass)**

17 99. Plaintiff repeats and realleges each and every allegation contained in all
18 the foregoing paragraphs as if fully set forth herein.

19 100. This claim is brought on behalf of the Nationwide class or, alternatively,
20 the California Subclass.
21

1 101. Defendant's conduct was fraudulent because it had the effect of deceiving
2 consumers into believing its marketing of the Products as safe when in fact the
3 Products contain the Defect.

4 102. Defendant knowingly, willfully, fraudulently, and/or recklessly concealed
5 and suppressed material facts regarding the Products.

6 103. As detailed above, Defendant made false or misleading statements to
7 Plaintiff and Class Members regarding the safety of the Products. These uniform and
8 pervasive representations were made through Defendant's marketing of the Products
9 as industry leaders in grilling products, labels and packaging materials, the websites
10 of Defendant and its authorized retailers and other promotional materials for the
11 Products.

12 104. Defendant's representations were false and misleading because the
13 Products contain the Defect and because of the associated risks to consumers,
14 including injury.

15 105. As described above, prior to and after distributing the Products into the
16 consumer marketplace, Defendant knew that the Products contained the Defect and
17 presented the associated risks to consumers. Nonetheless, Defendant, through its
18 misrepresentations, misleading statements and omissions detailed herein, continued to
19 sell the Products in the United States in order to increase its own profits and garner
20 market share, while putting the lives of consumers at risk.
21

1 106. Defendant knew the representations were false and intended that Plaintiff
2 and Class Members rely on them.

3 107. Defendant's conduct was further fraudulent because Defendant failed to
4 disclose the Defect associated with the Products. Specifically, Defendant failed to
5 adequately warn Plaintiff and Class Members that the Products contained the Defect,
6 were not safe and could cause and had caused injury.

7 108. These misrepresentations and omissions were material to the decision of
8 Plaintiff and Class Members to acquire the Products. Plaintiffs and members of the
9 Class justifiably relied on Defendant's misrepresentations of material facts and
10 omissions regarding the Products, as described above.

11 109. Defendant has a duty to disclose the truth regarding the safety of the
12 Products because the safety of the Products has a direct impact on the health and
13 safety of the consumers who utilize them. This duty arose from the fact that
14 Defendant: (a) had exclusive and/or far superior knowledge and access to knowledge
15 regarding the safety and durability of the Products; (b) affirmatively and intentionally
16 concealed material facts from Plaintiff and Class Members; and (c) knew that the
17 Products were not safe for their marketed and intended use.

18 110. The material facts Defendant represented and omitted to disclose were
19 made to Plaintiff and members of the Class when they purchased the Products.
20

1 111. Defendant intended that its misrepresentations and omissions of material
2 fact would deceive or mislead Plaintiff and members of the Class and induce them to
3 purchase the Products.

4 112. Plaintiff and members of the Class justifiably relied on Defendant's
5 misrepresentations and omissions of material facts regarding the Products.

6 113. Defendant's conduct showed malice, motive and a reckless disregard of
7 the truth such that an award of punitive damages is appropriate.

8 114. Defendant's misrepresentations and omissions of material facts directly
9 and proximately caused the damages suffered by Plaintiff and members of the Class.
10

11 115. As a result of Defendant's misrepresentations and omissions of material
12 facts, Plaintiff and members of the Classes were damaged in an amount to be proven
13 at trial.

14 **FIFTH CAUSE OF ACTION**
15 **NEGLIGENCE**

16 **(On Behalf of Plaintiff and the Nationwide Class or, Alternatively, the**
17 **California Subclass)**

18 116. Plaintiff repeats and realleges each and every allegation contained in all
19 the foregoing paragraphs as if fully set forth herein.

20 117. This claim is brought on behalf of the Nationwide class or, alternatively,
21 the California Subclass.

1 118. Defendant directly or indirectly caused the Products to be sold,
2 distributed, packaged, labeled, marketed, promoted and/or used by Plaintiff and the
3 other Class Members.

4 119. At all times relevant, Defendant had a duty to exercise reasonable care in
5 the design, testing, research, manufacture, marketing, advertisement, supply,
6 promotion, packaging, sale and distribution of the Products, including the duty to take
7 all reasonable steps necessary to manufacture, promote and/or sell a product that was
8 not unreasonably dangerous to consumers and users of the Products.

9 120. Defendant's duty of care owed to consumers and the general public
10 included providing accurate, true and correct information concerning the risks of
11 using the Products and appropriate, complete and accurate warnings concerning the
12 potential safety risks regarding the use of the Products, and, in particular, their
13 uniform Defect.

14 121. Defendant knew, or otherwise should have known, that the Products posed
15 serious safety risks to consumers, because of, among other things, their own internal
16 testing, data and surveys, the Recall, various publications, and the multiple reports of
17 injuries associated with the Defect.

18 122. Defendant also knew or, in the exercise of reasonable care should have
19 known, that users and consumers of the Products were unaware of the Defect of the
20 Products and the associated risks.
21

1 123. Defendant omitted, concealed and failed to disclose to consumers that the
2 Products pose serious safety risks to consumers, including that the Products were
3 inherently defective; unreasonably dangerous; not fit to be used for their intended
4 purpose; and contained a Defect.

5 124. Defendant was negligent in the following respects:

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

9 b. Manufacturing, producing, promoting, formulating, creating,
10 developing, designing, selling and/or distributing the Products while
11 negligently and/or intentionally concealing and failing to disclose the results
12 of trials and tests, and, consequently, the risk of serious injury associated
13 with use of the Products;

14 c. Failing to use reasonable and prudent care in the design, research,
15 manufacture and development of the Products to avoid the risk of serious
16 harm to consumers associated with the prevalent use of the Products;

17 d. Failing to provide adequate instructions, guidelines and safety
18 precautions to those consumers whom Defendant could reasonably foresee
19 would use the Products;
20

1 e. Failing to disclose to Plaintiff, Class Members, users/consumers
2 and the general public that use of the Products presented risks or serious
3 injury to consumers;

4 f. Failing to warn Plaintiff and Class Members, consumers and the
5 general public that the Products' risk of harm was unreasonable and that
6 there were safer and effective alternative Products available to Plaintiff and
7 other consumers;

8 g. Representing that its Products were safe for their intended use
9 when, in fact, Defendant knew, or should have known, that the Products
10 were not safe for their intended purpose;

11 h. Failing to timely or adequately make and/or submit any changes to
12 the Products' labeling or other promotional materials that would alert the
13 consumers and the general public of the risks of the Products and related
14 Defect;

15 i. Advertising, marketing and recommending the use of the Products
16 while concealing and failing to disclose or warn of the dangers known by
17 Defendant to be associated with or caused by the use of the Products and/or
18 Defect;

19 Defect;

1 j. Continuing to disseminate information to its consumers, which
2 indicates or implies that Defendant's Products are safe and suitable for their
3 advertised and intended use;

4 k. Continuing the manufacture and sale of its Products with the
5 knowledge that the Products were unreasonably unsafe and dangerous to
6 consumers; and

7 l. Implementing the inadequate Recall.

8
9 125. Defendant knew, or otherwise should have known, that it was foreseeable
10 that consumers, including Plaintiff and the other Class Members, would be placed at
11 risk of serious injury as a result of Defendant's failure to exercise ordinary care in the
12 manufacturing, marketing, promotion, labeling, distribution and sale of the Products.

13 126. Plaintiff and the other Class Members did not know the nature and extent
14 of the injuries that could result from the intended use of the Products.

15 127. Defendant's negligence was the proximate cause of the injuries, harm and
16 economic losses that Plaintiff and the other Class Members suffered, as described
17 herein.

18 128. Defendant's failure to warn or instruct was a substantial factor in causing
19 Plaintiff's and other Class Members' harm.

20 129. Defendant's conduct, as described above, was reckless. Defendant
21 regularly risked the lives of consumers and users of the Products, including Plaintiff

1 and the other Class Members, with full knowledge of the dangers of the Products.
2 Defendant made conscious decisions not to redesign, re-label, warn or inform the
3 unsuspecting public, including Plaintiff and the other Class Members.

4 130. Defendant further made the decision to issue the insufficient and
5 inadequate Recall, as described above.

6 131. As a direct and proximate result of Defendant's wrongful acts and
7 omissions in placing the defective Products into the stream of commerce without
8 adequate warnings of the risks of serious injury, Plaintiff and the other Class
9 Members were damaged.

10
11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff prays for judgment:

13 1. Declaring this a proper class action, certifying Plaintiff as representative and
14 the undersigned as counsel for the Class;

15 2. Declaring that Defendant is financially responsible for notifying the Class
16 members of the pendency of this suit;

17 3. Awarding damages and interest;

18 4. For restitution and disgorgement of profits;

19 5. Awarding costs and expenses, including reasonable fees for Plaintiff's
20 attorneys and experts;

21 6. For injunctive relief; and

7. Such other and further relief as the Court deems just and proper.


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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a jury trial on all issues.

3 Dated: June 8, 2026

4 Respectfully submitted,

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7 Liberty Edwards Lindstrom Esq.
8 Attorney for
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