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**pro hac vice admission anticipated*

Attorneys for Plaintiff & Putative Class Members

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Robby Yu, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

LOWE'S COMPANIES, INC. and
GREENWORKS NORTH AMERICA,
LLC,

Defendants.

Case No.: 5:26-cv-7295

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Robby Yu, individually and on behalf of all others similarly situated, brings this Class Action Complaint against Lowe’s Companies, Inc. and Greenworks North America, LLC (“Defendants”)¹ and alleges the following based on personal knowledge as to himself, and as to all other matters, upon information and belief, including investigation conducted by his attorneys:

NATURE OF THE ACTION

1. This is a proposed class action arising from the dangerous battery design in certain Kobalt-branded 24V and 48V trimmers, blowers, mowers, chainsaws, and pruning saws (“Products” or “Tools”)². Specifically, Defendants designed, marketed, distributed, and sold the yard power tools equipped with defective lithium-ion batteries that can short-circuit when charged through the USB-C port while the batteries are inserted in the tools (hereinafter, the “Defect”), posing a severe risk of fire and serious injury to consumers.³

2. On July 9, 2026, the Consumer Product Safety Commission (“CPSC”) announced the recall of approximately 554,780 Kobalt-branded garden tools sold at Lowe’s retail stores nationwide and online at Lowes.com from January 2026 through May 2026 (“Recall”). This resulted in ***34 reports of batteries producing smoke, sparking, or catching fire due to the Defect.***⁴ Defendants sold approximately 554,780 units of these recalled tools at premium prices ranging from \$20 to \$482.⁵

¹ Plaintiff reserves the right to amend the complaint to include any additional responsible parties or entities as the evidence or information may arise throughout discovery.

² The Recall affects Kobalt 24V and 48V yard power tools with USB-C batteries, including trimmers, blowers, mowers, chainsaws, pruning saws, power cleaner kits, and certain battery packs. The affected model numbers include KPC 3024-06, KB 324-06, KB 324D-06, KB 624-06, KB 624D-06, KOC 4248-06, KHB 6048-06, KMS 1524-06, and KCS 1448-06. Plaintiff reserves the right to amend this complaint to include additional products arising from the discovery.

³ See CPSC Recall, <https://www.cpsc.gov/Recalls/2026/Greenworks-Tools-Recalls-24V-and-48V-Kobalt-Yard-Power-Tools-with-USB-C-Batteries-Due-to-Risk-of-Serious-Injury-from-Fire-Hazard>, (last accessed July 15, 2026).

⁴ *Id.*

⁵ *Id.*

1 3. Every recalled Product contains the identical battery architecture and
2 identical charging mechanism.

3 4. Per the Recall Notice, purchasers were instructed to stop using the
4 recalled Tools immediately and contact Greenworks to arrange for a free battery
5 replacement.⁶

6 5. Additionally, Greenworks published an instructional guide on its
7 website, directing consumers to identify their model and serial number and submit
8 a request for a replacement battery.⁷

9 6. The Recall fails to offer any monetary relief whatsoever to the Plaintiff
10 and purchasers of the Tools (“Class Members”⁸). Instead of providing a proper
11 remedy, Defendants merely instructed consumers to submit a request to arrange a
12 battery replacement. Regardless, Defendants’ attempted repairs are an ineffective
13 remedy: they do not compensate consumers for the price premium they paid for the
14 Tools, the diminished value of the Tools, or the burdens associated with submitting
15 a replacement battery request.

16 7. Furthermore, the CPSC’s own studies indicate that consumers are less
17 likely to comply with recalls that involve burdensome procedures or do not offer a
18 full refund.⁹

19 8. Moreover, the Recall was announced far too late and is inadequate for
20 the reasons described herein. The CPSC confirmed that the Tools’ Defect had been
21 reported to Defendants multiple times. Indeed, Defendants received 34 reports of
22 the batteries producing smoke, sparking, or catching fire due to the Defect.¹⁰

23 ⁶ *Id.*

24 ⁷ See <https://www.greenworkstools.com/pages/kobalt-product-recall> (last accessed July 10, 2026).

25 ⁸ The definition of the Class Members is detailed below.

26 ⁹ RECALL EFFECTIVENESS RESEARCH: A REVIEW AND SUMMARY OF THE LITERATURE ON CONSUMER
MOTIVATION AND BEHAVIOR, (July 2003), CPSC.gov, [https://www.cpsc.gov/s3fs-](https://www.cpsc.gov/s3fs-public/pdfs/foia_RecallEffectiveness.pdf)
27 [public/pdfs/foia_RecallEffectiveness.pdf](https://www.cpsc.gov/s3fs-public/pdfs/foia_RecallEffectiveness.pdf), at page 25 (last accessed July 10, 2026).

28 ¹⁰ See CPSC Recall Press Release, [https://www.cpsc.gov/Recalls/2026/Greenworks-Tools-Recalls-24V-](https://www.cpsc.gov/Recalls/2026/Greenworks-Tools-Recalls-24V-and-48V-Kobalt-Yard-Power-Tools-with-USB-C-Batteries-Due-to-Risk-of-Serious-Injury-from-Fire-Hazard)
and-48V-Kobalt-Yard-Power-Tools-with-USB-C-Batteries-Due-to-Risk-of-Serious-Injury-from-Fire-
Hazard, (last accessed July 10, 2026).

1 9. Defendants knew or should have known of these incidents through each
2 of the 34 reports. But Defendants did nothing. Upon information and belief,
3 Defendants failed to issue any warnings or make any ameliorative design changes
4 after receiving the first incident reports. Instead, Defendants continued profiting
5 from sales to reasonable consumers throughout the United States.

6 10. The Tools were distributed and sold nationwide through Lowe's retail
7 stores and Lowes.com.¹¹

8 11. Defendants generated substantial revenue from nationwide sales of the
9 Tools, which were priced from roughly \$20 to \$482.¹²

10 12. Defendants were able to charge these premium prices through their
11 marketing efforts and by withholding from consumers, specifically the fact that the
12 Tools contain the Defect. Defendants knew, or should have known, that consumers
13 prioritize safety and reliability, particularly any fire and burn hazard associated with
14 a product. Nonetheless, Defendants failed to disclose the associated risks.

15 13. The Defect existed at the point of purchase. Plaintiff and Class
16 Members reasonably believed the Tools were safe for their intended use and
17 purchased based on that assurance.

18 14. Despite the Recall, the Defect remains, leaving the Tools unsafe, unfit
19 for use, and worth substantially less than represented or warranted.

20 15. Each tool contains the same inherent Defect, which was present at the
21 time of sale and creates a serious safety risk to consumers, unknown to buyers but
22 known to Defendants. As a result, Plaintiff and other reasonable consumers were
23 placed at a disadvantage, subjected to Defendants' superior industry knowledge.

24 16. No reasonable consumer would have purchased the Tools on the same
25 terms had they known of the Defect. Defendants continued selling the Products
26

27 ¹¹ *Id*

28 ¹² *Id.*

1 despite receiving reports that batteries were producing smoke, sparking, and
2 catching fire. Even after the reported burn hazards became known, Defendants
3 continued to prioritize profit over safety. Despite finally acknowledging the Defect,
4 Defendants have still failed to provide consumers, including Plaintiff and Class
5 Members, with any meaningful remedy.

6 17. Had the Plaintiff and Class Members known about the Defect, they
7 would not have purchased the Tools.

8 18. Plaintiff and all reasonable consumers trusted that Defendants' Tools
9 were safe to use as intended. But the Recall proves they are not.

10 19. Defendants' Recall is inadequate and fails to provide purchasers with
11 any monetary relief.

12 20. Plaintiff's economic injury occurred immediately upon purchase
13 because Plaintiff paid for a product represented as safe for ordinary residential use
14 but containing an undisclosed latent fire hazard.

15 21. Had Plaintiff known of the Defect at the point of purchase, they would
16 have purchased a competing cordless outdoor power tool or paid substantially less.

17 22. The Defect substantially reduced the market value of the Products,
18 which were priced at a premium on the day of purchase.

19 23. Plaintiff, on behalf of themselves and the Class, seeks damages and all
20 other relief available at law and in equity, including punitive damages for
21 Defendants' misconduct. Plaintiff also seeks class wide injunctive relief, including:
22 (i) a state-of-the-art notice program for the wide dissemination of a factually
23 accurate recall notice for the Tools; (ii) the implementation of a corrective
24 advertising campaign to alert consumers to the dangers of the Defect; (iii) an offer
25 to replace the Tools with a non-defective and safe product; and/or (iv) a full refund
26 of the purchase price.

1 ***Defendant Greenworks North America, LLC***

2 31. Defendant Greenworks North America, LLC, is a limited liability
3 company organized under the laws of North Carolina and headquartered in
4 Mooresville, North Carolina. According to information and belief, Defendant or its
5 subsidiaries are involved in the design, manufacturing, marketing, sale, and
6 distribution of the recalled Products.

7
8 **JURISDICTION AND VENUE**

9 32. This Court has subject matter jurisdiction over this matter pursuant to
10 28 U.S.C. § 1332 of the Class Action Fairness Act because: (1) there are 100 or
11 more putative Class Members; (2) the aggregate amount in controversy exceeds
12 \$5,000,000.00, exclusive of interest and costs; and (3) there is diversity because
13 Plaintiff and at least one Defendant are citizens of different states.

14 33. This Court has personal jurisdiction over Defendants because
15 Defendants do substantial business in California and within this District, receive
16 substantial compensation and profits from the marketing, distribution, and sale of
17 Products in this District, and have engaged in the unlawful practices described in
18 this Complaint within this District.

19 34. Under 28 U.S.C. § 1391, venue is proper in this District because a
20 substantial part of the conduct giving rise to Plaintiff's claims occurred in this
21 District, as Defendants regularly transact business in this District. Defendants have
22 intentionally availed themselves of the laws and markets within this District.
23 Plaintiff also resides in this District.

24 35. **Divisional Assignment:** Pursuant to Civil Local Rules 3-2(c) and 3-
25 2(e), assignment to the San Jose Division is proper because Plaintiff resides in, and
26 a substantial part of the events giving rise to the claims occurred in, Santa Clara
27 County.
28

COMMON FACTUAL ALLEGATIONS

I. Defendants Knew, or Should Have Known, of the Defect

36. The CPSC announced a nationwide recall of the affected Defendants' Tools on July 9, 2026, affecting approximately 554,780 Tools units sold in the United States. The Recall includes Tools sold between January 2026 and May 2026 at Lowe's stores nationwide and Lowes.com.¹³

37. Defendants received at least 34 reports of burn hazards from the now-recalled Tools. Upon belief and information, no injuries have been reported.¹⁴

38. The Defect existed throughout the span of the Products' availability. Notably, Defendants had access to incident data and consumer feedback, as demonstrated by the press release posted on their website.¹⁵

39. On information and belief, Defendants did not issue any proactive safety alerts to consumers before the joint CPSC recall announcement, nor did they take action to limit sales or require modifications for older units.

40. The CPSC recall remedy requires consumers to contact Greenworks to request a battery replacement. However, this purported remedy requires affirmative consumer action and imposes an unnecessary burden by forcing consumers to tediously go through a convoluted process.¹⁶

41. The known risk of a fire or burn hazard due to the Defect, Defendants' dominant position in the portable tools market, and the likelihood that a substantial portion of defective Products remain in use all support Plaintiff's allegations that Defendants acted with knowledge of the Defect yet still represented, marketed, distributed, and sold unsafe Tools.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ See Greenworks Recall Press Release, <https://www.greenworkstools.com/pages/kobalt-product-recall>, (last accessed July 15, 2026).

¹⁶ *Id.*

42. Contrary to Defendants' representations to reasonable consumers promising safety and durability, Defendants chose to ignore the serious safety hazards posed by the uniform Defect present in each tool, as well as industry guidance and recommendations. In doing so, Defendants revealed that, in reality, they are committed to their own profits—not to people and their safety.

43. As the designer and manufacturer of the Tools, Defendants had access to design specifications, pre-market safety testing, post-sale incident data, and consumer complaints from which it knew, or should have known, that the Tools contained the Defect.

44. Nevertheless, Defendants took no action to eliminate the Defect or, at the very least, adequately warn consumers of the Defect.

45. Accordingly, Defendants had a duty to investigate and disclose all safety hazards regarding the Tools, including the Defect.

46. As a direct result of Defendants' conduct, Plaintiff and the proposed class members suffered economic losses by paying a price premium for the Tools. Had Plaintiff and Class Members known the truth about Defendants' defective Products, they would not have purchased them or paid less for them.

II. The Recall was Untimely and is Inadequate, Ineffective, Creates New Hazards, and was Designed to Fail

47. On July 9, 2026, the CPSC announced a voluntary nationwide recall of roughly 554,780 units sold in the United States by Defendants, all of which contain the same Defect, namely, the Tools' batteries.

48. Yet the Recall is dangerously deficient, both because of the unreasonable delay in notifying consumers and because the offered remedy is wholly inadequate. Despite the Defect making the Tools unsafe and unfit for their intended use, the Tools continued to be sold even after various reports of tool batteries short-circuiting.

49. Despite having the capability and expertise to mitigate the risk, Defendants failed to redesign the Products or issue sufficient consumer warnings. This delay contributed to the continued availability of defective Tools. Nevertheless, Defendants prioritized profit over the integrity and safety of the Tools and pushed the Tools into the marketplace with the Defect.

50. In addition, the Recall and its remedy are inadequate. Defendants merely instructed consumers to submit a replacement battery request through Greenworks to obtain a free replacement battery. This remedy imposes a burden on consumers: they cannot safely use the Products until the replacement battery is received and, after submitting the request, must wait an additional period for it to be processed and delivered.

51. The CPSC has maintained since 2003 that recall response rates drop significantly when consumers face cognitive or task overload or when the recall fails to provide sufficient incentives to participate.¹⁷

52. Defendants deliberately chose the most profitable approach to their business and the least harmful to its brand image, rather than a solution that would ensure the safety and durability of its Tools.

III. The Failure of the Essential Purpose of the Warranties

53. Defendants expressly warranted, through their Owner's Manuals and advertising, that the Tools were fit for their ordinary and intended use.

54. The Tools are also covered by the implied warranty of merchantability, which ensures that goods sold by a merchant are fit for their ordinary purpose.

55. Defendants clearly intended their warranties to benefit consumers who rely on the company for safe, durable Tools.

¹⁷ RECALL EFFECTIVENESS RESEARCH: A REVIEW AND SUMMARY OF THE LITERATURE ON CONSUMER MOTIVATION AND BEHAVIOR, (July 2003), CPSC.gov, https://www.cpsc.gov/s3fs-public/pdfs/foia_RecallEffectiveness.pdf, at page 25 (last accessed July 10, 2026).

1 56. Despite these warranties, the Tools contain a uniform Defect that
2 existed before and at the time of sale, rendering them unable to fulfill their
3 fundamental purpose.

4 57. Defendants knew, or should have known, of the Defect and the dangers
5 it posed before and at the time the Tools were sold.

6 58. Plaintiff and Class Members, by contrast, had no way of discovering
7 the Defect or the risks associated with it prior to purchase.

8 59. Defendants knew, or should have known, of the Defect at the time of
9 sale based on the Tools' design, industry safety guidance, and the multiple reported
10 burn hazards to consumers.

11 60. Defendants were in a far superior position to identify, address, and
12 disclose the Defect, whereas Plaintiff and Class Members had no ability to detect it
13 at the time of purchase.

14 61. This disparity in bargaining power prevented Plaintiff and Class
15 Members from receiving the benefit of the warranties.

16 62. The inequity was compounded by the fact that Defendants knew, or
17 should have known, of the Defect, while Plaintiff and Class Members had no notice
18 of it and no reason to suspect it, given Defendants' marketing of the Tools.

19 63. Defendants abused the trust it fostered with consumers by promoting,
20 designing, manufacturing, and selling the Tools as safe and durable products,
21 leaving Plaintiff and Class Members with no meaningful choice but to rely on
22 Defendants' representations and accept their warranty terms.

23 64. Defendants knew Plaintiff and Class Members lacked the ability to
24 detect the Defect and that they would ultimately bear the cost of repairing or
25 replacing the defective Tools.

26 65. Defendants were aware of the Defect at the time of sale, while Plaintiff
27 and Class Members were not and could not have reasonably discovered it.
28

1 66. Because the Tools were defective when they left the assembly line,
2 Defendants were already in breach of their warranties at the moment Plaintiff and
3 Class Members purchased them.

4 67. Had Plaintiff and Class Members known of the Defect, they would have
5 negotiated different terms or declined to purchase the Tools altogether.

6 68. Defendants sold the Tools with full knowledge that they did not
7 conform to their safety-based marketing claims and were not safe or suitable for
8 their intended and foreseeable use.

9 69. The terms of the express warranties unreasonably favor Defendants at
10 the expense of Plaintiff and Class Members.

11 70. The warranties failed in their essential purpose because (1) the Defect
12 existed when the Tools left the manufacturing facility; and (2) Defendants failed to
13 disclose the Defect at any point, including when contacted by customers regarding
14 the Tools.

15 71. Accordingly, Plaintiff and Class Members are not limited to the
16 remedies stated in the express warranties and seek all remedies that this Court finds
17 just, proper, and permissible.

18 **IV. Defendants' Actual or Constructive Knowledge of the Defect and Duty to**
19 **Disclose the Defect**

20 72. Defendants knew or should have known that the Tools contained the
21 Defect when sold to the public.

22 73. Defendants also knew, or should have known, that the Defect rendered
23 the Tools unsafe, unstable, and unfit for their intended use.

24 74. Defendants' knowledge is shown by their own design decisions,
25 industry safety guidance, and the reported burn hazards presenting the Defect.

26 75. Despite this knowledge, Defendants did not fix the Defect or remove
27 the Tools from the marketplace.
28

1 76. Instead, it continued to advertise and sell the unreasonably dangerous
2 Tools as safe and durable.

3 77. Defendants had a duty to disclose the Defect and not conceal it from
4 Plaintiff and Class Members.

5 78. Its failure to disclose, or active concealment, exposes Plaintiff and
6 Class Members to serious injury.

7 79. Even after the Recall, Defendants continue to allow use of the defective
8 Tools.

9 80. Had Plaintiff, Class Members, and the public known the Tools were
10 defective and unsafe, they would not have purchased them.

11 81. Defendants improperly shifted to Plaintiff and Class Members the
12 burden and cost of discovering the Defect, determining the Tools' unsafe condition,
13 and addressing the resulting damages.

14 **TOLLING AND ESTOPPEL OF THE STATUTE OF LIMITATIONS**

15 82. Defendants have continuously marketed and sold the dangerous
16 Products to unsuspecting customers. They continuously represented that the
17 Products are safe and suitable for use.

18 83. By continuously repeating these false representations and failing to
19 disclose that the Products contained a fire or burn hazard, Defendants engaged in a
20 continuing wrong sufficient to render inapplicable any statute of limitations that
21 Defendants might seek to apply.

22 84. As the creator and manufacturer of the Products, Defendants have had
23 actual knowledge that the Products are defectively designed.

24 85. Defendants' knowledge of the Defect is evidenced by, amongst other
25 things, the Recall Notice and reports of burn hazards as a direct result of using the
26 Products as Defendants' intended.

1 86. Thus, at all relevant times, Defendants indisputably possessed
2 continuous knowledge of the material dangers posed by the Products, and yet
3 Defendants knowingly continued to allow the sale of the Products. Plaintiff's and
4 other Class Members' claims are not time-barred.

5 87. Moreover, even after the Recall, Defendants are unable to prove that
6 the Recall Notice reached all Product owners.

7 88. Plaintiff and other Class members could not have reasonably
8 discovered and could not have known facts that would have caused a reasonable
9 person to suspect that Defendants knowingly failed to disclose material information
10 within their knowledge about a dangerous defect to consumers in the United States
11 and elsewhere. Therefore, no potentially relevant statute of limitations should apply.

12 89. Throughout the time period relevant to this action, Defendants
13 concealed from and failed to disclose to Plaintiff and the other Class Members vital
14 information about the Defect described herein.

15 90. Defendants kept Plaintiff and the other Class Members in the dark about
16 vital information essential to pursuing their claims. As a result, neither Plaintiff nor
17 the other Class Members could have discovered the Defect, even upon reasonable
18 exercise of due diligence.

19 91. Defendants had a duty to disclose to Plaintiff and the Class Members
20 the true quality and nature of the Products, that the Products contain a uniform
21 dangerous Defect, and that they pose safety concerns and are, in fact, dangerous.

22 92. Instead, Defendants continued to market the Products as suitable for
23 their intended purpose to further profit from the sale of their Tools and prevent
24 Plaintiff and other Class members from seeking redress.

25 93. Plaintiff and the other Class Members justifiably relied on Defendants
26 to disclose the true dangerous nature of the Products they purchased and/or owned
27
28

1 because that Defect was not discoverable by Plaintiff and the other Class Members
2 through reasonable efforts.

3 94. Defendants' affirmative acts of concealment, including their continued
4 marketing of the Defective Products as safe, reliable, and fit for their intended
5 purpose while possessing knowledge of the hazard, further support estoppel and
6 tolling of any applicable limitations period.

7 **FED. R. CIV. P. 9(b) ALLEGATIONS**

8 95. Although Defendants are in the best position to know information about
9 the design, manufacture, distribution, and sale of the Tools as well as the facts
10 surrounding the Defect during the relevant timeframe, to the extent necessary,
11 Plaintiff satisfies the requirements of Rule 9(b) by alleging the following facts with
12 particularity:

13 96. WHO: Defendants made material misrepresentations and/or omissions
14 of fact through its marketing, on its website, product packaging, warranties,
15 Owner's Manuals and labeling, through warranty claims, through reports of burn
16 hazards associated with the Tools and the Defect and through authorized retailers
17 of the Tools, which include statements such that the Tools are not defective and are
18 safe and suitable for their intended use.

19 97. WHAT: Defendants' conduct here was, and continues to be, fraudulent
20 because it omitted and concealed that the Tools are defective, unsafe, and unsuitable
21 for their intended use in that the Tools contain a uniform Defect. Defendants'
22 employees and representatives made affirmative misrepresentations as a part of
23 Defendants' marketing of the Tools to Plaintiff and Class Members at the time of
24 purchase regarding the same qualities. Defendants failed to adequately warn
25 Plaintiff and Class Members that the Tools contained the Defect, and were not
26 suitable for their intended use. Further, Defendants' conduct has the effect of
27 deceiving Plaintiff and Class Members into believing that Tools are not defective,
28

1 and instead, are suitable for their intended use. Defendants knew, or should have
2 known, that the existence of the Defect is material to the reasonable consumer,
3 including Plaintiff and Class Members, and impacts their purchasing decisions, and
4 yet Defendants omitted a necessary warning that the Tools are defective and are
5 unsafe and unsuitable for their intended use.

6 98. **WHEN:** Defendants made material misrepresentations and/or
7 omissions during the putative class periods and at the time Plaintiff and Class
8 Members purchased the Tools, prior to and at the time Plaintiff and Class Members
9 made claims after realizing the Products contained a uniform Defect and
10 continuously throughout the applicable class periods.

11 99. **WHERE:** Defendants' marketing message and omissions were uniform
12 and pervasive, carried through material misrepresentations and omissions on the
13 Tools' labeling and packaging, its website(s), and the websites of authorized
14 retailers.

15 100. **HOW:** Defendants made material misrepresentations of material facts
16 regarding the Tools, including, but not limited to, the existence of the uniform
17 Defect as well as the associated risks.

18 101. **WHY:** Defendants made the material misrepresentations and/or
19 omissions detailed herein for the express purpose of inducing Plaintiff, Class
20 Members, and all reasonable consumers to purchase and/or pay a premium price for
21 the Tools, the effect of which was that Defendants profited by selling the Tools to
22 many thousands of consumers.

23 102. **INJURY:** Plaintiff and Class Members purchased, paid a premium, or
24 otherwise paid more for the Products when they otherwise would not have, absent
25 Defendants' misrepresentations and omissions.
26
27
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CLASS ACTION ALLEGATIONS

103. Plaintiff brings this action on behalf of themselves and the following Classes under Rule 23(b)(3) and 23(c)(4) of the Federal Rules of Civil Procedure:

Nationwide Class: All persons in the United States who purchased the Products for personal use and not for resale during the fullest period allowed by law (“Class or Nationwide Class”).

California Sub-Class: All persons in California who purchased the Products for personal use and not for resale during the fullest period provided by law (“California Sub-Class”).

104. Excluded from the Class are: (a) any officers, directors or employees, or immediate family members of the officers, directors, or employees of Defendants or any entity in which Defendants has a controlling interest; (b) any legal counsel or employee of legal counsel for the Defendants; (c) the presiding Judge in this lawsuit, as well as the Judge’s staff and their immediate family members; and (d) any person who has previously settled claims related to the Hazard with Defendants.

105. Plaintiff reserves the right to amend the definition of the Class if discovery or further investigation reveals that the Class should be expanded or otherwise modified.

106. **Numerosity.** Class Members are numerous and geographically dispersed, making joinder of all Class Members impracticable. While the exact number of Class Members remains currently unknown, upon information and belief, there are thousands, if not hundreds of thousands, of putative Class Members. Moreover, the number of members of the Class may be ascertained from Defendants’ books and records, as well as third-party retailers. Class Members may

1 be notified of the pendency of this action by mail and/or electronic mail, which can
2 be supplemented if deemed necessary or appropriate by the Court with published
3 notice.

4 **107. Predominance** of Common Questions of Law and Fact. Common
5 questions of law and fact exist for all Class Members and predominate over any
6 questions affecting only individual Class Members. These common legal and
7 factual questions include, but are not limited to, the following:

- 8 a. Whether the Products contained the Defect alleged herein;
- 9 b. Whether Defendants knew or should have known of the Defect;
- 10 c. Whether Defendants had to disclose the Defect to consumers;
- 11 d. Whether Defendants' representations and omissions were
12 misleading or deceptive;
- 13 e. Whether Defendants' conduct was unfair or illegal;
- 14 f. Whether Defendants' conduct violated the California consumer
15 protection statutes alleged herein;
- 16 g. Whether Defendants breached their implied warranties;
- 17 h. Whether Class Members suffered economic injury;
- 18 i. Whether Defendants' conduct violates public policy;
- 19 j. Whether Plaintiff and putative members of the Class have suffered
20 an ascertainable loss of monies or property or other value as a result
21 of Defendants' acts and omissions of material facts;
- 22 k. Whether Defendants were unjustly enriched at the expense of
23 Plaintiff and members of the putative Class in connection with
24 selling the Defective Products; and
- 25 l. Whether Plaintiff and members of the putative Class are entitled to
26 monetary damages and, if so, the nature of such relief;

1 108. **Typicality.** Plaintiff's claims are typical of those of the absent Class
2 Members in that Plaintiff and the Class Members each purchased and used the
3 Products, and each sustained damages arising from Defendants' wrongful conduct,
4 as disclosed herein. Plaintiff shares the aforementioned facts and legal claims or
5 questions with the putative Class Members. Plaintiff and all members of the
6 putative Class have been similarly affected by Defendants' common misconduct
7 alleged herein. Plaintiff and all members of the putative Class sustained monetary
8 and economic injuries, including—but not limited to—ascertainable losses
9 resulting from Defendants' deceptive omissions concerning the Products' safety
10 and ability, as well as the proposed repair remedy's ability to function as intended.

11 109. **Adequacy.** Plaintiff will fairly and adequately represent and protect
12 the interests of the members of the putative Class. Plaintiff has retained counsel
13 with substantial experience in handling complex class action litigation, including
14 the issues that arise in this type of consumer protection litigation. Further, Plaintiff
15 and counsel are committed to the vigorous prosecution of this action. Plaintiff has
16 no conflicts of interest or interests adverse to those of the putative Class.

17 110. **Insufficiency of Separate Actions.** Absent a class action, Plaintiff
18 and members of the Class will continue to suffer the harm described herein, for
19 which they would have no remedy. Even if individual consumers could bring
20 separate actions, the resulting multiplicity of lawsuits would cause undue burden
21 and expense for both the Court and the litigants, as well as create a risk of
22 inconsistent rulings and adjudications that might be dispositive of the interests of
23 similarly situated consumers, substantially impeding their ability to protect their
24 interests, while establishing incompatible standards of conduct for Defendants.

25 111. **Superiority.** A class action is superior to any other available method
26 for the fair and efficient adjudication of the present controversy for at least the
27 following reasons:
28

- a. The damages suffered by each individual member of the putative Class do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct;
- b. Even if individual members of the Class had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed;
- c. The claims presented in this case predominate over any questions of law or fact affecting individual members of the Class;
- d. Individual joinder of all members of the Class is impracticable;
- e. Absent a Class, Plaintiff and members of the putative Class will continue to suffer harm as a result of Defendants' unlawful conduct; and
- f. This action presents no manageability concerns that would impede its treatment as a class action and, in fact, is the most appropriate and efficient method by which Plaintiff and the members of the putative Class can obtain redress for the harm caused by Defendants' misconduct.

112. In the alternative, the Class may be certified for the following reasons:

- a. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudication concerning individual members of the Class, which would establish incompatible standards of conduct for Defendants; and
- b. Adjudications of claims of the individual members of the Class against Defendants would, as a practical matter, be dispositive of the interests of other members of the putative Class who are not parties to the adjudication and may substantially impair or impede

the ability of other putative Class Members to protect their interests.

CAUSES OF ACTION

COUNT I

Violation of California's Unfair Competition Law ("UCL")

Cal. Bus. & Prof. Code §§ 17200 et seq.

(On Behalf of Plaintiff and the California Sub-Class)

113. Plaintiff incorporates by reference and re-alleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

114. Plaintiff brings this claim individually and on behalf of the proposed California Class against Defendants.

115. California's Unfair Competition Law ("UCL"), California Business and Professions Code §§ 17200 et seq., prohibits any unlawful, unfair, or fraudulent business act or practice, as well as unfair, deceptive, untrue, or misleading advertising.

116. Defendants engaged in unlawful, unfair, and fraudulent business practices by marketing, advertising, distributing, and selling the Products while failing to disclose that the Products contained a latent battery defect that could cause the batteries to smoke, spark, or catch fire during charging or ordinary use.

117. At all relevant times, Defendants knew or should have known of the latent battery defect through, among other things, pre-market testing, product design and engineering, quality assurance processes, warranty claims, consumer complaints, internal investigations, and other information uniquely within Defendants' possession and control.

Fraudulent Business Practices

118. Defendants' conduct constitutes a fraudulent business practice because Defendants made affirmative representations regarding the safety, quality, and

1 ordinary intended use of the Products while omitting the existence of the latent
2 battery defect.

3 119. Defendants' omissions and affirmative safety representations were
4 material because reasonable consumers purchasing battery-powered outdoor
5 power equipment consider product safety and the ability to safely charge and
6 operate the Products during ordinary residential use to be important in deciding
7 whether to purchase the Products and how much to pay for them.

8 120. The omitted information was not known or reasonably knowable to
9 Plaintiff or reasonable consumers.

10 121. Defendants knew, or were reckless in not knowing, that reasonable
11 consumers would rely upon Defendants' safety-related representations and
12 omissions when purchasing the Products.

13 122. Plaintiff and members of the California Class reasonably relied upon
14 Defendants' omissions and affirmative representations regarding the Products'
15 safety and suitability for ordinary residential use when purchasing the Products.

16 ***Unfair Business Practices***

17 123. Defendants' conduct also constitutes an unfair business practice under
18 the UCL.

19 124. Defendants' conduct caused substantial consumer injury because
20 consumers purchased Products containing an undisclosed latent fire hazard that
21 materially diminished the Products' value at the time of sale.

22 125. Consumers could not reasonably have avoided this injury because the
23 Defect was latent and not discoverable through reasonable inspection before
24 purchase.

25 126. The harm substantially outweighs any utility associated with
26 Defendants' failure to disclose the Defect to consumers resulting from the sale of
27 Products containing an undisclosed fire hazard.

127. Defendants' conduct also offends established public policies favoring truthful disclosure of material product safety defects and fair competition in the marketplace.

Unlawful Business Practices

128. Defendants' conduct further constitutes an unlawful business practice because it violates, among other laws:

- a. The California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.;
- b. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et seq.;
- c. California Civil Code §§ 1572, 1573, 1709, and 1710; and
- d. Defendants' implied warranty obligations as alleged herein.

Economic Injury and Restitution

129. Plaintiff and members of the California Class suffered economic injury because they paid money for Products that were worth materially less than represented at the time of purchase due to the undisclosed Defect.

130. Plaintiff's and the California Class's economic injury occurred at the time of purchase. The subsequent Recall did not create the injury; rather, it confirmed that the Products contained the latent Defect when originally sold.

131. Had Defendants disclosed the latent battery defect, Plaintiff and members of the California Class would not have purchased the Products or would have paid substantially less for them.

132. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and the California Class lost money or property within the meaning of California Business and Professions Code § 17204.

133. Pursuant to California Business and Professions Code §§ 17203 and 17204, Plaintiff and the California Class seek restitution of all monies wrongfully obtained by Defendants through their unlawful, unfair, and fraudulent business practices, together with appropriate injunctive relief prohibiting Defendants from continuing the challenged conduct.

134. Plaintiff seeks restitution under the UCL in the alternative and alleges that legal remedies alone are inadequate to fully compensate Plaintiff and the California Class or to prevent Defendants' ongoing unfair competition.

COUNT II

Violation of California's False Advertising Law ("FAL")

Cal. Bus. & Prof. Code §§ 17500 et seq.

(On Behalf of Plaintiff and the California Sub-Class)

135. Plaintiff incorporates by reference and re-alleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

136. Plaintiff brings this claim individually and on behalf of the proposed California Class against Defendants.

137. California's False Advertising Law ("FAL"), California Business and Professions Code §§ 17500 et seq., prohibits any person or entity from making or disseminating any statement concerning property or services that is untrue or misleading, and that is known, or by the exercise of reasonable care should be known, to be untrue or misleading.

138. In the course of marketing and selling the Products, Defendants disseminated uniform advertising and promotional materials through, among other things, product packaging, product labeling, instruction manuals, retail point-of-sale materials, online product listings, and Defendants' own websites.

1 139. Through these materials, Defendants represented that the Products
2 were suitable for ordinary residential lawn and garden use and could be safely
3 charged and operated for their intended purpose.

4 140. Those representations were false or misleading because Defendants
5 failed to disclose that the Products contained a latent battery defect that could
6 cause the batteries to smoke, spark, or catch fire during charging or ordinary use.

7 141. Defendants knew, or by the exercise of reasonable care should have
8 known, that these representations and omissions were false and misleading
9 because Defendants possessed information regarding the latent Defect before
10 Plaintiff and members of the California Class purchased the Products.

11 142. The omitted information was material because reasonable consumers
12 consider product safety important when deciding whether to purchase battery-
13 powered outdoor power equipment and how much to pay for it.

14 143. Plaintiff reviewed and reasonably relied upon Defendants' advertising
15 and promotional representations before purchasing the Products. Had Plaintiff
16 known the truth regarding the latent battery defect, Plaintiff would not have
17 purchased the Products or would have paid substantially less for them.

18 144. Defendants' advertising and promotional practices were likely to
19 deceive reasonable consumers acting reasonably under the circumstances.

20 145. As a direct and proximate result of Defendants' violations of the False
21 Advertising Law, Plaintiff and members of the California Class lost money or
22 property within the meaning of California Business and Professions Code §
23 17535, including the purchase price paid for Products worth materially less than
24 represented at the time of sale.

25 146. Plaintiff and members of the California Class seek restitution of all
26 monies wrongfully obtained by Defendants through their false and misleading
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1 advertising, together with appropriate injunctive relief prohibiting Defendants
2 from continuing to engage in the unlawful conduct alleged herein.

3 147. Plaintiff seeks restitution under the FAL in the alternative and alleges
4 that legal remedies alone are inadequate to fully compensate Plaintiff and the
5 California Class or to prevent Defendants' continuing false advertising and
6 deceptive business practices.

7 **COUNT III**

8 **Violation of California Consumers' Legal Remedies Act ("CLRA")**

9 **Cal. Civ. Code §§ 1750 et seq.**

10 **(On Behalf of Plaintiff and the California Sub-Class)**

11 148. Plaintiff incorporates by reference and re-alleges each and every
12 allegation contained in the preceding paragraphs as though fully set forth herein.

13 149. Plaintiff brings this claim individually and on behalf of the proposed
14 California Class against Defendants.

15 150. The California Consumers Legal Remedies Act ("CLRA"), California
16 Civil Code §§ 1750 et seq., prohibits unfair methods of competition and unfair or
17 deceptive acts or practices undertaken in transactions intended to result in, or that
18 result in, the sale of goods to consumers.

19 151. The Products are "goods" within the meaning of California Civil Code
20 § 1761(a).

21 152. Defendants are "persons" within the meaning of California Civil Code
22 § 1761(c).

23 153. Plaintiff and members of the California Class are "consumers" within
24 the meaning of California Civil Code § 1761(d).

25 154. Plaintiff's purchase of the Products constitutes a "transaction" within
26 the meaning of California Civil Code § 1761(e).

1 155. Defendants violated California Civil Code § 1770(a)(5) by
2 representing that the Products possessed characteristics, uses, benefits, and
3 qualities that they did not possess, including representing that the Products were
4 suitable for safe charging and ordinary residential lawn and garden use while
5 omitting that the Products contained a latent battery defect capable of causing the
6 batteries to smoke, spark, or catch fire during charging or ordinary use.

7 156. Defendants violated California Civil Code § 1770(a)(7) by
8 representing that the Products were of a particular standard, quality, and grade
9 when, in fact, they contained an undisclosed latent safety defect that materially
10 diminished their value and rendered them unsuitable for their represented use.

11 157. Defendants violated California Civil Code § 1770(a)(9) by advertising
12 the Products as suitable and safe for their intended purpose while failing to
13 disclose the latent battery defect known to Defendants.

14 158. Defendants' omissions and affirmative representations were material.
15 A reasonable consumer purchasing battery-powered outdoor power equipment
16 would consider the existence of a latent defect capable of causing batteries to
17 smoke, spark, or catch fire to be important in deciding whether to purchase the
18 Products and how much to pay for them.

19 159. Defendants possessed exclusive or superior knowledge of the latent
20 battery defect through, among other things, engineering analyses, product testing,
21 quality assurance procedures, warranty claims, consumer complaints, and internal
22 investigations, yet failed to disclose that material information to Plaintiff and the
23 California Class.

24 160. Plaintiff and members of the California Class were unaware of the
25 latent battery defect and reasonably relied upon Defendants' affirmative safety
26 representations and material omissions in deciding to purchase the Products.
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1 161. Had Defendants disclosed the latent battery defect, Plaintiff and
2 members of the California Class would not have purchased the Products or would
3 have paid substantially less for them.

4 162. As a direct and proximate result of Defendants' violations of the
5 CLRA, Plaintiff and members of the California Class suffered harm and are
6 threatened with continuing harm absent injunctive relief requiring Defendants to
7 cease the deceptive practices alleged herein and to provide truthful disclosures
8 concerning the Products.

9 163. Concurrently with the filing of this Complaint, Plaintiff is serving
10 Defendants with written notice pursuant to California Civil Code § 1782(a),
11 identifying the particular violations of the CLRA alleged herein and demanding
12 that Defendants correct, repair, replace, or otherwise rectify the unlawful practices
13 described in this Complaint.

14 164. At this time, Plaintiff seeks only injunctive relief under California
15 Civil Code §§ 1780(a)(2) and 1782(d), requiring Defendants to cease the
16 deceptive practices alleged herein, to provide complete and accurate disclosures
17 regarding the Products and the latent battery defect, and to take such other
18 corrective action as the Court deems just and proper.

19 165. If Defendants fail to timely correct, repair, replace, or otherwise
20 rectify the violations identified in Plaintiff's CLRA notice, Plaintiff intends to
21 amend this Complaint to seek all remedies available under California Civil Code §
22 1780, including damages.

COUNT IV

Breach of Implied Warranties

(On Behalf of Plaintiff and the Nationwide Class, or Alternatively the California Sub-Class)

166. Plaintiff hereby repeats, realleges, and incorporates by reference all preceding paragraphs as though fully set forth herein.

167. Plaintiff brings this Count on behalf of themselves and the ClassNationwide Class, or alternatively, the California Sub-Class (“Class”).

168. Defendants were and are, at all relevant times, merchants involved in the manufacturing, distribution, warranting, and/or sale of the Products.

169. The Products were and are, at all relevant times, a “good” under the relevant laws.

170. Defendants knew or had reason to know of the specific use for which the Products, as goods, were purchased.

171. Defendants entered into agreements with retailers, suppliers, and/or contractors to sell their Products to be used by Plaintiff and the proposed Class Members.

172. Defendants provided Plaintiff and the proposed Class Members with implied warranties that the Products was merchantable and fit for the ordinary purposes for which the Products was used and sold and was not otherwise injurious to consumers, that the Products would pass without objection in the trade, be of fair and average quality, and conform to the promises and affirmations of fact made by Defendants in its misrepresentations and omissions regarding safety. This implied warranty of merchantability is part of the basis for the benefit of the bargain between Defendants and Plaintiff and Class Members.

173. Defendants breached the implied warranty of merchantability because the Products are not fit for their ordinary purpose. The Products contain the

1 Defect, rendering the Products unsafe to use as intended. Therefore, the Products
2 are not fit for their ordinary purpose.

3 174. As instructed by the Recall Notice, Plaintiff is forced to completely
4 discontinue use of the Products due to the ongoing safety risk of the burn hazard.

5 175. The aforementioned problems associated with the Products constitute
6 safety risks, rendering the Products unsafe and unsuitable for consumers.

7 Therefore, there is a breach of the implied warranty of merchantability.

8 176. Moreover, due to the inadequate and overdue nature of the Recall, it is
9 not required and would be futile for Plaintiff to provide Defendants further
10 opportunity to cure their breach.

11 177. Plaintiff and Class Members have had sufficient direct dealings with
12 either Defendants or one of their authorized retailers, representatives, and agents
13 to establish a contract between Defendants, on the one hand, and Plaintiff and
14 each Class Member, on the other hand.

15 178. Nevertheless, privity is not required because Plaintiff and each Class
16 Member are the intended beneficiaries of Defendants' warranties and their sale
17 through retailers. The retailers were not intended to be the ultimate consumers of
18 the Products and have no rights under the warranties provided by Defendants.
19 Defendants' warranties were designed for and intended to benefit the consumer
20 only, and Plaintiff and Class Members were the intended beneficiaries of the
21 Products. Thus, it was reasonably foreseeable that Plaintiff and Class Members
22 would be the intended beneficiaries of the Products and their warranties.

23 179. Defendants impliedly warranted that the Products were safe, suitable,
24 of merchantable quality, and fit for their intended purpose. These implied
25 warranties included, among other things: (i) a warranty that the Products
26 manufactured, supplied, distributed, and/or sold by Defendants was safe and
27 suitable to operate as a portable tools under foreseeable conditions of use; (ii) a
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1 warranty that the Products would be fit for its intended use while the Product is
2 being used; and (iii) a warranty that the Product would conform to all of the
3 promises and affirmations of fact on the Products' label and online advertising.

4 180. Instead, the Products contain a defective design and/or manufacture,
5 as alleged herein. As a result of the Defect, the Products fail to conform to the
6 promises or affirmations of fact on their labels and in their online advertising.

7 181. Defendants failed to adequately warn Plaintiff and Class Members
8 that the Products contained the Defect, were not safe or suitable for use, and posed
9 a risk of serious risk of fire or burn injuries.

10 182. Defendants breached the implied warranties because the Products
11 were and are sold with the Defect.

12 183. Defendants' attempt to limit or disclaim any implied warranties is
13 unconscionable and therefore unenforceable.

14 184. Plaintiff and Class Members had no meaningful choice in determining
15 the terms of that unreasonably favored Defendants, who had superior and
16 exclusive knowledge of the Defect, which existed at the time of sale of the
17 Products. A gross disparity in bargaining power existed between Defendants and
18 Plaintiff and the Class Members, and Defendants knew or should have known that
19 the Products were defective at the time of sale.

20 185. Contrary to the applicable implied warranties, the Products, at the
21 time of sale and thereafter, were not fit for their ordinary and intended purpose.
22 Instead, the Products suffered, and continue to suffer, from the Defect as alleged
23 herein.

24 186. Defendants' failure to adequately repair or replace the dangerous
25 Products rendered the warranty incapable of fulfilling its essential purpose.

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

3 **COUNT V**

4 **Unjust Enrichment**

5 **(By Plaintiff, individually, and on behalf of the Nationwide Class**

6 **Or, in the alternative, the California Sub-Class)**

7 188. Plaintiff hereby repeats, realleges, and incorporates by reference all
8 preceding paragraphs as though fully set forth herein.

9 189. Plaintiff brings this claim on behalf of the Nationwide Class, or
10 alternatively the California Subclass.

11 190. Plaintiff and the putative Class Members conferred a benefit on
12 Defendants by purchasing the Products—payments that Defendants knowingly
13 accepted while aware of the product's defect and unfitness for its intended use.

14 191. Defendants either knew or should have known that the payments
15 rendered by Plaintiff and Class Members were given with the expectation that the
16 Tools would have the qualities, characteristics, and suitability for the use
17 represented and warranted by Defendants. As such, it would be inequitable for
18 Defendants to retain the benefit of the payments under these circumstances.

19 192. By its wrongful acts and omissions described herein, including selling
20 the Products, which contained a Defect, Defendants were unjustly enriched at the
21 expense of Plaintiff and putative Class Members.

22 193. Defendants' wrongful conduct directly caused Plaintiff's detriment
23 and resulted in Defendants' unjust enrichment, as the benefit it received flowed
24 directly from the misconduct alleged in this Complaint.

25 194. Defendants have unjustly profited from their unlawful, unfair, and
26 deceptive conduct at the expense of Plaintiff and the putative Class Members. It
27 would be inequitable and contrary to principles of justice for Defendants to retain
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1 the profits, benefits, and other compensation obtained through the sale of the
2 Products, as such enrichment was directly tied to the misconduct alleged herein.

3 195. Defendants were unjustly enriched by retaining revenues from Class
4 Members' purchases of the Products. Such enrichment is unjust and inequitable
5 because Defendants knowingly manufactured, marketed, and sold defective and
6 dangerous Products while omitting material facts, causing Plaintiff and Class
7 Members to purchase products they otherwise would not have bought had the
8 truth been disclosed.

9 196. Defendants continued to sell the Products with their inherent Defect
10 even after learning of 34 reports regarding burn hazards. Even after these known
11 incidents, Defendants continued to tout the safety of their product, profiting
12 significantly throughout the sales period.

13 197. Defendants' conduct allows it to knowingly realize substantial
14 revenues from selling the Product at the expense of, and to the detriment of,
15 Plaintiff and Class Members, and Defendants' benefit and enrichment.
16 Defendants' retention of these benefits violates the principles of fundamental
17 justice, equity, and good conscience.

18 198. Under common law principles of unjust enrichment and quasi-
19 contract, it is inequitable for Defendants to retain the benefits conferred by
20 Plaintiff's and Class Members' overpayments.

21 199. Plaintiff and Members of the Classes seek disgorgement of all profits
22 resulting from such overpayment.

23 **PRAYER FOR RELIEF**

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

- 26 a. Declare that this action is a proper class action, certifying the
27 Classes as requested herein, designating Plaintiff as Class
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1 Representative, and appointing the undersigned counsel as Class
2 Counsel;

- 3 b. Award Plaintiff and Class members compensatory, statutory,
4 actual, and/or monetary damages, including interest, in an
5 amount to be determined at trial, except for injunctive relief only
6 under the CLRA;
- 7 c. Declare that Defendants must disgorge, for the benefit of the
8 Class(es), all or part of the ill-gotten profits they received from
9 the sale of the Tools;
- 10 d. Order Defendants to pay attorneys' fees and litigation costs to
11 Plaintiff and the other members of the Classes;
- 12 e. Award punitive damages where permitted by statute, in an
13 amount to be determined at trial, due to Defendants' willful and
14 reckless disregard of the serious risk of fire and burn injuries to
15 consumers despite their knowledge of the Defect;
- 16 f. Order such other and further relief as may be just and proper.

17 **JURY DEMAND**

18 Plaintiff hereby demands a trial by jury of all claims so triable.
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1 DATED: July 15, 2026

Respectfully submitted,

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