UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
Seattle Division

MICHAEL STAPELMAN and TAMMIE HAYS, on behalf of themselves and all others similarly situated, *Plaintiffs*, v. WALTER KIDDE PORTABLE EQUIPMENT, LLC d/b/a Kidde Safety Equipment, and BRK BRANDS, INC. d/b/a First Alert, *Defendants*.	Case No. **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

PLAINTIFFS' CLASS ACTION COMPLAINT

Plaintiffs Michael Stapelman and Tammie Hays ("Plaintiffs"), on behalf of themselves and all others similarly situated (the "Class"), bring this complaint against Defendants Walter Kidde Portable Equipment, LLC d/b/a Kidde Safety Equipment ("Kidde") and BRK Brands, Inc. d/b/a First Alert ("First Alert") and allege as follows:

NATURE OF THE CASE

1. This case arises out of the false and misleading advertising, labeling, and packaging of one of the most important safety products a consumer will ever purchase: home smoke detectors. In virtually every home in America, families install alarms to timely warn them of dangerous fires so that they may safely escape.

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2. These alarms should detect the early signs of a fire in the home long before the family could—otherwise, they serve no purpose. The deadliest home fires typically begin as slow, smoldering fires that often escape notice until there are large amounts of smoke or flame—and by then, escape is risky or hopeless. Because smoldering fires are a particularly common and dangerous type of home fire, any product that is sold as a "smoke alarm" should warn of such a fire long enough before it becomes hazardous so that occupants can avoid injury or death. And when consumers purchase any product that is labeled, marketed, and sold as a "smoke alarm," those consumers reasonably expect that such a product will provide warning of common home fires in time to allow residents to safely escape.

3. That expectation is not just common sense; it is widely accepted throughout the fire safety community. Fire safety experts and the National Fire Protection Association agree that the purpose of a residential "smoke alarm" is to notify occupants of a fire—smoldering or flaming—so that they may escape before conditions become hazardous. Because its purpose is to provide timely notice, a "smoke alarm" must alert occupants to fires about which they would not otherwise be aware, especially fires that occur when people are sleeping.

4. Consistent with common sense and reasonable consumer expectations for any product marketed and sold as a "smoke alarm," there is a commonly accepted, objective, and scientific metric for determining whether ionization devices work as "smoke alarms" in real world settings. That metric measures the amount of time provided between the sounding of the device and conditions becoming hazardous against the amount of time required to escape.

5. Yet for decades the largest manufacturers of smoke alarms in America, including each of the Defendants, have been making and selling products labeled as "smoke alarms" even though those products are technologically unsuited for this most basic and essential function and testing and research shows that ionization devices fail to provide timely warning in real-world smoldering fire settings.

6. There are two very different types of technology used in most smoke-alarm products. One is called "ionization" technology, and, under certain conditions, it can detect smoke

from flaming fires, but does not detect smoke from real-world smoldering fires in a timely fashion. The other is called "photoelectric" technology, and it is adept at quickly detecting smoke from smoldering fires. Both technologies have been around for decades, but ionization is the older technology.

7. Crucially, any product advertised, labeled, and sold as a "smoke alarm" for residential use should notify residents of a threatening fire in time to allow them to safely escape. However, an alarm product that uses only ionization technology (an "ionization-only device") does not warn of smoke from slow, smoldering fires before hazardous conditions might impede escape. Because ionization-only devices are not suited to, and do not, timely warn of real-world smoldering fires—a particularly common and dangerous type of home fire—they cannot be truthfully and accurately advertised, labeled, and sold as "smoke alarm" products.

8. Defendants have known about the failures of ionization-only devices for many years. Each Defendant began manufacturing and selling ionization-only devices decades ago, and they became able to mass-produce them cheaply. Consequently, the majority of U.S. homes are equipped solely with ionization-only devices.

9. Decades ago, each Defendant became aware of the all-too-frequent deaths and serious injuries caused by ionization-only devices failing to timely alert home occupants of a smoldering fire. Despite being advertised, labeled, and sold as "smoke alarms," ionization-only devices sound too late (or do not sound at all) in response to smoldering fires inside a home. Yet, despite credible scientific evidence—including from peer-reviewed scientific journals as well as testing by the U.S. government and prominent experts—demonstrating that ionization-only devices fail to protect residents against grave harm and death from smoldering fires in real-world settings, each Defendant continued to manufacture and sell ionization-only devices labeled "smoke alarms" to an unsuspecting public. And despite litigation brought by families of victims of those injured or killed in home fires that ionization-only devices failed to timely detect, Defendants typically seal all evidence of their wrongful conduct as part of secret settlements.

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10. In 2025, Underwriters Laboratory finally implemented a smoke alarm standard that requires a more realistic smoldering fire test. The ionization products at issue in this case have not passed, and cannot pass, the new UL standard. As a result, Defendants have been forced to discontinue their manufacturing of the products at issue in this case—products they deceptively sold to consumers as "smoke alarms" for decades.

11. With deliberate disregard for the safety of the public, each Defendant has sold many millions of ionization-only devices to the public that are deceptively and misleadingly advertised, labeled, and packaged as "smoke alarms." On the back or bottom of some of their packaging, the Defendants slip in fine print that says that it is optimal to use both kinds of alarms (ionization and photoelectric). But such fine-print on the back of an ionization-only device package prominently labeled a "Smoke Alarm" fails to inform reasonable consumers that the product they are buying is unsuitable for smoldering fires, a common and deadly type of home fire. Indeed, burying this critical safety information in small print underscores Defendants' knowledge that their ionization-only devices—which are conspicuously mislabeled in large print on the front of the packaging as "Smoke Alarms"—provide false and misleading assurances to reasonable consumers.

12. Today, tens of millions of American families are immediately at risk that a fire that begins as a smoldering fire in their home will not be detected in time, even though they bought an ionization-only "smoke alarm" they thought was protecting them. And even though the Defendants have for decades also mass-produced photoelectric devices—and "hybrid" devices that contain both ionization and photoelectric technology—they continued to profit by selling large quantities of ionization-only devices, notwithstanding the dire risks to the public. Each Defendant has, quite simply and callously, placed profits over people.

13. Plaintiffs Michael Stapelman and Tammie Hays are typical purchasers of ionization-only "smoke alarms." They bought these products to protect themselves, their families, and their homes against fires. But what they got for their money is anything but the protective products they thought they had purchased. Instead, the technology inside of their ionization-only

devices does not protect them from smoldering fires—a particularly common and dangerous type of home fire—as Defendants Kidde and First Alert have known for decades.

14. On behalf of millions of families, Michael Stapelman and Tammie Hays respectfully ask the Court for relief. They seek damages for their purchases of ionization-only devices that, based on the Defendants' misrepresentations, they reasonably believed were suitable for notifying them of all common home fires in time to safely escape, and they want the industry to stop misleadingly and deceptively selling ionization-only devices as "smoke alarms."

PARTIES

15. Defendant Walter Kidde Portable Equipment, LLC d/b/a as Kidde Safety Equipment and as Code One ("Kidde") is a Delaware LLC with its principal place of business in Mebane, North Carolina.

16. Kidde, including its owners, employees, subsidiaries, affiliates, and agents, has for decades developed, designed, manufactured, assembled, marketed, promoted, advertised, warranted, distributed, sold, packaged, and provided instructions for ionization-only devices under various brand names. At all relevant times, Kidde has conducted substantial business within Washington and throughout the United States through the advertising, marketing, distribution, and sale of ionization-only devices.

17. Defendant BRK Brands, Inc. d/b/a as First Alert ("First Alert") is a Delaware corporation with its principal place of business in Aurora, Illinois.

18. First Alert, including its owners, employees, subsidiaries, affiliates, and agents, has for decades developed, designed, manufactured, assembled, marketed, promoted, advertised, warranted, distributed, sold, packaged, and provided instructions for ionization-only devices under various brand names. At all relevant times, First Alert has conducted substantial business within Washington and throughout the United States through the advertising, marketing, distribution, and sale of ionization-only devices.

19. At all relevant times, Plaintiff Michael Stapelman has resided in Bellevue, Washington and has been a citizen of the State of Washington. He bought Kidde ionization-only devices online from Amazon's website that were delivered to his home in Bellevue, Washington.

20. At all relevant times, Plaintiff Tammie Hays has resided in Centralia, Washington, and has been a citizen of the State of Washington. She bought a First Alert ionization-only device from a Walmart in Chehalis, Washington.

JURISDICTION

21. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 class members and the aggregate amount in controversy exceeds the sum or value of Five Million Dollars ($5,000,000.00) exclusive of interest, attorneys' fees, and costs, and at least one class member is a citizen of a state different from the state of citizenship of at least one Defendant.

VENUE & DIVISIONAL ASSIGNMENT

22. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391 because a substantial part of the events and omissions giving rise to the claims of the Plaintiffs and the Class occurred in this judicial District. Moreover, venue is proper in this judicial District because Plaintiffs Michael Stapelman and Tammie Hays purchased ionization-only devices in this District for use in their homes located in this judicial District, and Defendants reside in this judicial District and are residents of the State in which this District is located. Pursuant to Local Rule 3(e)(1), assignment to the Seattle Division of this Court is proper because, among other reasons: Plaintiff Stapelman currently resides in, and at all relevant times has resided in, King County, Washington, and therefore his claims herein arose in King County.

TOLLING OF APPLICABLE STATUTES OF LIMITATION

23. Any applicable statutes of limitation have been tolled by Defendants' knowing, active, and ongoing fraudulent concealment of the facts alleged herein. Defendants have known of the significant limitations of ionization-only devices since at least the 1970s. Since then,

however, Defendants have intentionally omitted and concealed material facts from, and failed to notify, Plaintiffs, Class members, and the public of ionization-only devices' failure to timely warn of smoldering fires in real-world settings for which the products were purchased. Despite knowing of the failures of ionization-only devices in smoldering fires, which was not known or reasonably discoverable by Plaintiffs, Defendants did not acknowledge the problem, and in fact actively concealed it while continuing to deny any wrongdoing, preventing Plaintiffs and other purchasers from gaining knowledge or discovering that ionization-only devices do not work in smoldering fires.

24. Defendants were, and are, under a continuous duty to disclose to Plaintiffs and Class members the true character, quality, and nature of their ionization-only devices, including their limitations and unsuitability for use as "smoke alarms," particularly given their deceptive and misleading labeling and packaging as such. Instead, Defendants actively concealed the true character, quality, and nature of their ionization-only devices, knowingly made misrepresentations about the quality, reliability, characteristics, and performance of such devices, and continued to sell the ionization-only devices without disclosure of their failures. Plaintiffs and Class members reasonably relied upon Defendants' active concealment of these facts that rendered their statements misleading.

25. Based on the foregoing, Defendants are estopped from relying on any statutes of limitation in defense of this action.

FACTUAL ALLEGATIONS

A. Ionization technology is inherently unfit to detect smoldering fires

26. Ionization technology was developed in the 1930s. It detects the presence in the air of very small particulates of gas. It was first used for commercial purposes in the 1950s. Products using ionization technology were initially marketed and sold as "product of combustion detectors," and, by the late 1960s, as "smoke alarms."

27. Ionization devices have a detection chamber in which a radioactive source, typically Americium-241, is used to ionize air molecules inside the chamber so that positive and negative ions flow between electrodes, causing a current to flow when voltage is applied. The current is referred to as the "ionization current." When smoke particles enter the detection chamber, they attach to some of the ionized molecules and reduce their mobility, thereby diminishing the ionization current flowing between the electrodes. The resulting change in current flow, if sufficient, is used to trigger alarm circuitry in the device.

28. Ionization-only devices are primarily responsive to the concentration of small particles that attach to the ionized molecules in the ionization current. The mobility of a greater number of ionized molecules is inhibited when there are many small particles, such as those generated during flaming fires. Smoldering combustion generates relatively larger and fewer particles, which have less effect on the current flow.

29. The nature of the smoke particles produced by a fire depends not only on the type of combustion but also on the material being burned. Ionization-only devices are especially insensitive to smoldering fires involving the types of synthetic materials that have long been ubiquitous in home furnishings, such as furniture, mattresses, carpets, and pillows, and which produce relatively lower levels of particle concentration.

30. While ionization technology responds primarily to the quantity of tiny particles that fires generate, such particle concentration does not determine the extent of danger posed by a fire. Rather, the obscuration of light by smoke creates a fire hazard by impairing visibility in ways that negatively impact escape behavior and by producing physiological and psychological effects that incapacitate fire victims. Ionization-only devices do not respond directly to smoke obscuration (or any other optical property of smoke). Yet, the smoldering combustion of synthetic materials, such

as polyurethane foam, commonly found in real world home furnishings and construction materials, produce high levels of smoke obscuration (as well as associated irritants and toxins) relative to particle concentration, making those fires dangerous but difficult for ionization-only devices to detect before hazardous conditions impede escape.

31. Photoelectric technology was first developed in the 1970s. It works very differently from ionization technology. Photoelectric devices are equipped with light-emitting diodes and light sensors within chambers that are open to the air. When larger particulates—generally one micron or greater—enter the chamber, they reduce or scatter the light intensity picked up by the sensor, which then triggers the alarm. These larger particulates are present in all types of smoke.

B. Ionization-only devices do not timely detect smoke from smoldering fires, a common and deadly type of residential fire

32. Smoldering fires are a common type of fire in residential settings. Smoldering fires often happen when people are asleep, and they are thus a leading cause of residential fire deaths. Flaming fires are often kitchen fires that occur while home occupants are cooking and the need to take swift action is readily apparent.

33. Ionization-only devices do not sound or sound too late, often when an initially smoldering fire is in the process of transitioning or has already progressed to a hot, flaming fire. Scientific testing, including by the U.S. government and by leading and independent fire science experts, shows that ionization-only devices do not detect smoldering combustion of common household materials in time to permit residents to safely escape. Tests also show that an ionization-only device placed in close proximity to a photoelectric device often takes 30 minutes or more to sound after the photoelectric device has already sounded—and, by this point, it is often already too late for a person to safely evacuate a home due to the buildup of smoke, toxic gases, and flame.

34. Notably, ionization-only devices that are placed too close to kitchen stoves or ovens are prone to generating false alarms. False alarms generated by ionization-only devices may prompt residents to disarm or ignore those devices, subjecting them to even greater risk of harm from future fires.

C. Defendants have known for decades of the unsuitability of ionization-only devices for warning people about smoldering fires

35. Various studies from around the world of the response times of ionization devices in smoldering fires have reached the conclusion that ionization-only devices fail to timely warn of smoldering fires. As early as 1978, researchers in England conducted smoldering fire tests and found the likelihood of successful performance of ionization-only devices ranged from 0% to 50% depending on the amount of time required to escape and, on average, ionization-only devices sounded over an hour later than photoelectric devices.[1] A 1979 test of smoldering mattress fires found that half of the ionization-only devices did not respond at all and the other half responded only after conditions had become dangerously smoke-logged.[2]

36. Throughout the 1980s and early 1990s, researchers from around the world conducted additional studies on the performance of ionization-only devices in smoldering fires. Those studies indicated that ionization-only devices would not provide adequate safety during a smoldering fire.[3]

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[1] *See* Kennedy, R.H.; Riley, K.W.P.; Rogers, S.P., "A Study of the Operation and Effectiveness of Fire Detectors Installed in the Bedrooms and Corridors of Residential Institutions," Fire Research Station, Fire Research Current Paper 26/78, Borehamwood, England, April 1978); *see also* Babrauskas, V., "Smoke Detectors: Technologies Are NOT of Equal Value nor Interchangeable," Fire Safety & Technology Bulletin, Vol. 3, No. 12, December 2008.

[2] *See* Schuchard, W.F., "Smoldering Smoke," Fire Journal, Vol. 73, No. 1, 1979; *see also* Babrauskas, V., "Smoke Detectors: Technologies Are NOT of Equal Value nor Interchangeable," Fire Safety & Technology Bulletin, Vol. 3, No. 12, December 2008.

[3] *See, e.g.*, Meland, O. & Lonuik, L., "Detection of Smoke - Full Scale Tests with Flaming and Smouldering Fires," Fire Safety Science—Proceedings of the Third International Symposium, July, 1991, pp. 975-984.

37. The most comprehensive testing of smoke alarms to date was conducted by the U.S. government in the early 2000s and published by the National Institute of Standards and Technology ("NIST"). NIST conducted multiple, full-scale fire tests using actual furnishings, assessed alarm times against tenability criteria, and developed evacuation timeline scenarios applicable to smoldering fires. The NIST data show that ionization-only devices failed to provide sufficient escape time in the smoldering fire tests.

38. Fire officials and experts warned for years about the unsuitability of ionization technology to timely notify occupants of smoldering fires, a particularly common and dangerous type of home fire. As a result of such efforts, several states—including Massachusetts, Ohio, and Vermont—passed legislation requiring photoelectric or hybrid photoelectric-ionization devices in new residential construction and/or upon sale or transfer. At the local level, a variety of jurisdictions throughout the country—including the City of Palo Alto, California—enacted ordinances requiring photoelectric or hybrid alarms, effectively banning the use of just ionization-only devices in new residential construction.

39. As a result of the substantial evidence proving that ionization devices fail to provide timely warning in realistic fire scenarios, the industry-influenced test standard under which Defendants sold their ionization devices for decades was superseded in 2015—before any of the Plaintiffs' purchases of ionization devices in this case—but was not made effective until nine years later, on June 30, 2024, after numerous delays at Defendants' behest. The ionization-only devices purchased by Plaintiffs are incapable of complying with the superseded test standard, and thus Defendants no longer manufacture them.

40. Despite overwhelming evidence showing that ionization-only devices do not work as "smoke alarms" in a common and deadly type of home fire, ionization-only device sales

remained ubiquitous throughout Washington and the United States. Although unsuitable for the task, ionization-only devices continued to be sold by Defendants Kidde and First Alert as "smoke alarms" to unsuspecting American consumers. Defendants' ionization-only devices were typically sold in the same display racks as photoelectric devices or hybrid products, with the pricing lower for ionization-only devices, making them the most attractive option to consumers. With ionization-only devices typically displayed in retail stores and online side-by-side and/or intermixed with photoelectric-only and hybrid products containing both technologies—and with all such products prominently labeled and packaged as a "Smoke Alarm" product—it was difficult for a reasonable consumer to understand the critical and potentially life-saving differences between the different types of products, or even which type of product he or she was selecting for purchase. And the fine print disclaimers that typically appeared on the back or bottom of each Defendant's packaging explaining the different capabilities of photoelectric and ionization devices—and unfamiliar icons indicating which type of product is inside the package—did not explain that ionization-only devices do not work as "smoke alarms" in smoldering fires and were not generally understood by reasonable consumers.

41. Thus, until approximately 2024, most U.S. consumers continued to buy ionization-only devices. Despite numerous lawsuits filed by families of deceased or injured victims of home fires that ionization-only devices failed to detect in time to escape, there is little to no public awareness among reasonable consumers of the failures of ionization-only devices, in part because the Defendants, as part of secret settlements, typically seal all evidence of their wrongful conduct to hide it from public view.

42. In sum, despite knowing for decades that ionization-only devices do not timely warn of smoldering fires, Defendants continued to sell millions of ionization-only devices annually

to consumers in Washington and throughout the United States. Defendants Kidde and First Alert each have done so callously and with a deliberate disregard for the safety of the American public.

D. The Defendants' deceptive labeling and packaging of their ionization-only devices

43. From the outset of their manufacturing and sale of ionization-only devices, both Kidde and First Alert have advertised, labeled, and packaged those devices as "smoke alarm" products. That is deceptive and misleading to reasonable consumers. Based on their function and technology, ionization-only devices do not notify people of realistic smoldering fires in time for them to escape. Indeed, the most material information about ionization-only devices that any reasonable consumer needs to know is that the product is unsuitable for timely warning of a smoldering fire—a particularly common and dangerous type of home fire. Yet Defendants label and package their ionization-only devices in ways that lead reasonable consumers to believe they are suitable, by themselves, for use as household "smoke alarms" when they are not.

1. Kidde's Deceptive and Misleading Labeling and Packaging of Its "FIREX" Brand Ionization-Only Devices

44. Below is a representative example—in this instance, from Kidde's FIREX "Model #i9070"—of Kidde's packaging of its FIREX-branded ionization-only products.

45. The cuboid, six-sided cardboard-box package consists of a front panel, back panel, right-side panel, left-side panel, top panel, and an underneath panel. The front panel of the package—the side most likely to be displayed to, and viewed by, a reasonable consumer shopping either in a retail store or online—describes its contents in large type as a "Smoke Alarm" by "FIREX." Prominently displayed in the upper left corner of the front panel are the features: "9V Battery Operated" and "FRONT BATTERY DOOR." In considerably smaller print in the lower left corner of the front panel is the descriptor "Ionization Technology." The labeling on the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for detecting smoke from all types of common home fires:

The left-side panel of the package (below left) lists various "authorities" the product supposedly "complies with." The right-side panel of the package (below right) prominently displays the "FIREX" brand name, with "Smoke Alarm" repeated immediately below it.

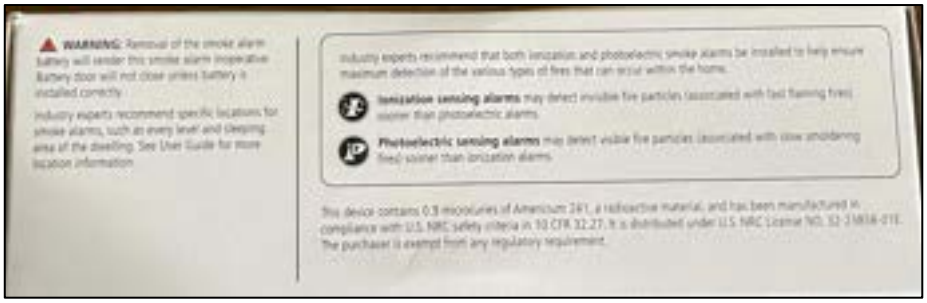
46. The top panel of the packaging contains only the "Kidde" manufacturer name, and the descriptor "Smoke Alarm," again, in large print:

47. The back panel of the package yet again describes the product as a "Smoke Alarm" and lists its various "Features and Benefits." In large print at the bottom of the back panel the following language appears: "**Install confidence** with advanced alarms from a world leader in fire safety." Listed among the various "Technical Specifications" is "Smoke Sensor: Ionization," with no explanation of what an "Ionization" smoke device is or of its capabilities and limitations.

48. Instead, the packaging buries such information on the underneath panel: a part of the package unlikely to be viewed or read by a reasonable consumer shopping either in a retail store or online for a smoke alarm. On the left side of the underneath panel appears the following

text: "WARNING: Removal of the smoke alarm battery will render this smoke alarm inoperative. Battery door will not close unless battery is installed correctly." Adjacent to that text on the underneath panel—and appearing in print considerably smaller than the print used for the descriptor "Smoke Alarm" on the product's front panel, top panel, right-side panel, and back panel—is the following:

> Industry experts recommend that both ionization and photoelectric smoke alarms be installed to help ensure maximum detection of the various types of fires that can occur within the home. **Ionization sensing alarms** may detect invisible fire particles (associated with fast flaming fires) sooner than photoelectric alarms. **Photoelectric sensing alarms** may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms.



49. Below is another representative example—in this instance, from Kidde's FIREX "Model #i4618AC"—of Kidde's packaging of its FIREX-branded ionization-only products.

50. This package consists of a cuboid, six-sided, plain cardboard box with a label stuck on. The label covers two of the box's six sides. The front panel of the label—the side most likely to be displayed to, and viewed by, a reasonable consumer shopping either in a retail store or online—describes its contents in large type as a "CONTRACTOR 4-PACK" of "Smoke Alarms" by "FIREX." Prominently displayed in the upper left corner of the front panel are the features: "120V AC/DC Hardwired" and "FRONT BATTERY DOOR." In considerably smaller print in the lower left corner of the front panel is the descriptor "Ionization Technology." The labeling on

the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for detecting smoke from all types of common home fires:

51. The side panel of the package, shown below, prominently displays the "FIREX" brand name. It yet again describes the product as a "Smoke Alarm" and lists its various "Features and Benefits" followed by "Contractor-Friendly Features." Listed among the various "Technical Specifications" is "Smoke Sensor: Ionization," with no explanation of what an "Ionization" smoke device is or of its capabilities and limitations.

52. Instead, the packaging buries such information in the lower right portion of the side panel: a part of the package unlikely to be viewed or read by a reasonable consumer shopping either in a retail store or online for a smoke alarm. In the center of the side panel appears the following text: "WARNING: Removal of the smoke alarm battery and disconnecting or loss of AC power will render this smoke alarm inoperative. Battery door will not close unless battery is installed correctly." Below and to the right of that text—and appearing in print considerably smaller than the print used for the descriptor "Smoke Alarm" on the product's front and side panel—is the following:

> Industry experts recommend that both ionization and photoelectric smoke alarms be installed to help ensure maximum detection of the various types of fires that can occur within the home. **Ionization sensing alarms** may detect invisible fire particles (associated with fast flaming fires) sooner than photoelectric alarms. **Photoelectric sensing alarms** may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms.

53. Kidde's deceptive and misleading advertising, labeling, and packaging of its FIREX-branded ionization-only devices as a "Smoke Alarm" has the capacity, likelihood, and tendency to deceive and confuse a reasonable consumer into believing that the product is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

54. For numerous reasons, Kidde's fine-print recommendation language, appearing on the underneath panel of the six-sided packaging box or the side panel of the label of its "FIREX" ionization-only devices, underscores the deceptive and misleading nature of Kidde's prominent, large-print descriptor "Smoke Alarm" on the front of the box or the front panel of the label—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online. Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to— read fine print on the underneath panel of a six-sided cardboard-box or the side panel of a label when purchasing a simple smoke alarm product that typically sells for $30 or less;

(b) The fine-print recommendation language on the underneath panel or side panel contradicts the descriptor "Smoke Alarm" that appears in large print on the front panel of the package—and also on the top panel, right-side panel, and back panel—which suggests to a reasonable consumer that the ionization-only device inside, by itself, is suitable for detecting and timely warning of smoke from all types of common home fires;

(c) The fine-print recommendation that "both ionization and photoelectric smoke alarms be installed to help ensure maximum detection" is misleading because it does not inform reasonable consumers that the product they are purchasing is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(d) The disclaimer that "[p]hotoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms" fails to inform reasonable consumers that, as a wide-body of testing and research establishes, photoelectric devices do *in fact* detect smoke from smoldering fires significantly more quickly on average than ionization-only devices and that ionization-only devices do not *in fact* detect smoldering fires in time to safely escape.

55. In sum, the fine-print recommendation on the underneath or side panel of Kidde's FIREX-brand packaging, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke Alarm" product labeling on the front, most prominent side of the packaging, and is itself misleading. As such, reasonable consumers are misled by the totality of Kidde's labeling and packaging into believing that the "Smoke Alarm" product inside, by itself, is suitable for timely warning of smoke from any common type of home fire. A reasonable consumer under the circumstances will often purchase the lower-priced alarm option, which is an ionization-only device. Plaintiff Michael Stapelman and Class members were misled at the time of purchase by Kidde's labeling and packaging into believing that the product they purchased was suitable, by itself, for timely warning of any common type of home fire.

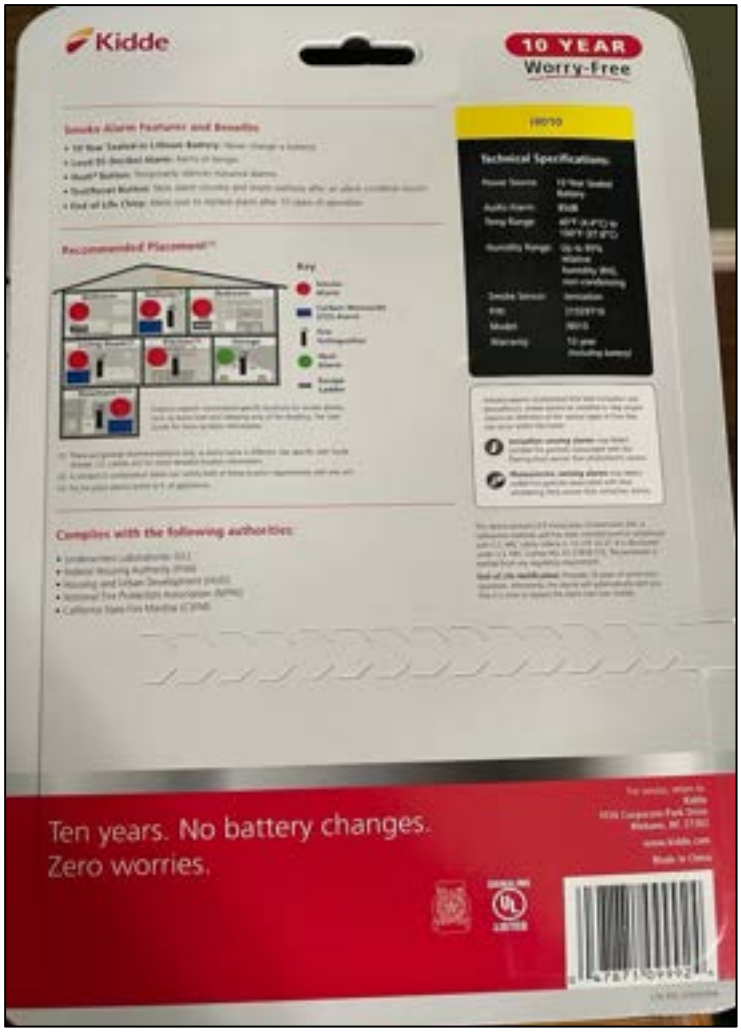
2. Kidde's Deceptive and Misleading Labeling and Packaging of Its "Kidde" Brand Ionization-Only Devices

56. Below is a representative example—in this instance, from Kidde's Model i9010—of the "Kidde" branded ionization-only device.

57. The package is two-sided, with a front and a back. The front of the package is a single cardboard sheet with a clear plastic bubble in which the product is visible with "Worry-Free" and "Smoke Alarm" in large print in the upper-right corner. The labeling on the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for warning of all types of common home fires. And although a small "ionization technology" icon appears on the front, the reference to "ionization technology"—and its limitations as compared to photoelectric technology for detecting home fires—is not generally understood by reasonable consumers. The front of the package is as follows:

58. The back of the package also describes in large print the product as "Worry-Free" and "Zero worries." Listed in fine print among the "Technical Specification" is a reference to "Smoke Sensor: Ionization." In even finer print below the "Technical Specifications," the following text appears:

Industry experts recommend that both ionization and photoelectric smoke alarms be installed to help ensure maximum detection of the various types of fires that can occur within the home. **Ionization sensing alarms** may detect invisible fire particles (associated with fast flaming fires) sooner than photoelectric alarms. **Photoelectric sensing alarms** may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms.



59. For numerous reasons, Kidde's fine-print language on the back of its two-sided packaging underscores and confirms the deceptive and misleading nature of Kidde's labeling on the front of the package—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online—that the device inside is a "Smoke Alarm" and is "Worry-Free." Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to read—the fine print on the back of packaging when purchasing a simple smoke alarm product that typically sells for $30 or less;

(b) The fine-print language on the backside of the package contradicts the prominent descriptors "Smoke Alarm" and "Worry-Free" that appear in large print on the front panel of the package—and also at the top of the backside—which suggest to a reasonable consumer that the product inside, by itself, is suitable for detecting and timely warning of smoke from any common type of home fire;

(c) The fine-print recommendation that "both ionization and photoelectric smoke alarms be installed to help ensure maximum detection" is misleading because it does not inform a reasonable consumer that the product he or she is purchasing is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(d) The disclaimer that "[p]hotoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms" fails to inform the reasonable consumer that, as a wide-body of testing and research establishes, photoelectric devices do *in fact* detect smoke from smoldering fires significantly more quickly on average than ionization-only devices and that ionization-only devices do not *in fact* detect smoldering fires in time to safely escape.

60. In sum, the fine-print recommendation on the back of the "Kidde" brand ionization-only device, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke Alarm" product labeling on the front, most prominent side of the packaging, and is itself misleading. As such, reasonable consumers are misled by the totality of Kidde's labeling and packaging into believing that the "Smoke Alarm" product inside, by itself, is suitable for timely warning of any common type of home fire. A reasonable consumer under the circumstances will often purchase the lower-priced option, which is an ionization-only device. Plaintiff Michael Stapelman and Class members were misled at the time of purchase by Kidde's

labeling and packaging into believing that the product they purchased was suitable, by itself, for timely warning of any common type of home fire.

3. Kidde's Deceptive and Misleading Labeling and Packaging of Its "CODE ONE" Brand Ionization-Only Device

(a) Kidde's "CODE ONE" Cardboard-Box Packaging

61. Below is a representative example—in this instance, from Kidde's "CODE ONE" Model i9040—of Kidde's cardboard-box packaging of its "CODE ONE" branded ionization-only devices.

62. The package consists of a front panel, back panel, right-side panel, left-side panel, top panel, and an underneath panel.

63. The front panel of the package—the side most likely to be displayed to, and viewed by, a reasonable consumer shopping in a retail store or online—describes in large-print, all-capitalized wording the product inside as a "SMOKE ALARM" in English, with "ALARMA DE HUMO" immediately underneath. The front panel also states in highlighted text: "Basic Protection from Smoke and Fire." The labeling on the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for warning of all types of common home fires.

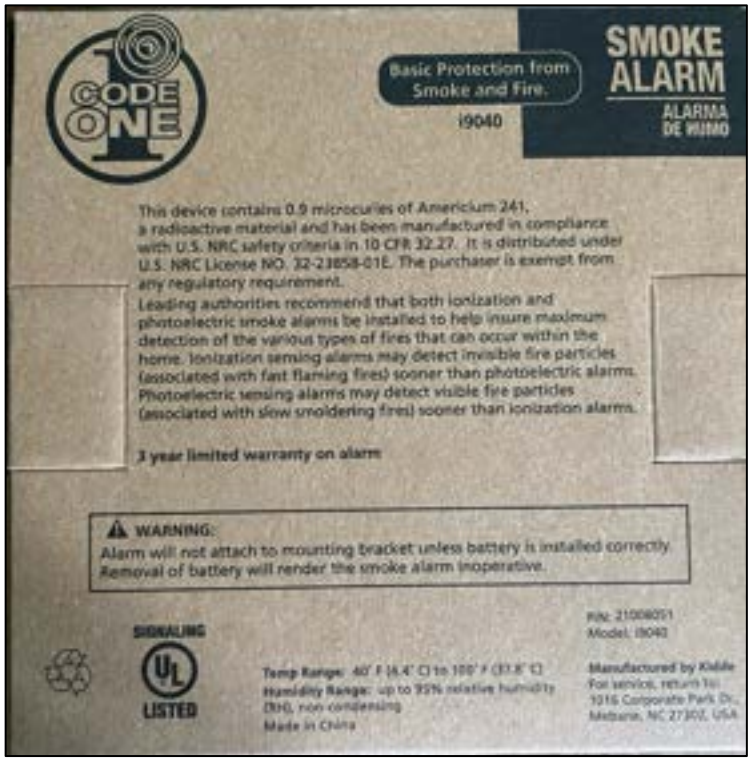
64. The left-side panel of the package (below left) lists various features of the product: "Compact Design," "Easy Installation," "85 Decibel Horn," "Flashing Red Light," "Test Button," and "Low Battery Indicator." The right-side panel (below right) again describes the product as a "SMOKE ALARM" in English and "ALARMO DE HUMO" in Spanish. At the very bottom of the right-side panel appear the following words: "Ionization Technology," with no explanation on that panel of what that means or its significance for smoke-detection efficacy.

65. The top panel of the packaging contains the "CODE ONE" brand name, and the descriptor "SMOKE ALARM" in English and "ALARMA DE HUMO" underneath in Spanish, along with the words "Basic Protection":

66. The bottom panel of the package contains only a Universal Product Code for the product.

67. The back panel of the package describes in large-print, all-capitalized wording the product inside as a "SMOKE ALARM" in English and underneath, in smaller print, as a "ALARMA DE HUMO" in Spanish. To the left of the large-print descriptor "SMOKE ALARM" appear the words "Basic Protection from Smoke and Fire." Underneath, in considerably smaller print, the back panel includes the following language:

> Leading authorities recommend that both ionization and photoelectric smoke alarms be installed to help insure maximum detection of the various types of fires that can occur within the home. Ionization sensing alarms may detect invisible fire particles (associated with fast flaming fires) sooner than photoelectric alarms. Photoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms.



68. Kidde's deceptive and misleading advertising, labeling, and packaging of its "CODE ONE" branded ionization-only device as a "SMOKE ALARM" has a capacity, likelihood,

or tendency to deceive or confuse a reasonable consumer into believing that the product inside is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

69. For numerous reasons, Kidde's fine-print recommendation language on the back of the six-sided packaging box for its "CODE ONE" branded product underscores and confirms the deceptive and misleading nature of Kidde's prominent descriptor "Smoke Alarm" on the front of the box—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online. Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to—read fine print on the back panel of a six-sided cardboard-box package when purchasing a simple smoke alarm product that typically sells for $30 or less;

(b) The fine-print recommendation language contradicts the prominent descriptor "Smoke Alarm" that appears in large print on the front panel of the package—and also on the side panel, top panel, and back panel—which suggests to a reasonable consumer that the product inside, by itself, is suitable for detecting and timely warning of smoke from any common type of home fire;

(c) The fine-print recommendation does not inform a reasonable consumer that the product inside the package is an ionization-only product that does not include photoelectric technology;

(d) The fine-print recommendation that "both ionization and photoelectric smoke alarms be installed to help insure maximum detection" is misleading because it does not inform a reasonable consumer that the product he or she is purchasing is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(e) The disclaimer that "[p]hotoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms" fails to inform the reasonable consumer that, as a wide-body of testing and research establishes, photoelectric devices do *in fact* detect smoke from smoldering fires significantly more quickly on average than

ionization-only devices and that ionization-only devices do not *in fact* detect smoldering fires in time to escape safely.

70. In sum, the fine-print recommendation on the back of Kidde's "CODE ONE"-branded ionization-only device, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke Alarm" product labeling on the front, most prominent side of the packaging, and is itself misleading. As such, reasonable consumers are misled by the totality of Kidde's labeling and packaging into believing that the "Smoke Alarm" product inside, by itself, is suitable for detecting and timely warning of smoke from any common type of home fire. A reasonable consumer under the circumstances will often purchase the lower-priced option, which is an ionization-only device, and will be misled by Kidde's labeling and packaging of its "CODE ONE"-branded ionization-only devices into believing that the product they are purchasing is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

(b) Kidde's "CODE ONE" Two-Sided Packaging

71. Below is a representative example—in this instance, from Kidde's "CODE ONE" Model i9010—of Kidde's two-sided packaging of its "CODE ONE" branded ionization-only device.

72. The package is two-sided, with a front and a back. The front of the package is a single cardboard sheet with a clear plastic bubble in which the product is visible with "SMOKE ALARM" prominently displayed in large bold print at the top. The labeling on the front of the package leads a reasonable consumer to believe that the product inside is suitable, by itself, for warning of smoke from all types of common home fires. Emphasizing this deceptive and misleading message, underneath the large-print descriptor "Smoke Alarm," the words "Ten years of worry free protection" appear alongside "Maintenance Free." And although a small "Ionization Technology" icon appears at the bottom, the reference to "ionization technology"—and its limitations as compared to photoelectric technology for detecting home fires—is not generally understood by reasonable consumers. The front of the package is as follows:

73. The back of the package also describes, in large print, the product as a "Smoke Alarm," and touts its "10 Year Lithium Battery." The backside also lists various "Alarm Features," but does not mention that the product inside contains only ionization technology. The column on the right side of the back includes the following fine print:

> Industry experts (such as the NFPA), strongly recommend that both ionization and photoelectric smoke alarms be installed to help insure maximum detection of the various types of fires that can occur within the home. Ionization sensing alarms may detect invisible fire particles (associated with fast flaming fires) sooner than photoelectric alarms. Photoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms.
>
> Where required by applicable law, codes, or standards for the specified occupancy, approved single- and multiple-station smoke alarms shall be installed as follows: (1) In all sleeping rooms. (2) Outside of each separate sleeping area, in immediate vicinity of the sleeping rooms. (3)

On each level of the dwelling unit, including basements. Exception: In existing one- and two-family dwelling units, approved smoke alarms powered by batteries are permitted.

This product is designed to detect products of combustion using the ionization technique. It contains 0.9 microcurie of Americium 241, a radioactive material.

74. For numerous reasons, Kidde's fine-print recommendation language, appearing on the backside of the package, underscores and confirms the deceptive and misleading nature of Kidde's prominent descriptor "Smoke Alarm" on the front of the package—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online. Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to—read fine print on the back of packaging when purchasing a simple smoke alarm product that typically sells for $30 or less;

(b) The fine-print recommendation language on the back of the package contradicts the prominent descriptor "Smoke Alarm" that appears on the front panel—and also at the top of the backside—which suggests to a reasonable consumer that the product inside, by itself, is suitable for detecting and timely warning of smoke from any type of common home fire;

(c) The fine-print recommendation that "both ionization and photoelectric smoke alarms be installed to help insure maximum detection of the various types of fires that can occur within the home" is misleading because it does not inform a reasonable consumer that the product he or she is purchasing is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(d) The disclaimer that "[p]hotoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms" fails to inform the reasonable consumer that, as a wide-body of testing and research establishes, photoelectric devices do *in fact* detect smoke from smoldering fires significantly more quickly on average than ionization-only devices and that ionization-only devices do not *in fact* warn of smoldering fires in time to escape.

75. In sum, the fine-print recommendation on the back of Kidde's "CODE ONE"-branded ionization-only device, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke Alarm" product labeling on the front, most prominent side of the packaging and is itself misleading. As such, reasonable consumers are misled by the totality of the labeling and packaging into believing that the "Smoke Alarm" product inside is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire. A reasonable consumer under the circumstances will often purchase the lower-priced option, which is an ionization-only device, and will be misled by Kidde's labeling and packaging

of its "CODE ONE"-branded ionization-only devices into believing that the product they are purchasing is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

4. Kidde's Deceptive and Misleading Labeling and Packaging of Its "10 Year Worry-Free Smoke Alarms" Three-Pack of Ionization-Only Devices

76. Below is a representative example of Kidde's packaging of its "10 Year Worry-Free Smoke Alarms" box containing three ionization-only devices.

77. The cuboid, six-sided cardboard-box package consists of a front panel, back panel, right-side panel, left-side panel, top panel, and an underneath panel. The front panel of the package—the side most likely to be displayed to, and viewed by, a reasonable consumer shopping either in a retail store or online—describes its contents in large type as "10 Year Worry Free Smoke Alarms." Prominently displayed on the upper left corner of the front panel is the descriptor: "10 Year Longlife." In considerably smaller print in the lower left corner of the front panel is the descriptor "Ionization Technology," with no explanation of what an "Ionization" smoke device is or of its capabilities and limitations. The labeling on the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for detecting smoke from all types of common home fires:

78. Notably, despite the reference to "Contractor 3-Pack" on the front of the box (the same wording also appears on the right and left sides), the product is not sold only to contractors or construction-industry professionals. Rather, at Home Depot stores—and, upon information and belief, at other retail chains throughout the country—this three-pack of Kidde ionization-only devices is marketed, advertised, displayed, and sold to ordinary retail consumers alongside, and intermixed with, other Kidde-branded smoke-detection products that do not contain any reference to "Contractor" on the packaging.

79. The right panel of the box describes its contents as a "10 Year Worry-Free Smoke Alarm," and lists various authorities the product allegedly "Complies with":

80. The left panel of the box repeats the product description "Smoke Alarm":

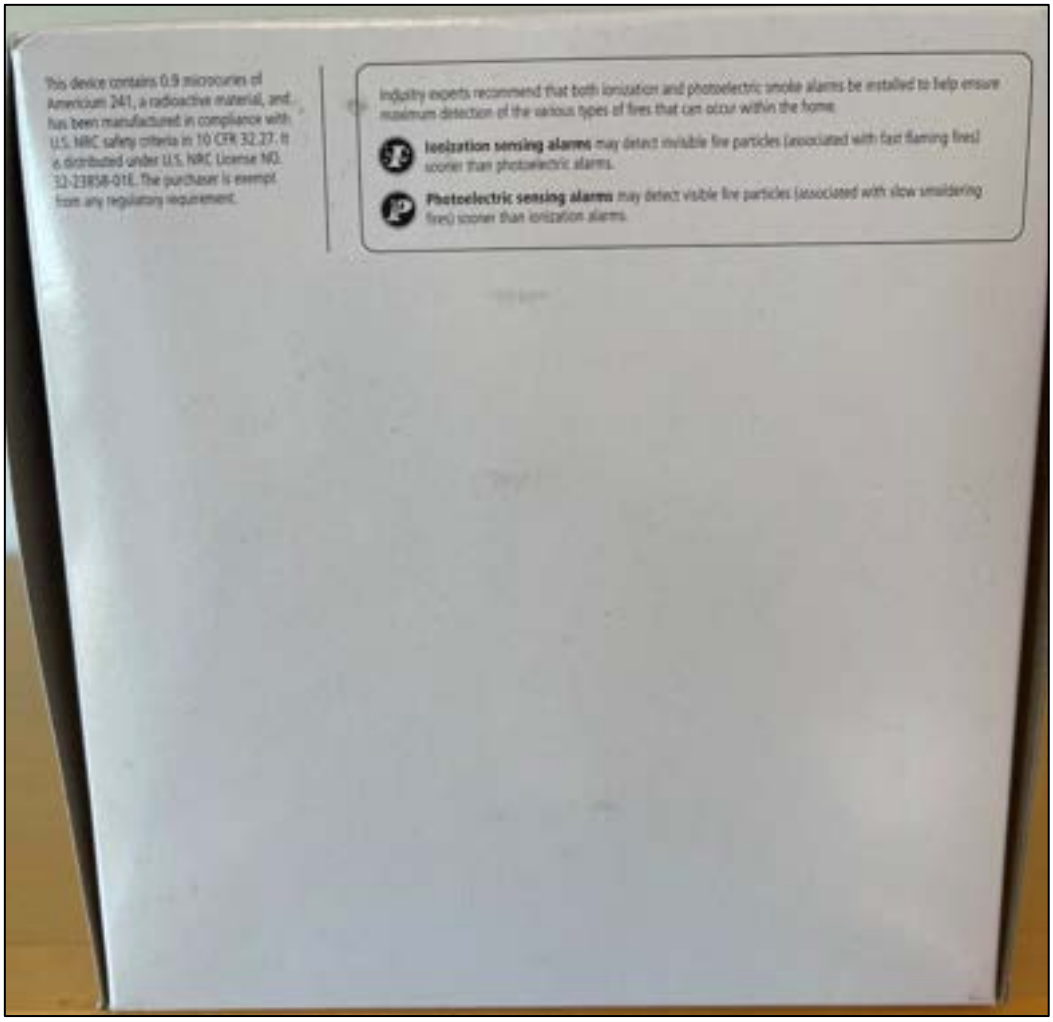
81. The top panel of the box includes a fold-up handle that sets forth only the "Kidde" manufacturer name and the descriptor "Smoke Alarm":

82. The back panel of the package yet again describes the product as a "Smoke Alarm" and lists its various "Features and Benefits." In large print at the bottom of the back panel the following language appears: "Ten Years. No battery changes. Zero worries." Listed among the various "Technical Specifications" is "Smoke Sensor: Ionization," with no explanation of what an "Ionization" smoke device is or of its capabilities and limitations:

83. Instead, the packaging buries such information on the underneath panel: a part of the package unlikely to be viewed or read by a reasonable consumer shopping either in a retail

stores or online for a smoke alarm. At the top of the underneath panel appears the following text in fine print:

> Industry experts recommend that both ionization and photoelectric smoke alarms be installed to help ensure maximum detection of the various types of fires that can occur within the home.
>
> **Ionization sensing alarms** may detect invisible fire particles (associated with fast flaming fires) sooner than photoelectric alarms.
>
> **Photoelectric sensing alarms** may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms.



84. For numerous reasons, Kidde's fine-print recommendation language, appearing on the underneath panel of the six-sided packaging box of its three-pack of ionization-only devices,

underscores the deceptive and misleading nature of Kidde's prominent, large-print descriptor "Smoke Alarm" on the front of the box—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online. Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to— read fine print on the underneath panel of a six-sided cardboard-box when purchasing simple smoke alarm products that typically sells for $30 or less for each unit;

(b) The fine-print recommendation language on the underneath panel contradicts the descriptor "Smoke Alarm" that appears in large print on the front panel of the package—and also on the top panel, right-side panel, left-side panel, and back panel—which suggests to a reasonable consumer that the ionization-only device inside, by itself, is suitable for detecting and timely warning of smoke from all types of common home fires;

(c) The fine-print recommendation that "both ionization and photoelectric smoke alarms be installed to help ensure maximum detection" is misleading because it does not inform reasonable consumers that the product they are purchasing is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(d) The disclaimer that "[p]hotoelectric sensing alarms may detect visible fire particles (associated with slow smoldering fires) sooner than ionization alarms" fails to inform reasonable consumers that, as a wide-body of testing and research establishes, photoelectric devices do *in fact* detect smoke from smoldering fires significantly more quickly on average than ionization-only devices and that ionization-only devices do not *in fact* warn of smoldering fires in time to escape.

85. In sum, the fine-print recommendation on the underneath panel of Kidde's three-pack box, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke Alarm" product labeling on the front, most prominent side of the packaging and is itself misleading. As such, reasonable consumers are misled by the totality of Kidde's labeling and packaging into believing that the "Smoke Alarm" product inside, by itself, is suitable

for detecting and timely warning of smoke from any common type of home fire. A reasonable consumer under the circumstances will often purchase the lower-priced alarm option, which is an ionization-only device. Plaintiff Michael Stapelman and Class members were misled at the time of purchase by Kidde's labeling and packaging into believing that the product they purchased was suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

5. First Alert's Misleading and Deceptive Labeling and Packaging of Its Ionization-Only Device

86. Below is a representative example—in this instance, from First Alert's "Cat. 1039796" product—of First Alert's packaging of its ionization-only devices.

87. The package is two-sided, with a front and a back. The front of the package is a single cardboard sheet with a clear plastic bubble in which the product is visible with "SMOKE ALARM" prominently displayed in large bold print at the top. The labeling on the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for detecting smoke from all types of common home fires. That is not changed by the presence, in the lower-right quadrant on the front in fine print, of a symbol that apparently stands for ionization, with no explanation of what that means or its significance in terms of smoke-detection efficacy:

88. At the bottom of the back of the package appears, in fine print, a description of "ionization sensors" and "photoelectric sensors," and the statement "For maximum protection, use both types of sensing technologies." But absent from this fine-print description is any indication that the product inside the package does not include photoelectric technology and that the ionization-only device inside is unsuitable for detecting smoke from smoldering fires, a particularly common and dangerous type of home fire:

89. First Alert's deceptive and misleading advertising, labeling, and packaging of its ionization-only device as a "Smoke Alarm" product has a capacity, likelihood, or tendency to deceive or confuse a reasonable consumer into believing that the product is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

90. For numerous reasons, First Alert's fine-print language on the back of the package describing ionization and photoelectric technology and noting that industry experts recommend using both underscores and confirms the deceptive and misleading nature of First Alert's

prominent descriptor "Smoke Alarm" on the front of the package—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online. Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to— read fine print on the back of packaging when purchasing a simple smoke alarm product that typically sells for $30 or less;

(b) The fine-print language on the back of the package contradicts the prominent descriptor "Smoke Alarm" that appears in large print on the front panel of the package;

(c) Even if a consumer did read the fine-print on the back, nothing in the fine-print language or anywhere else on First Alert's 's packaging informs the reasonable consumer that the "Smoke Alarm" product inside is an ionization-only device; and

(d) The fine-print language on the back of the package is misleading because it does not inform a reasonable consumer that the product is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(e) The disclaimer that "[p]hotoelectric technology is generally more sensitive than ionization technology at detecting large particles, which tend to be produced in greater amounts in smoldering fires…" fails to inform the reasonable consumer that, as a wide-body of testing and research establishes, ionization technology does not *in fact* detect smoke from smoldering fires in time to escape.

91. In sum, the fine-print recommendation on the back of First Alert's packaging of its ionization-only devices, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke Alarm" product labeling on the front, most prominent side of the packaging and is itself misleading. As such, reasonable consumers are misled by the totality of First Alert's labeling and packaging into believing that the "Smoke Alarm" product inside is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire. A reasonable consumer will often purchase the lower-priced option, which is an ionization-only

device. Plaintiff Tammie Hays and Class members were misled at the time of purchase by First Alert's labeling and packaging into believing that the "Smoke Alarm" product they purchased was suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

6. First Alert's Misleading and Deceptive Packaging and Labeling of Its Combination Smoke/Carbon Monoxide "Alarm" Products

92. The following is a representative example—in this instance, from First Alert's Model SCO2 product—of First Alert's packaging and labeling of ionization-only devices that also contain a carbon monoxide detector.

93. The package is two-sided, with a front and a back. The front of the package is a single cardboard sheet with a clear plastic bubble in which the product is visible with "SMOKE & CARBON MONOXIDE ALARM" prominently displayed in large bold print at the top. The labeling on the front panel leads a reasonable consumer to believe that the product inside is suitable, by itself, for detecting smoke from all types of common home fires. That is not changed by the presence, in the lower-right quadrant on the front in fine print, of a symbol that apparently stands for ionization, with no explanation of what that means or its significance in terms of smoke-detection efficacy:

94. At the bottom of the back of the package appears, in very fine print, a description of "ionization sensors" and "photoelectric sensors" and the statement "For maximum protection, use both types of sensing technologies." But absent from this fine-print description is any indication that the product inside the package does not include photoelectric technology and that the ionization-only device inside is unsuitable for detecting smoke from smoldering fires, a particularly common and dangerous type of home fire:

95. First Alert's deceptive and misleading advertising, labeling, and packaging of its ionization-only device as a "Smoke & Carbon Monoxide Alarm" product has a capacity, likelihood, or tendency to deceive or confuse a reasonable consumer into believing that the product is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

96. For numerous reasons, First Alert's fine-print language on the back of the package describing ionization and photoelectric technology and noting that industry experts recommend using both underscores and confirms the deceptive and misleading nature of First Alert's prominent descriptor "Smoke Alarm" on the front of the package—the side most likely to be viewed by a reasonable consumer shopping in a retail store or online. Those reasons include, without limitation, the following:

(a) Reasonable consumers do not—and cannot reasonably be expected to—read fine print on the back of packaging when purchasing a simple smoke alarm product that typically sells for $30 or less;

(b) The fine-print language on the back of the package contradicts the prominent descriptor "Smoke Alarm" that appears in large print on the front panel of the package.

(c) Even if a consumer did read the fine-print on the back, nothing in it informs a reasonable consumer that the "Smoke Alarm" product inside is an ionization-only device; and

(d) The fine-print language on the back of the package is misleading because it does not inform a reasonable consumer that the product is unsuitable for warning of smoldering fires, a particularly common and dangerous type of home fire, but rather suggests it is sufficient by itself (just not maximally protective), when it is not; and

(e) The disclaimer that "p]hotoelectric technology is generally more sensitive than ionization technology at detecting large particles, which tend to be produced in greater amounts in smoldering fires…" fails to inform the reasonable consumer that, as a wide-body of testing and research establishes, ionization technology does not *in fact* detect smoke from smoldering fires in time to permit escape.

In sum, the fine-print recommendation on the back of First Alert's packaging of its ionization-only devices, where a reasonable consumer is unlikely to see it, confirms the misleading and deceptive nature of the "Smoke & Carbon Monoxide Alarm" product labeling on the front, most prominent side of the packaging and is itself misleading. As such, reasonable consumers are misled by the totality of First Alert's labeling and packaging into believing that the "Smoke Alarm" product inside is suitable, by itself, for detecting and timely warning of smoke from any common type of home fire. A reasonable consumer will often purchase the lower-priced option, which is an ionization-only device. Plaintiff Tammie Hays and Class members were misled at the time of purchase by First Alert's labeling and packaging into believing that the "Smoke Alarm" product they purchased was suitable, by itself, for detecting and timely warning of smoke from any common type of home fire.

E. Plaintiffs reasonably bought ionization-only devices for protection from smoldering fires that these products do not provide

97. At all relevant times, each Defendant has been aware of the failures of ionization-only devices to warn in a timely fashion of smoke emitted by smoldering home fires. Despite advertising, labeling, and packaging ionization-only devices as "Smoke Alarm" products to the general consuming public, Defendants have been aware at all relevant times that ionization-only devices are unsuitable, by themselves, for alerting home occupants to the presence of smoke from a smoldering fire in time to escape. Each Defendant manufacturer has profited at the expense of the safety of Plaintiffs Michael Stapelman and Tammie Hays; the Class members; and the general public by deceptively and misleadingly advertising, labeling, and packaging their ionization-only devices as "Smoke Alarm" products.

Michael Stapelman's Purchases of First Alert Ionization-Only Devices

98. On August 26, 2025, Plaintiff Michael Stapelman purchased online from Amazon—a pass-through supplier of Kidde ionization-only devices—a total of four (4) Kidde ionization-only devices to detect and warn of a fire in his home. Specifically, Michael placed the

following online order via Amazon's website for delivery to his home in Bellevue, Washington: a four-pack of Kidde i4618AC ionization-only devices.

99. Michael purchased these Kidde products on August 26, 2025, to install them in his home and, thereby, protect against home fires. In selecting the Kidde products for purchase, Michael reasonably believed based on the "Smoke Alarm" descriptor prominently displayed on the packaging and in the product descriptions on the Amazon website, that he was buying products that would provide timely detection and warning of all common types of home fires, thereby protecting him. The descriptor "Smoke Alarm" Michael relied upon when making these purchases was deceptive, misleading, and likely to confuse a reasonable consumer—and did in fact confuse Michael, a reasonable consumer—for the reasons detailed above.

100. Upon information and belief, the "Smoke Alarm" product descriptions Michael reviewed on Amazon's website before purchasing the Kidde ionization-only devices were (a) provided by Kidde or its authorized representatives to Amazon and the other sellers identified in the order details, or (b) prepared by Amazon as a pass-through supplier and/or the other sellers identified in the order details based upon the product description "Smoke Alarm" prominently displayed on Kidde's product packaging.

101. When each Amazon shipment containing the Kidde ionization-only devices he had purchased online arrived at his house, Michael opened the boxes and reviewed the packaging of each shipped item to confirm that they were the same "Smoke Alarm" product he had ordered online. And on each occasion they were: Michael had purchased what Kidde's packaging prominently labeled on the front of the package as a "Smoke Alarm."

Tammie Hays's Purchases of First Alert Ionization-Only Devices

102. In 2022, Plaintiff Tammie Hays purchased a First Alert ionization-only device from a Wal-Mart retail store in Chehalis, Washington, which is located within this judicial District. Specifically, Tammie purchased a Model SCO2 ionization-only device that includes a carbon monoxide detector.

103. Tammie purchased this First Alert product in 2022 to install it in her home and, thereby, protect against home fires. In selecting the First Alert product for purchase, Tammie reasonably believed based on the "Smoke Alarm" descriptor prominently displayed on the packaging that she was buying a product that would provide timely detection and warning of all common types of home fires, thereby protecting her. The descriptor "Smoke Alarm" Tammie relied upon when making these purchases was deceptive, misleading, and likely to confuse a reasonable consumer—and did in fact confuse Tammie, a reasonable consumer—for the reasons detailed above.

104. In sum, even if Michael and Tammie had carefully examined all parts of the package—something that a reasonable consumer under the circumstances would not do—they would still reasonably be unaware that the ionization-only device inside would not timely detect and warn of the presence of smoke from a smoldering fire. Given that the labeling and packaging deceptively describes in large print that the product inside is a "Smoke Alarm," Michael and Tammie did not realize that the product they were purchasing was not suitable for this purpose. This deception was material: if Defendants had not misrepresented this fact, Michael and Tammie—and the Class members—would not have purchased, or would not have purchased on the same terms, these ionization-only devices.

CLASS ALLEGATIONS

105. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

A. Composition of the Class

106. The proposed Class is defined as follows (and is otherwise collectively referred to herein as "the Class"):

> Multistate Class
> All persons who purchased in the United States (except in the State of California), whether online or in a retail store, a product (1) with ionization technology as its

only means of detecting smoke or fire; (2) made, marketed, distributed, and/or sold by Kidde or First Alert; (3) and labeled as a "smoke alarm," including combination carbon monoxide and smoke alarm devices.

Washington Subclass
All persons who purchased in Washington, whether online or in a retail store, a product (1) with ionization technology as its only means of detecting smoke or fire; (2) made, marketed, distributed, and/or sold by Kidde or First Alert; (3) and labeled as a "smoke alarm," including combination carbon monoxide and smoke alarm devices.

107. Excluded from the Class are all persons who allege personal injury or property damage arising out of the failure of such a device; Defendants and their subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the Judge to whom this case is assigned and his/her immediate family.

108. Plaintiffs reserve the right to revise the Class definition based upon information learned through discovery or if further investigation reveals that the Class should be expanded, divided into further subclasses, or modified in any other way.

B. The Class Satisfies the Requirements of Fed. R. Civ. P. 23

109. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

110. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

(i) Numerosity

111. In accordance with Federal Rule of Civil Procedure 23(a)(1), the members of the Class are so numerous that individual joinder of all Class members is impracticable. While the exact number of Class members is currently unknown, and can only be ascertained through appropriate discovery, the members of the Class are likely to number in the millions, and the disposition of the Class members' claims in a single action will provide substantial benefits to all parties and to the Court. Class members may be notified of the pendency of this action by

recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, internet postings, and/or published notice.

(ii) Commonality and Predominance

112. In accordance with Federal Rules of Civil Procedure 23(a)(2) and 23(b)(3), this action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

(a) Whether Defendants engaged in the conduct alleged herein;

(b) Whether Defendants' marketing and labeling of their ionization-only devices is false or misleading;

(c) Whether Defendants' marketing and labeling of their ionization-only devices is likely to deceive a reasonable consumer about the level of protection provided by such devices;

(d) Whether Defendants' conduct violates Washington and common law as asserted herein;

(e) Whether Plaintiffs and the other Class members are entitled to money damages and the amount of such damages;

(f) Whether Plaintiffs and the other Class members are entitled to punitive or exemplary damages and the amount of such damages; and

(g) Whether Defendants should be required to reimburse losses, pay damages, and/or pay treble damages as a result of the above-described practices.

(iii) Typicality

113. In accordance with Federal Rule of Civil Procedure 23(a)(3), Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through Defendants' wrongful conduct as described herein.

(iv) Adequacy

114. In accordance with Federal Rule of Civil Procedure 23(a)(4), Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members

of the Class they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

(v) Superiority

115. In accordance with Federal Rule of Civil Procedure 23(b)(3), a class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class members to individually seek redress for Defendants' wrongful conduct. Even if Class members could afford individual litigation, the burden on the court system would be enormous and unwarranted. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I
Breach of Express Warranty
(Against All Defendants on behalf of the Multistate Class)

116. Plaintiffs hereby reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

117. Defendants expressly warrant that the ionization-only devices are "Smoke Alarms," as set forth above. Defendants' claims constitute an affirmation of fact, promise, and/or description of the ionization-only devices that became part of the basis of the bargain and created an express warranty that the ionization-only devices would conform to the stated promise.

118. All conditions precedent to Defendants' liability have been performed by Plaintiffs and the members of the Class.

119. Defendants breached their express warranties by providing ionization-only devices to Plaintiffs and the members of the Class that do not conform to the advertising and label claims.

120. As a result of Defendants' breach, Plaintiffs and the members of the Class have been damaged in an amount to be determined at trial.

COUNT II
Unjust Enrichment
(Against All Defendants on behalf of the Multistate Class)

121. Plaintiffs hereby reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

122. By means of Defendants' wrongful conduct alleged herein, Defendants knowingly sold the ionization-only devices to Plaintiffs and the members of the Class in a manner that was unfair, unconscionable, and oppressive.

123. Defendants knowingly received and retained wrongful benefits and funds from Plaintiffs and the members of the Class. In so doing, Defendants acted with conscious disregard for the rights of Plaintiffs and the members of the Class.

124. As a result of Defendants' wrongful conduct as alleged herein, Defendants have been unjustly enriched at the expense of, and to the detriment of, Plaintiffs and the members of the Class.

125. Defendants' unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

126. Under the common law doctrine of unjust enrichment, it is inequitable for Defendants to be permitted to retain the benefits they received, without justification, from selling the ionization-only devices to Plaintiffs and the members of the Class in an unfair, unconscionable, and oppressive manner. Defendants' retention of such funds under such circumstances making it inequitable to do so constitutes unjust enrichment.

127. The financial benefits derived by Defendants rightfully belong to Plaintiffs and the members of the Class. Defendants should be compelled to return in a common fund for the benefit

of Plaintiffs and the members of the Class all wrongful or inequitable proceeds Defendants received.

128. Plaintiffs and the members of the Class have no adequate remedy at law.

COUNT III
Negligent Misrepresentation
(Against All Defendants on behalf of the Multistate Class)

129. Plaintiffs hereby reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

130. Defendants made false representations and material omissions of fact to Plaintiffs and the members of the Class in describing the ionization-only devices as "Smoke Alarms."

131. These representations were false.

132. When Defendants made these representations, they knew or should have known that they were false. Defendants had no reasonable grounds for believing that these representations were true when made.

133. Defendants intended that Plaintiffs and the members of the Class rely on these representations, and Plaintiffs and the members of the Class read and reasonably relied on them.

134. Class-wide reliance can be inferred because Defendants' misrepresentations were material, in that a reasonable consumer would consider them important in deciding whether to buy the ionization-only devices.

135. Defendants' misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and the members of the Class.

136. Plaintiffs and the members of the Class were injured as a direct and proximate result of Defendants' conduct because they would not have purchased ionization-only devices if they had known the representations were false, and/or they overpaid for the ionization-only devices because the ionization-only devices were sold at a price premium due to the misrepresentation.

COUNT IV
Intentional Misrepresentation
(Against All Defendants on behalf of the Multistate Class)

137. Plaintiffs hereby reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

138. Defendants made false representations and material omissions of fact to Plaintiffs and the members of the Class in describing the ionization-only devices as "Smoke Alarms."

139. These representations were false.

140. When Defendants made these representations, they knew that they were false at the time that they made them and/or acted recklessly in making the misrepresentations. Defendants had no reasonable grounds for believing that these representations were true when made.

141. Defendants intended that Plaintiffs and the members of the Class rely on these representations, and Plaintiffs and the members of the Class read and reasonably relied on them.

142. Class-wide reliance can be inferred because Defendants' misrepresentations were material, in that a reasonable consumer would consider them important in deciding whether to buy the ionization-only devices.

143. Defendants' misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and the members of the Class.

144. Plaintiffs and the members of the Class were injured as a direct and proximate result of Defendants' conduct because they would not have purchased ionization-only devices if they had known the representations were false, and/or they overpaid for the ionization-only devices because the ionization-only devices were sold at a price premium due to the misrepresentation.

COUNT V
Violation of the Washington Consumer Protection Act
RCW §§ 19.86.10, et seq.
(Against All Defendants on behalf of the Washington Subclass)

145. Plaintiffs hereby reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

146. The Washington Consumer Protection Act prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." RCW § 19.86.020.

147. Plaintiff and the members of the Washington Subclass are "persons" within the meaning of the Washington Consumer Protection Act, RCW § 19.86.010(1).

148. Defendants are "persons" within the meaning of the Washington Consumer Protection Act, RCW § 19.86.010(1), and conduct "trade" and "commerce" within the meaning of the Washington Consumer Protection Act, RCW § 19.86.010(2).

149. Defendants engaged in unfair and deceptive acts or practices in the conduct of their business by misrepresenting, through their advertising, labeling, and packaging, their ionization-only devices as "Smoke Alarm" products, which had the capacity and was likely to deceive a substantial portion of the public, leading a reasonable consumer to believe that the products provide timely detection and warning of smoke from all common types of home fires when in fact they do not.

150. Plaintiffs and the members of the Washington Subclass are consumers who lost money or property as a result of these violations because they would not have purchased the ionization devices, or would not have purchased them on the same terms, if the facts concerning the product had not been misleadingly and deceptively presented in each Defendant's advertising, labeling, and packaging of its ionization-only devices—in other words, Plaintiffs and the members of the Subclass did not receive what they paid for.

151. With deliberate disregard for the safety of the public, each Defendant continued to sell ionization-only devices that were deceptively and misleadingly advertised, labeled, and packaged as "Smoke Alarms," despite Defendants having known for decades that those products are unsuitable for detecting smoldering fires—a particularly common and dangerous type of home fire. In so doing, each Defendant acted outrageously and callously, motivated by greed and avarice.

152. The acts and practices described above are unfair because these acts or practices (1) have caused substantial financial injury to Plaintiffs and the Subclass members; (2) are not outweighed by any countervailing benefits to consumers or competitors; and (3) are not reasonably avoidable by consumers.

153. Defendants' unfair practices have occurred in their trade or business and were and are capable of injuring a substantial portion of the public. As such, Defendants' general course of conduct as alleged herein is injurious to the public interest, and the acts complained of herein were repeated prior to and after Plaintiffs' purchases and are ongoing and/or have a substantial likelihood of being repeated.

154. As a direct and proximate result of Defendants' unfair acts or practices, Plaintiffs and the Subclass members suffered injury in fact by paying unjustified prices for ionization-only devices but failing to receive benefits.

155. Plaintiffs and the Subclass members are therefore entitled actual damages to Plaintiffs and the Subclass members equal to: (a) a refund of the entire amounts paid for virtually or materially worthless or less valuable devices, or (b) in the alternative, the difference in value between the value of the ionization-only devices as represented (the full purchase prices paid) and the value of the ionization-only devices as actually accepted and delivered; treble damages pursuant to RCW § 19.86.090; costs of suit, including reasonable attorney's fees; and such other further damages and relief as the Court may deem proper.

156. Plaintiffs and the Subclass members are also entitled to additional equitable relief as the Court deems appropriate, including, but not limited to, disgorgement, for the benefit of the Subclass members, of all or part of the ill-gotten profits Defendants received in connection with the sale of the ionization-only devices.

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REQUEST FOR RELIEF

WHEREFORE, Michael Stapelman and Tammie Hays, individually and on behalf of the members of the Class, respectfully request that the Court enter judgment in their favor and against the Defendants as follows:

A. Certification of the proposed Class, including appointment of Plaintiffs' counsel as Class Counsel;

B. An order declaring that Defendants' conduct violates the statutes referenced herein;

C. An order finding in favor of Plaintiffs and the Class on all Causes of Action asserted herein;

D. An order requiring that Defendants be financially responsible for notifying all Class members about the true nature and limitations of ionization-only devices;

E. An award of compensatory, statutory, exemplary, and punitive damages in amounts to be determined by the Court and/or jury;

F. An award of treble damages;

G. An award of prejudgment and post-judgment interest on all amounts awarded;

H. An order awarding Plaintiffs and the Class their reasonable attorneys' fees, litigation expenses, and costs; and

I. Such other or further relief as the Court deems just and appropriate.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a jury trial for all claims so triable.

Respectfully submitted,

Dated: December 1, 2025

/s/Michael K. Ross

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