

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

CASSIDY BENDER, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

HALO INNOVATIONS, INC.

Defendant.

CASE NO. 1:24-cv-4371

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Cassidy Bender (“Plaintiff”), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant HALO<sup>®</sup> Innovations, Inc. (“HALO” or “Defendant”) and alleges the following based on personal knowledge as to herself, and as to all other matters, upon information and belief, including investigation conducted by her attorneys.

**NATURE OF THE ACTION**

1. HALO, the self-proclaimed “Safe Sleep Expert,”<sup>1</sup> designs, manufactures, markets, distributes, sells, and charges a premium for the BassiNest Flex (the “Flex”), a dangerously defective bedside bassinet sold for use as an infant sleeper.

2. As shown below, through its multi-channel safe sleep marketing campaign, (“Safe Sleep Marketing”), HALO uniformly represents to consumers that the Flex is a bassinet that is safe for infant sleep with a *level, flat, and firm*<sup>2</sup> sleeping surface (“Sleeping Surface”), consistent

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<sup>1</sup> *Safe Sleep Mission*, HALOSLEEP.COM, <https://www.halosleep.com/safe-sleep-mission> (last accessed May 6, 2024).

<sup>2</sup> *BABY SLEEP: REGISTRY MUST HAVES*, HALOsleep.com, <https://www.halosleep.com/blog/post/baby-sleep-registry-must-haves> (last accessed May 6,

with industry guidance, standards, and recommendations, that provides a safe sleep environment for infants to sleep on their backs.<sup>3</sup>



3. HALO knows that the safety of infants during sleep is paramount for parents due to the known risks of suffocation or Sudden Infant Death Syndrome (SIDS) and directly addresses those safety concerns through its Safe Sleep Marketing, advocating for putting babies to sleep on their backs to reduce the risks of injury or death, consistent with recommendations from the American Academy of Pediatrics (“AAP”)<sup>4</sup> and U.S. National Institute of Child Health and Human Development (NICHD).<sup>5</sup>

4. Contrary to Halo’s Safe Sleep Marketing campaign, and inconsistent with reasonable consumer expectations, as more fully described below in “*Plaintiff’s Expert*

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2024); see also HALO BassiNest Flex, WALMART.COM, <https://www.walmart.com/ip/HALO-BassiNest-Flex-Sleeper-0-5-months/881191673?adsRedirect=true> (promising “Flat sleep surface for baby” and “flat sleep surface, no incline”).

<sup>3</sup> BassiNest Flex, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791> (last accessed May 6, 2024).

<sup>4</sup> AAP, “Safe-Related Infant Deaths: Updated 2022 Recommendations for Reducing Infant Deaths in the Sleep Environment,” (June 21, 2022) [publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected](https://publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected) (last accessed May 6, 2024); See *Safe Sleep*, AAP.ORG, <https://www.aap.org/en/patient-care/safe-sleep/> (last accessed May 6, 2024).

<sup>5</sup> *What Does A Safe Sleep Environment Look Like?*, NIH.GOV, (August 2022) NIH Pub. No. 22-HD-5759, <https://safetosleep.nichd.nih.gov/resources/caregivers/environment/look> (last accessed May 6, 2024).

*Investigation and Identification of the Defect Preventing Babies From Safely Sleeping On Their Back.*” *infra* ¶¶ 85-114, the Flex contains an inadequate support structure with a cantilever design, which fails to hold and maintain an appropriately level or flat Sleeping Surface that is safe and consistent with the industry standards and guidance (the “Defect”).

5. A cantilever is a rigid structural element that extends horizontally and is supported at only one end, which has been recognized by the child products industry, including the United States Consumer Product Safety Commission (“CPSC”), as a problematic and dangerous design for infant sleep products.<sup>6</sup>

6. As a result of the Defect, which exists at the point of purchase and is known to Halo and unknown to consumers, the Flex is unable to conform to the promises and representations made by HALO through its HALO’s Safe Sleep Marketing, which includes uniform representations displayed on the Flex’s packaging, its own website, and the websites of authorized retailers, including but not limited to:

- a. “Safe sleep at home or on the go;”<sup>7</sup>
- b. “Makes safe close sleep easier;”<sup>8</sup>

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<sup>6</sup> CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, December 7, 2021, CPSC.gov, <https://www.cpsc.gov/s3fs-public/BassinetscantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS> (last accessed May 6, 2024) (Attached hereto as Exhibit A) (herein “December 2021 CPSC Staff Letter”).

<sup>7</sup> Displayed on the Flex’s packaging, *infra* ¶¶ 42-44, Amazon.com, Walmart.com, Target.com, and buybuyBABY.com. See <https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG?th=1> (promising “safer, closer sleep at home and on-the-go”); <https://www.walmart.com/ip/HALO-BassiNest-Flex-Sleeper-0-5-months/881191673?adsRedirect=true> (promising “safe sleep on-the-go”); <https://www.target.com/p/halo-bassinest-flex-portable-bassinet/-/A-91379726> (promising the same) [https://buybuybaby.com/products/halo-bassinest-flex-portable-sleeper-grey?\\_pos=3&\\_sid=f6b45038c&\\_ss=r](https://buybuybaby.com/products/halo-bassinest-flex-portable-sleeper-grey?_pos=3&_sid=f6b45038c&_ss=r) (similarly promising “safest, closest sleep either at-home or on-the-go”) (last accessed May 6, 2024).

<sup>8</sup> Displayed on the Flex’ packaging, *infra* ¶¶ 42-44, Halosleep.com, and Amazon.com. See <https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791> (promising “[c]lose, safe, sleep mase easier”); <https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG?th=1> (promising the same) (last accessed May 6, 2024).

- c. “Safe sleep space;”<sup>9</sup>
- d. “Flexible safe sleep solution;”<sup>10</sup>
- e. “Flat sleep surface for baby” and “flat sleep surface, no incline;”<sup>11</sup>
- f. “Safely sleep next to your baby without bedsharing;”<sup>12</sup>
- g. “You Asked, We Listened[.] BassiNest Flex includes the safe sleep features parents love, but in a portable design that’s half the weight of our original bassinet. Use BassiNest Flex around the house as a safe nap space, or take it on-the-go for travel;”<sup>13</sup>
- h. “EXTRA CLOSE SAFE SLEEP – The only bassiest that fits over your bed for the closest safe sleep;”<sup>14</sup>
- i. “Bassinest Flex portable bassinet is JPMA Certified, which means it meets the very highest standards for quality, safety, performance, and functionality;”<sup>15</sup> and
- j. “BassiNest Flex is perfectly safe for newborns to sleep in. Designed for the youngest babies (up to 5 months old or 20 lbs.), this breathable side sleeper bassinet helps parents room share, instead of bedshare, aligning with the American Academy of Pediatrics’ recommendation for the first 6 months.”<sup>16</sup>

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<sup>9</sup> Displayed on Halosleep.com, Amazon.com, Walmart.com, and Target.com. *See* Compl. ¶ 6 nn.7 and 8.

<sup>10</sup> Displayed on Halosleep.com, Walmart.com, and Target.com. *See id.*

<sup>11</sup> Displayed on Walmart.com. *See id.* n.7.

<sup>12</sup> Displayed on Halosleep.com and Walmart.com. *See id.* nn.7 and 8.

<sup>13</sup> Displayed on Halosleep.com. *See id.* n.8.

<sup>14</sup> Displayed on Amazon.com and Target.com (promising extra close sleep). *See id.* nn.7 and 8.

<sup>15</sup> Displayed on Halosleep.com. *See* hyperlink in note 7, and in a similar manner on the Flex’s packaging, *infra* ¶¶ 42-44, Target.com, and Walmart.com. *See* <https://www.target.com/p/halo-bassinest-flex-portable-bassinet/-/A-91379726> (promising “BassiNest is JPMA certified and independently tested to meet and/or exceed all U.S. Consumer Products Safety Commission safety standards”); <https://www.walmart.com/ip/HALO-BassiNest-Flex-Sleeper-0-5-months/881191673?adsRedirect=true> (promising the same) (last accessed May 6, 2024).

<sup>16</sup> Displayed on Halosleep.com. *See* Compl. ¶ 6 n.7.

7. In addition, HALO represents that the Flex can be safely used for infants, up until the infant is about 5 months old or weighs 20 pounds, when the Flex cannot maintain a firm, flat and level sleep surface for the duration of five months, or up to 20 pounds.

8. As an integral part of its Safe Sleep Marketing, HALO includes uniform visual representations throughout its marketing channels showing infants sleeping or resting safely on their backs in the Flex on a firm, flat, level sleep surface, with no tilt:



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<sup>17</sup> Displayed on the Flex’s packaging, *infra* ¶ 42, and on Amazon.com, Walmart.com, and buybuyBABY.com. *See id.*

<sup>18</sup> Displayed on Halosleep.com and Amazon.com, *See id.* nn. 7 and 8.

<sup>19</sup> Displayed on Halosleep.com, Amazon.com, Walmart.com, Target.com, and buybuyBABY.com. *See id.*





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9. HALO further reinforces its Safe Sleep Marketing by implementing a multi-channel brand marketing campaign, which includes its trademarked slogans, “The Safer Way To Sleep”<sup>22</sup> and “Back is Best,”<sup>23</sup> emphasizing its purported commitment to safe infant sleep.



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10. HALO’s “Back Is Best” slogan—which is a direct reference to expert recommendations to place infants on their backs to sleep—was trademarked in 2007 and has been prominently displayed on many of its products since at least 2009.

<sup>20</sup> Displayed on the Flex’s packaging, *infra* ¶ 40, on Amazon.com and buybuyBABY.com. *See id.* n.7.

<sup>21</sup> Displayed on Amazon.com. *See id.*

<sup>22</sup> THE SAFER WAY TO SLEEP, Registration No. 3302138, [https://tsdr.uspto.gov/#caseNumber=78875709&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=78875709&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) (last accessed May 6, 2024).

<sup>23</sup> BACK IS BEST, Registration No. 3518407, [https://tsdr.uspto.gov/#caseNumber=78892941&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=78892941&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) (last accessed May 6, 2024).

<sup>24</sup> *Halo Joins First Candle’s Safe Sleep Guardian Program*, FIRSTCANDLE, September 26, 2018 <https://firstcandle.org/halo-joins-safe-sleep-guardian-program/> (last accessed May 6, 2024).



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11. Additionally, HALO specifically instructs purchasers of the Flex to “[a]lways place your baby on their back for sleep,” and further, directs them that “once your baby shows signs of rolling over or pushing up, it’s time to move them out of BassiNest Flex.”<sup>26</sup>

12. As shown above, *supra* ¶ 8, HALO promises consumers that the Flex is capable of facilitating Back Is Best through its visual representations of infants sleeping safely on their backs in the Flex.

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

14. HALO knows that the safety of infants during sleep is paramount for parents due to the known risks of suffocation or SIDS and directly addresses those safety concerns through its “Back Is Best” campaign, advocating for putting babies to sleep on their backs to reduce the risks of SIDS and suffocation, consistent with recommendations from the AAP<sup>27</sup> and NICHD.<sup>28</sup>

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<sup>25</sup> *Swaddle Micro-fleece*, HALOSLEEP.COM, <https://www.halosleep.com/halo-sleepsack-swaddle-micro-fleece-blue-swad-mf-blue> (last accessed May 6, 2024).

<sup>26</sup> *BassiNest Flex Details*, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791> (last accessed May 6, 2024).

<sup>27</sup> AAP, “Safe-Related Infant Deaths: Updated 2022 Recommendations for Reducing Infant Deaths in the Sleep Environment,” (June 21, 2022) [publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected](https://publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected) (last accessed May 6, 2024); *See Safe Sleep*, AAP.ORG, <https://www.aap.org/en/patient-care/safe-sleep/> (last accessed May 6, 2024).

<sup>28</sup> *What Does A Safe Sleep Environment Look Like?*, NIH.GOV, (August 2022) NIH Pub. No. 22-HD-5759, <https://safetosleep.nichd.nih.gov/resources/caregivers/environment/look> (last accessed May 6, 2024).

15. In addition to being placed on their backs for sleep, the CPSC advises that “[t]he best place for an infant to sleep is on a firm, flat surface in a crib, bassinet or play yard,” (the “Firm/Flat Standard”).<sup>29</sup>

16. Further, the AAP’s Updated 2022 Recommendations for Reducing Infant Deaths in the Sleep Environment also advise parents to, “[u]se a firm, flat, noninclined sleep surface.”<sup>30</sup>

17. HALO is well aware of the Firm/Flat Standard for infant sleepers as demonstrated in its September 19, 2023, blog post recommending using a “Firm, Flat Crib Mattress” as shown below.<sup>31</sup>

### 3. Firm, Flat Crib Mattress

Once you’ve got the crib, make sure you also have a crib mattress that fits correctly and is adequately firm and flat (per AAP guidelines!) Avoid any inclined surfaces or sleepers as these aren’t safe for sleep.

18. Despite well-established industry guidance and standards regarding the Firm/Flat Standard and HALO’s Safe Sleep Marketing, which has misled reasonable consumers to believe that the Flex can provide a *safe* sleep environment with a *firm, flat, and level* Sleeping Surface that will not cause infants to prematurely roll from their backs (and includes its pervasive “Back is Best” campaign along with HALO’s specific instructions to place infants on their backs for sleep

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<sup>29</sup> CPSC Warns Consumers to Immediately Stop Using Chibebé Snuggle Pods Due to Suffocation Hazard; Violation of the Federal Ban on Infant Pillows, (April 18, 2024), CPSC Newsroom, <https://www.cpsc.gov/Newsroom/News-Releases/2024/CPSC-Warns-Consumers-to-Immediately-Stop-Using-Chibebé-Snuggle-Pods-Due-to-Suffocation-Hazard-Violation-of-the-Federal-Ban-on-Infant-Pillows-Sold-Exclusively-on-Chibebé-com> (last accessed May 6, 2024).

<sup>30</sup> AAP, “Safe-Related Infant Deaths: Updated 2022 Recommendations for Reducing Infant Deaths in the Sleep Environment,” (June 21, 2022) [publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected](https://publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected) (last accessed May 6, 2024).

<sup>31</sup> *BABY SLEEP: REGISTRY MUST HAVES*, HALOsleep.com, <https://www.halosleep.com/blog/post/baby-sleep-registry-must-haves> (last accessed May 6, 2024).



and stop using the Flex when they start to roll<sup>32</sup>), the defective nature of the Flex causes infants to roll from their backs before developmentally appropriate and makes following these requisite safety precautions impossible.

19. More than 100 consumers have reported the tilt (the “Tilt Hazard”) either directly to HALO or to its retailers, *see Consumer Complaints and HALO’s Knowledge of the Defect, infra* ¶¶ 128-138. Many purchasers have also complained of instances where their infants rolled from their backs to their sides and/or stomachs before developmentally appropriate.

20. As shown in the below images submitted by purchasers of the Flex, more of which are detailed below, the Flex’s Sleeping Surface is noticeably tilted when in use, causing infants to prematurely roll on to their sides or into the mesh, as a result of the Defect.



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<sup>32</sup> *BassiNest Flex Details*, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinest-bassinest-flex-4791> (last accessed May 6, 2024).

<sup>33</sup> *HALO BassiNest Flex*, AMAZON.COM, [https://www.amazon.com/gp/customer-reviews/R1BIDFODFQHNWV/ref=cm\\_cr\\_getr\\_d\\_rvw\\_ttl?ie=UTF8&ASIN=B09LFFZLRG](https://www.amazon.com/gp/customer-reviews/R1BIDFODFQHNWV/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B09LFFZLRG) (last accessed May 6, 2024).

<sup>34</sup> Consumer Report Number: 20231012-52248-2147344680, SaferProducts.gov, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4425260> (last accessed May 6, 2024).



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21. HALO’s responses to the myriad of consumer reports about the Defect and Tilt Hazard includes consistent promises that HALO “always puts safety first ... [and] review[s] information about [the] incident[s] and the [Flex] to ensure others do not have this same experience”<sup>36</sup> and that the Flex is “safe” and “meets all industry standards.”<sup>37</sup> Halo’s responses, which are direct denials of the Defect, create consumer confusion as to whether the Flex is indeed safe and suitable for infants sleeping on their backs as advertised.

22. Plaintiff’s consulting expert’s testing and investigation, as more fully described below, is consistent with these numerous consumer complaints, and reveals that the Flex’s cantilever support structure is unable to maintain an appropriately level or flat Sleeping Surface.

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<sup>35</sup> HALO BassiNest Flex, AMAZON.COM, [https://www.amazon.com/gp/customer-reviews/R1WX8ZM1ZLLFV3?ref=pf\\_vv\\_at\\_pdctrvw\\_srp](https://www.amazon.com/gp/customer-reviews/R1WX8ZM1ZLLFV3?ref=pf_vv_at_pdctrvw_srp) (last accessed May 6, 2024).

<sup>36</sup> Consumer Report Number: 20231012-52248-2147344680, SaferProducts.gov, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4425260> (last accessed May 6, 2024).

<sup>37</sup> Lauren Kirchner, “Some Ingenuity and Halo Bassinets Can Tilt Dangerously and Pose Risks to Infants,” Consumer Reports (January 25, 2024) <https://www.consumerreports.org/babies-kids/bassinets/ingenuity-and-halo-bassinets-tilt-dangerously-safety-risk-a8700348394/> (last accessed May 6, 2024).

Thus, the Flex fails to effectively and safely support an infant lying inside, contrary to HALO's Safe Sleep Marketing.

23. These findings are also consistent with those from testing performed by Consumer Reports ("CR"), an independent, nonprofit, and nonpartisan organization. CR's testing, attached hereto as Exhibit B (herein "January 2024 CR Letter") showed that, with the Flex, "the sleep surface ... tilted significantly when weight was added, supporting parent concerns reported on SaferProducts.gov and in online reviews."<sup>38</sup>

24. Halo is a sophisticated company that has been designing baby products for decades and knew or should have known that the Flex had, and continues to have, the Defect that leads to the Tilt Hazard and infants prematurely rolling and thus, is not fit for its intended purpose—a bassinet providing a safe place for infant sleep.

25. Despite receiving consumer complaints about the Defect for several years, HALO has failed to remedy the Defect or make any effort to redesign the Flex to conform to HALO's Safe Sleep Marketing, instead opting to inform consumers that it is working "ensure others do not have this same experience,"<sup>39</sup> an empty promise it has made to consumers to allay legitimate concerns. Moreover, HALO has consistently denied the existence of the Defect and has failed to disclose the Defect to Plaintiff and Class Members at the time of purchase or thereafter, and continued to market and advertise the Flex through its deceptive Safe Sleep Marketing.

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

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<sup>38</sup> January 25, 2024 Consumer Reports Associate Director of Product Safety, Ashita Kapoor Letter to the CPSC, <https://advocacy.consumerreports.org/wp-content/uploads/2024/01/CR-Letter-re-Cantilevered-Bassinets.pdf> (last accessed May 6, 2024) *see* Exhibit B).

<sup>39</sup> Consumer Report Number: 20231012-52248-2147344680, SaferProducts.gov, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4425260> (last accessed May 6, 2024).

27. Prior to purchasing the Flex, Plaintiff and other Class Members did not know that the Flex had the Defect that, contrary to HALO's Safe Sleep Marketing, would lead to the Tilt Hazard, and allow their infants to prematurely roll to their stomachs, their sides, and/or into the mesh wall. Consumers had no reason to know that the Safe Sleep Marketing was deceptive or misleading, and that the Flex may cause their babies to prematurely roll into a more dangerous sleeping position.

28. Upon information and belief, since at least November 9, 2021,<sup>40</sup> HALO has sold the Flex to thousands of consumers who reviewed and reasonably relied on HALO's Safe Sleep Marketing, which became part of the basis of their bargain with HALO.

29. The Flex is sold on HALO's website, HALOsleep.com, as well as major online authorized retailers' websites including Amazon.com, Walmart.com, Target.com, buybuyBABY.com, Dillards.com, Wayfair.com, and BabyList.com. The Flex is also sold in brick and mortar stores such as buybuyBABY, Walmart, Target, Pottery Barn Kids, Nordstrom, and Bloomingdales.

30. The base retail pricing of the Flex ranges from \$89.99 to \$99.99.<sup>41</sup> Due to HALO's Safe Sleep Marketing, Plaintiff and Class Members expected the Flex to have a level, firm, and flat Sleeping Surface and to be reliable, safe, and suitable for infants sleeping on their backs and paid the premium for those vital qualities.

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<sup>40</sup> *HALO BassiNest Flex*, AMAZON.COM, <https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG?th=1> (last accessed May 6, 2024).

<sup>41</sup> *BassiNest Flex*, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791> (last accessed May 6, 2024); see also *Halo Baby Flex BassiNest, Adjustable Travel Bassinet, Easy Folding, Lightweight with Mattress and Carrying Bag*, AMAZON.COM, <https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG> (last accessed May 6, 2024).

31. HALO is able to charge this premium price for the Flex due to its Safe Sleep Marketing, as HALO knows that safety and suitability for infant sleep is paramount for consumers (as compared to other qualities of the Flex, like its portability).

32. Every Flex suffers from the uniform Defect, which, unknown to consumers, but known to HALO, exists at the point of purchase and poses an unreasonable safety hazard to infants.

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

34. Given the nature of the product, studies have shown that consumers are willing to pay more for a baby product that is marketed as safe. For example, the latest market report conducted by Transparency Market Research, a business consulting firm, revealed that “[m]anufacturers of baby care products are focusing more on quality and innovation as parents are willing to pay more for high quality and safe baby care products. Furthermore, aggressive marketing strategies of companies through online and offline advertising, and various promotional activities are substantially driving the global baby care products market.”<sup>42</sup>

35. Plaintiff Bender and the putative Class put HALO on direct notice of their claims by letter dated November 22, 2023, and through the lawsuit *Marble, et al. v. Halo Innovations, Inc.*, 1:23-cv-11048 (S.D.N.Y.), filed on December 20, 2023 containing the same or similar claims.

### **PARTIES**

36. At all relevant times, Plaintiff Bender has resided in Sacramento County, California. Plaintiff Bender purchased the Flex around or about August 19, 2022 from Amazon.com for approximately \$96.01.

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<sup>42</sup> Baby Care Products Market Outlook 2031, [Transparencymarketresearch.com](https://www.transparencymarketresearch.com/baby-care-products-market.html), <https://www.transparencymarketresearch.com/baby-care-products-market.html> (last accessed May 6, 2024).



37. HALO is a corporation organized and existing under the laws of Minnesota and maintains a Principal Executive Office at 213 West 35<sup>th</sup> Street, Room 2E, New York, NY 10001. HALO manufactures, distributes, markets, and/or sells products throughout the United States, including this District, including but not limited to the Flex.

**JURISDICTION AND VENUE**

38. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (1) there are 100 or more putative Class Members; (2) the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs; and (3) there is diversity because Plaintiff Bender and HALO are citizens of different states.

39. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

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

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

**COMMON FACTUAL ALLEGATIONS**

**HALO's Deceptive and Misleading Safe Sleep Marketing**

**HALO's Uniform, Multi-Channel Safe Sleep Marketing.**

42. HALO's multi-channel Safe Sleep Marketing includes promises made directly to consumers about the Flex's safety and suitability for infants sleeping on their backs on the front label of the Flex's packaging. HALO's prominent label representations include statements such as "makes *safe* close sleep easier" and "*safe* sleep at home or on-the go," as demonstrated below, and include a visual representation of an infant sleeping on a flat, level surface in the Flex.



43. On the back label, HALO again promises that the Flex is for "safe sleep at home or on-the-go" and further represents that it is designed for "extra close, safe sleep."



44. Additionally, on the side label of the packaging HALO promises that the Flex “compl[ies] with safety requirements of ASTM F2194 and all other applicable regulations,” and is “tested to meet U.S. Federal ASTM and other safety requirements” as shown below.



45. HALO’s Safe Sleep Marketing is also displayed in an identical or near identical manner on HALO’s website, including promises that the Flex is a “flexible safe sleep solution” and “safe sleep space,” with “safe sleep features,” that makes “close, safe sleep made easier.”<sup>43</sup>

<sup>43</sup> HALO BassiNest Flex, HALOSLEEP.COM, <https://www.halosleep.com/safe-sleep-mission> (last accessed May 6, 2024).


HALO boldly promises that the Flex is a “perfectly safe for newborns to sleep in” and “thoroughly and independently tested to meet or exceed all US Consumer Products Safety Commission standards for bassinets .... JPMA Certified, which means it meets the very highest standards for quality, safety, performance, and functionality.”<sup>44</sup>

46. Further, HALO promises consumers that the Flex is suitable for infant back sleep by telling them to “[a]lways place your baby on their back for sleep” and instructs them to stop using the Flex “once your baby shows signs of rolling over or pushing up.”<sup>45</sup> This Safe Sleep Marketing is demonstrated below.

[DESCRIPTION](#)   [DETAILS](#)   [SHIPPING & RETURNS](#)   [FAQ](#)

Looking for a more flexible safe sleep solution? Meet BassiNest Flex™. Our lightweight bassinet can be easily moved around the house, so you always have a safe sleep space. Folds compactly for on-the-go, whether on vacation or visiting family.

\* \* \*



Close, safe sleep made easier

\* \* \*

**You Asked, We Listened**

BassiNest Flex includes the safe sleep features parents love, but in a portable design that's half the weight of our original bassinet. Use BassiNest Flex around the house as a safe nap space, or take it on-the-go for travel. Assembles quickly and stores compactly.

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<sup>44</sup> *Id.*

<sup>45</sup> *Id.*

\* \* \*

Can a newborn sleep in a travel bassinet?

BassiNest Flex is perfectly safe for newborns to sleep in. |

\* \* \*

Are portable bassinets safe? —

All HALO products are thoroughly and independently tested to meet or exceed all US Consumer Products Safety Commission standards for bassinets. Additionally, BassiNest Flex portable bassinet is JPMA Certified, which means it meets the very highest standards for quality, safety, performance, and functionality.

\* \* \*

**Safety Reminder:**

Discontinue use of this product when the infant begins to push up on hands and knees or has reached 20 lbs, whichever comes first.

Always place your baby on their back for sleep. Never use soft bedding such as loose blankets, bumpers, pillows, and positioners in the BassiNest. The American Academy of Pediatrics suggests the use of wearable blankets to keep your baby warm.

\* \* \*

Is it okay for Bassinest Flex to move a little when my baby is in it? —

You may notice some movement in the BassiNest Flex. This slight sway is normal and to be expected. Please reference the assembly manual or video for correct instruction. Additionally, once your baby shows signs of rolling over or pushing up, it's time to move them out of BassiNest Flex and into a crib.

47. HALO's Safe Sleep Marketing is also displayed in substantially similar, if not identical, fashion on the websites of HALO's authorized retailers, such that all Class Members are exposed to the uniform Safe Sleep Marketing representations. For example, Plaintiff Bender viewed and relied on HALO's Safe Sleep Marketing representations on Amazon.com before purchasing the Flex, which specifically includes promises of "EXTRA CLOSE SAFE SLEEP,"



“closest safe sleep,” “safe sleep space,” “safer, closer sleep at home and on-the-go,” “close, safe sleep made easier” and “safe sleep at home or on the go” as demonstrated below.<sup>46</sup>

**About this item**

- 🛏️ **EXTRA CLOSE SAFE SLEEP** – The only bassinet that fits over your bed for the closest safe sleep. Mesh walls for air flow and visibility
- ✨ **EASY LOWERING WALL** – Lets you scoop your baby up for quick feeds and cuddles in bed
- 😊 **LIGHTWEIGHT** – Move around the house for a safe sleep space in any room

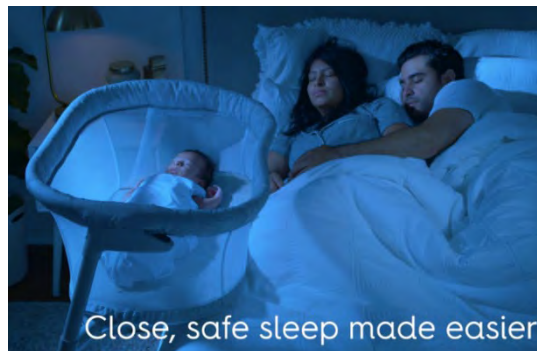
\* \* \*

**Product Description**

Safer, closer  
sleep at home  
and on-the-go



\* \* \*



\* \* \*

<sup>46</sup> HALO BassiNest Flex, AMAZON.COM, <https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG?th=1> (last accessed May 6, 2024).

48. HALO further displays its Safe Sleep Marketing on additional authorized retailers' websites including Target.com<sup>47</sup>, buybuyBABY.com,<sup>48</sup> and Walmart.com.<sup>49</sup> Notably, on Walmart.com, HALO specifically promises the Flex provides a "Flat sleep surface for baby" with "no incline" as shown below.<sup>50</sup>

Looking for a more flexible safe sleep solution? Meet HALO BassiNest Flex™. With a lightweight design, it can be easily moved around the house so you always have a safe sleep space. Folds compactly for safe sleep on-the-go, whether on vacation or visiting family. Flex features HALO's signature lowering wall, which makes it easy to access your babe without bending or twisting. Height-adjustable base fits most standard adult beds. Flat sleep surface for baby. Includes mattress pad. Sheets sold separately. BassiNest is JPMA certified and independently tested to meet and/or exceed all U.S. Consumer Products Safety Commission safety standards.

- Sleep safely next to your baby without bedsharing
- Fits over your bed for extra close sleep
- Lowering wall for easy access without bending or twisting
- Flat sleep surface, no incline

### **HALO Claims to Be the "Safe" Infant Sleep Brand and the "Safe Sleep Experts."**

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

<sup>47</sup> *HALO Bassinest Flex Portable Bassinet*, TARGET.COM, <https://www.target.com/p/halo-bassinest-flex-portable-bassinet/-/A-91379726> (promising "extra close sleep," "flexible safe sleep solution," "safe sleep space," "safe sleep on-the-go," and "JPMA certified and independently tested to meet and/or exceed all U.S. Consumer Products Safety Commission safety standards") (last accessed May 6, 2024).

<sup>48</sup> *HALO Baby Flex BassiNest in Grey*, BUYBUYBABY.COM, [https://buybuybaby.com/products/halo-bassinest-flex-portable-sleeper-grey?\\_pos=3&\\_sid=f6b45038c&\\_ss=r](https://buybuybaby.com/products/halo-bassinest-flex-portable-sleeper-grey?_pos=3&_sid=f6b45038c&_ss=r) (promising the "safest, closest sleep either at-home or on-the-go") (last accessed May 6, 2024).

<sup>49</sup> *Halo BassiNest Flex*; WALMART.COM, <https://www.walmart.com/ip/HALO-BassiNest-Flex-Sleeper-0-5-months/881191673?adsRedirect=true> (promising "Flat sleep surface for baby "flat sleep surface, no incline," "safe sleep space," "[b]rings your baby close, for safe sleep without bedsharing," and "JPMA certified and independently tested to meet and/or exceed all U.S. Consumer Products Safety Commission safety standards.") (last accessed May 6, 2024).

<sup>50</sup> *Id.*

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

51. Specifically, as part of its Safe Sleep Marketing campaign, HALO has grown to become the self-described “pioneer in making *safe* sleep easier.”<sup>51</sup>

52. HALO touts that ever since its founding, “HALO’s mission has been to create simple, innovative products that make safe sleep easier for you—and more comfortable for your baby.”<sup>52</sup>

53. HALO currently owns top-selling lines of swaddles, wearable blankets, and bassinets, and claims the title of “industry leader in the bassinet category.”<sup>53</sup>

54. HALO goes as far as to assert that it “passionately wear[s] the title of ‘Safe Sleep Experts’ and continue[s] to forge the way for parents to take the guesswork out of safer, better sleep.”<sup>54</sup>

55. HALO consistently represents to consumers that it “develop[s] and market[s] consumer products that aim to provide a healthy and safe sleep environment.”<sup>55</sup> HALO’s “Our Story” page on its website proudly proclaims “[s]afe sleep is our passion.”<sup>56</sup>

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<sup>51</sup> *Safe, Close Sleep for Babies Made Easier with the New and Enhanced HALO® BassiNest®*, PRNEWswire.COM, (January 28, 2020), <https://www.prnewswire.com/news-releases/safe-close-sleep-for-babies-made-easier-with-the-new-and-enhanced-halo-bassinest-300994513.html> (last accessed May 6, 2024).

<sup>52</sup> *Our Story*, HALOSLEEP.COM, <https://www.halosleep.com/our-story> (last accessed May 6, 2024).

<sup>53</sup> *Safe, Close Sleep for Babies Made Easier with the New and Enhanced HALO® BassiNest®*, PRNEWswire.COM, (January 28, 2020).

<sup>54</sup> *Safe Sleep Mission*, HALOSLEEP.COM, <https://www.halosleep.com/safe-sleep-mission> (last accessed May 6, 2024).

<sup>55</sup> *HALO Innovations*, CBINSIGHTS.COM, Available at: <https://app.cbinsights.com/profiles/c/mXQz/overview> (last accessed May 6, 2024).

<sup>56</sup> *Our Story*, HALOSLEEP.COM, <https://www.halosleep.com/our-story> (last accessed May 6, 2024).

56. HALO specifically assures consumers that its “growing line of products are thoughtfully developed and diligently tested to help babies sleep safely from birth through toddlerhood.”<sup>57</sup>

57. In an interview in 2020, HALO’s Director of Product Management, Amy Goldsmith, stated that “HALO has been committed to ... developing innovative, safe sleep products that help set up parents for success from the very beginning.”<sup>58</sup>

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

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

60. According to Buzzfile, HALO is estimated to generate \$33.0 million in annual revenue.<sup>59</sup>

**HALO’s Safe Sleep Marketing Confirms that Back is Indisputably Best for Safe Infant Sleep, but the Flex Cannot Conform to this Promise.**

61. HALO is keenly aware of the fact that safe sleep is a top priority for parents and has publicly acknowledged many times over that infants should sleep on their backs to reduce the risk of SIDS.<sup>60</sup>

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<sup>57</sup> *Id.*

<sup>58</sup> *Safe, Close Sleep for Babies Made Easier with the New and Enhanced HALO® BassiNest®*, PRNEWswire.COM, (January 28, 2020), <https://www.prnewswire.com/news-releases/safe-close-sleep-for-babies-made-easier-with-the-new-and-enhanced-halo-bassinest-300994513.html> (last accessed May 6, 2024).

<sup>59</sup> Halo Innovations, Inc., BUZZFILE.COM, <https://www.buzzfile.com/business/Halo-Sleep-Systems-720-880-8865> (last accessed May 6, 2024).

<sup>60</sup> *BassiNest Flex Details*, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinest-bassinest-flex-4791> (last accessed May 6, 2024); *see also Recognizing Safe Sleep And SIDS Awareness Month*, HALOSLEEP BLOG, <https://www.halosleep.com/blog/post/recognizing-safe-sleep-and-sids-awareness-month> (last accessed May 6, 2024).

62. HALO's trademarked slogan, "Back Is Best," is proudly displayed on the front of many of its products, as are pictures of infants sleeping safely on their backs.<sup>61</sup>



62



63

63. On May 2, 2023, HALO posted the below statement in a blog post titled "The ABCs of Safe Sleep for Babies," which explains the importance of Back Is Best and specifically states that it is the "number one safe sleep recommendation."<sup>64</sup>

### Back

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

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

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

64. HALO posted a blog post on April 2023 specifically about safely using bassinets titled "Newborn Bassinet Safety Tips," and states "[s]afety guidelines such as placing the baby on

<sup>61</sup> *Swaddle Micro-fleece*, HALOSLEEP.COM, <https://www.halosleep.com/halo-sleepsack-swaddle-micro-fleece-blue-swad-mf-blue> (last accessed May 6, 2024).

<sup>62</sup> *Swaddle Micro-fleece*, HALOSLEEP.COM, <https://www.halosleep.com/halo-sleepsack-swaddle-micro-fleece-blue-swad-mf-blue> (last accessed May 6, 2024).

<sup>63</sup> Displayed on Amazon.com. See Compl. ¶ 6 nn. 7 and 8.

<sup>64</sup> *ABCs of Safe Sleep for Babies*, HALOSLEEP BLOG <https://www.halosleep.com/blog/post/ABCs-of-Safe-Sleep-for-Babies> (last accessed May 6, 2024).



their back to sleep ... can reduce the risk of sudden infant death syndrome (SIDS) and other injuries.”<sup>65</sup>

65. HALO even instructs purchasers on the Flex’s product page to “[a]lways place your baby on their back for sleep” and “once your baby shows signs of rolling over or pushing up, it’s time to move them out of BassiNest Flex.”<sup>66</sup>

66. The Instruction Manual of the Flex also states “[t]o reduce the risk of SIDS, pediatricians recommend healthy infants be placed on their backs to sleep unless otherwise advised by your physician.”<sup>67</sup>

67. Contrary to Halo’s promises to consumers, the Defect in the Flex creates a risk that infants will prematurely roll from their backs, which is inconsistent with HALO’s Safe Sleep Marketing, as well as industry standards, guidance and recommendations.

68. Per the recommendation of the CPSC, AAP, NICHD, and the U.S. Surgeon General, infants should be put to sleep on their backs as opposed to their stomachs or sides.

69. Specifically, the CPSC instructs parents to “[a]lways place the baby to sleep on their back to reduce the risk of sudden unexpected infant death syndrome (SUID/SIDS) and suffocation.”<sup>68</sup>

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<sup>65</sup> *Newborn Bassinet Safety Tips*, HALOSLEEP BLOG <https://www.halosleep.com/blog/post/newborn-bassinet-safety> (last accessed May 6, 2024).

<sup>66</sup> *BassiNest Flex Details*, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791> (last accessed May 6, 2024).

<sup>67</sup> HALO BassiNest Flex Instruction Manuel, July 28, 2011, Available at: [https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual\\_JP\\_MA.pdf](https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JP_MA.pdf) (last accessed May 6, 2024).

<sup>68</sup> *CPSC Urges Parents/Caregivers to Use Products that Are Safe for Sleep; Check Baby’s Sleep Space for Suffocation Hazards; Most Nursery Product-Related Infant Deaths Can Be Prevented*, CPSC newsroom, (Sept. 15, 2022) <https://www.cpsc.gov/Newsroom/News-Releases/2022/CPSC-Urges-Parents-Caregivers-to-Use-Products-that-Are-Safe-for-Sleep-Check-Babys-Sleep-Space-for-Suffocation-Hazards-Most-Nursery-Product-Related-Infant-Deaths-Can-Be-Prevented> (last accessed May 6, 2024).

70. In 1992, the AAP issued the recommendation that babies should sleep on their backs or sides to reduce the risk of SIDS.<sup>69</sup> Specifically, the AAP stated that “[b]ased on careful evaluation of existing data indicating an association between [SIDS] and prone [front] sleeping position for infants, the Academy recommends that healthy infants, when being put down for sleep, be positioned on their side or back.”<sup>70</sup>

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

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

73. The Academy of Pediatrics’ (“AAP”) updated 2022 Recommendations for Reducing Infant Deaths in the Sleep Environment advise “[t]o reduce the risk of sleep-related death, it is recommended that infants be placed for sleep in a supine (back) position for every sleep by every caregiver until the child reaches 1 year of age. Side sleeping is not safe and is not advised.”<sup>73</sup>

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<sup>69</sup> AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME, *Positioning and SIDS* 89 Pediatrics 6 (1992), <https://publications.aap.org/pediatrics/article-abstract/89/6/1120/57959/Positioning-and-SIDS?redirectedFrom=fulltext> (last accessed November 13, 2023).

<sup>70</sup> *Id.*

<sup>71</sup> *Key Moments in Safe to Sleep® History: 1994–2003*, NATIONAL INSTITUTES OF HEALTH, <https://safetosleep.nichd.nih.gov/safesleepbasics/moments/1994-2003> (last accessed May 6, 2024).

<sup>72</sup> *Id.*

<sup>73</sup> AAP, “Safe-Related Infant Deaths: Updated 2022 Recommendations for Reducing Infant Deaths in the Sleep Environment,” (June 21, 2022)

74. The AAP, CPSC, NICHD and U.S. Surgeon General have made these recommendations because studies show that the risk of SIDS increases when infants sleep facing downward in a prone position.<sup>74</sup>

75. In addition to placing babies on their backs to sleep, the CPSC and AAP recommend that bassinets conform to the Firm/Flat Standard so that infants can effectively *remain* on their backs and not roll to their sides or fronts until developmentally appropriate.<sup>75</sup>

76. Like the CPSC and AAP, NICHD also recommends that parents and caregivers can “reduce [their] baby’s risk for Sudden Infant Death Syndrome (SIDS) and other sleep-related deaths, such as from accidental suffocation” by using a “firm, flat, and level” sleep surface.<sup>76</sup>

77. Moreover, the Center for Disease Control (“CDC”) recommends that parents and caregivers “[u]se a firm, flat (not at an angle or inclined) sleep surface.”<sup>77</sup>

78. John Hopkins Medicine also instructs parents that “[b]abies should sleep on a firm, flat surface. Don’t use one that is at an angle or inclined” and “Your baby should sleep on a firm, flat mattress or firm surface with no slant.”<sup>78</sup>

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publications.aap.org/pediatrics/article/150/1/e2022057990/188304/Sleep-Related-Infant-Deaths-Updated2022?autologincheck=redirected (last accessed May 6, 2024); *See Safe Sleep, AAP.ORG*, <https://www.aap.org/en/patient-care/safe-sleep/> (last accessed May 6, 2024).

<sup>74</sup> Mitchell EA, et al. *Changing Infants' Sleep Position Increases Risk of Sudden Infant Death Syndrome. New Zealand Cot Death Study*. Arch. Pediatr. Adolesc. Med., 153(11):1136-41. (1999), <https://pubmed.ncbi.nlm.nih.gov/10555714/> (last accessed May 6, 2024).

<sup>75</sup> *See supra* ¶¶ 15-16. *See also CPSC Approves Rules Implementing Bans on Inclined Sleepers for Infants and Crib Bumpers Rules Aim to Save Lives and Result in a Safer Marketplace for Parents and Babies*, (August 7, 2023) <https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-Approves-Rules-Implementing-Bans-on-Inclined-Sleepers-for-Infants-and-Crib-Bumpers> (last accessed May 6, 2024).

<sup>76</sup> *What Does A Safe Sleep Environment Look Like?*, NIH.GOV, (August 2022) NIH Pub. No. 22-HD-5759, <https://safetosleep.nichd.nih.gov/resources/caregivers/environment/look> (last accessed May 6, 2024).

<sup>77</sup> *Parents and Caregivers, Sudden Unexpected Infant Death and Sudden Infant Death Syndrome*, CDC.GOV, <https://www.cdc.gov/sids/parents-caregivers.htm> (last accessed May 6, 2024).

<sup>78</sup> *Infant Safe Sleep*, John Hopkins Medicine, <https://www.hopkinsmedicine.org/health/wellness-and-prevention/infant-safe-sleep> (last accessed May 6, 2024).

79. Further, the CPSC's Bassinet Project Manager proposed to the Subcommittee Chairman for ASTM Bassinets and Cradles that all bassinets including cantilever bassinets should have "a maximum lateral angle of 0 degrees, with a tolerance not to exceed 1 degree."<sup>79</sup>

80. HALO is well aware of the Firm/Flat Standard for infant sleepers as demonstrated in its September 19, 2023, blog post shown below.<sup>80</sup>

### 3. Firm, Flat Crib Mattress

Once you've got the crib, make sure you also have a crib mattress that fits correctly and is adequately firm and flat (per AAP guidelines!) Avoid any inclined surfaces or sleepers as these aren't safe for sleep.

81. As noted above, *supra* ¶¶ 6 and 48, HALO even promises consumers that the Flex provides a "Flat sleep surface for baby" with "no incline" on Walmart.com.<sup>81</sup>

82. HALO has made these promises through its Safe Sleep Marketing because when babies sleep on their stomachs, their mouths and noses are more likely to be obstructed by the Sleeping Surface and soft materials in the sleeping environment that can conform to their faces.<sup>82</sup> This can obstruct breathing through the mouth and nose or force the infant's head into a position

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<sup>79</sup> Letter from CPSC Bassinet Project Manager, Celestine T. Kish, to Task Group Lead Bassinets Elevated Surfaces, Jennifer King, and Subcommittee Chairman for ASTM Bassinets and Cradles, Scott Lewis, April 27, 2023 (online at: [https://www.cpsc.gov/s3fs-public/CPSC-Staff-Letter-to-ASTM-F15-18-Bassinet-Elevated-Surfaces-042723.pdf?VersionId=ar8L0bx5RMOYR75gUe8SRCxg4\\_iL8xnE](https://www.cpsc.gov/s3fs-public/CPSC-Staff-Letter-to-ASTM-F15-18-Bassinet-Elevated-Surfaces-042723.pdf?VersionId=ar8L0bx5RMOYR75gUe8SRCxg4_iL8xnE) (last accessed May 6, 2024).

<sup>80</sup> *BABY SLEEP: REGISTRY MUST HAVES*, HALOsleep.com, <https://www.halosleep.com/blog/post/baby-sleep-registry-must-haves> (last accessed May 6, 2024).

<sup>81</sup> *Halo BassiNest Flex*; WALMART.COM, <https://www.walmart.com/ip/HALO-BassiNest-Flex-Sleeper-0-5-months/881191673?adsRedirect=true> (last accessed May 6, 2024)

<sup>82</sup> *Id.*

that restricts air flow through the esophagus.<sup>83</sup> See the below image demonstrating the dangers of tummy sleeping from the Safe Sleep page on Everybabyto1.org.<sup>84</sup>

## Place Babies on their Backs to Sleep.



83. Approximately 3,500 sleep-related infant deaths occur annually in the United States.<sup>85</sup> In 2020, there were about 1,389 deaths due to SIDS, about 1,062 deaths due to unknown causes, and about 905 deaths due to accidental suffocation and strangulation in bed.<sup>86</sup>

84. HALO knew or should have known of the risks of designing, manufacturing, marketing, distributing and selling the Flex with the Defect, which does not provide a firm, flat, level Sleeping Surface, and which may cause infants to prematurely roll from their backs before developmentally appropriate. Nonetheless, HALO failed to remedy the Defect or make any effort to redesign the Flex to conform to HALO's Safe Sleep Marketing. Moreover, HALO has consistently denied the existence of the Defect, promised consumers that the HALO complies with

<sup>83</sup> Moon, Rachel Y. et al, AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME. *SIDS and Other Sleep-Related Infant Deaths: Updated 2016 Recommendations for a Safe Infant Sleeping Environment*, 138 Pediatrics 5 (2016), <https://publications.aap.org/pediatrics/article/138/5/e20162938/60309/SIDS-and-Other-Sleep-Related-Infant-Deaths-Updated?autologincheck=redirected> (last accessed May 6, 2024).

<sup>84</sup> Safe Sleep, EVERYBABYTO1.ORG, [https://www.everybabyto1.org/wp-content/uploads/2021/07/ENGLISH\\_EB1\\_SafeSleep\\_AatomicalDiagram-2021-rgb-01-1024x522.jpg](https://www.everybabyto1.org/wp-content/uploads/2021/07/ENGLISH_EB1_SafeSleep_AatomicalDiagram-2021-rgb-01-1024x522.jpg) (last accessed May 6, 2024).

<sup>85</sup> Moon, Rachel Y. et al, AAP TASK FORCE ON SUDDEN INFANT DEATH SYNDROME. *SIDS and Other Sleep-Related Infant Deaths: Updated 2016 Recommendations for a Safe Infant Sleeping Environment*, 138 Pediatrics 5 (2016).

<sup>86</sup> *Id.*



industry standards, guidance and recommendations (which is a firm, flat, level sleep surface), and has failed to disclose the Defect to Plaintiff and Class Members at the time of purchase or thereafter, and continued to market and advertise the Flex through its deceptive Safe Sleep Marketing.

**Plaintiff's Expert Investigation and Identification of the Defect  
Preventing Babies from Safely Sleeping on Their Backs**

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

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

87. Specifically, in addition to several other tests, measurements, and inspections, Plaintiff's consulting expert conducted deflection testing (otherwise known as tilt testing) on the Sleeping Surface that established a relationship between the tilt of the surface and the use of the Flex.

88. The resulting measurements from the investigation confirmed what numerous consumer complaints had claimed, in that the Sleeping Surface fails to remain appropriately level or flat and the deflection or tilt is unreasonably dangerous. This deflection creates a hazardous condition for infants that facilitates premature back to front and/or back to side rolling. The deflection also causes infants to slide across the Sleeping Surface toward the sidewall. In other words, infants are effectively pushed down the tilted surface by the force of gravity and as a result,

can and have ended up with their faces pressed into the side wall, into the crevasse between the side wall and the mattress pad, or into the Sleeping Surface.

89. Thus, the testing and investigation demonstrated that the Flex is unable to provide an appropriately level or flat and safe Sleeping Surface for infants and does not and cannot comply with applicable safety standards, namely the AAP and the National Institutes for Health's recommendation that infants be put to sleep on their backs on Sleeping Surfaces that are firm and flat.<sup>87</sup>

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

91. The testing and results demonstrating the Flex's Defect performed by Plaintiff's consulting expert were peer reviewed and published by the American Society of Mechanical Engineers and presented at the ASME 2023 International Design Engineering Technical Conferences and Computers and Information in Engineering Conference (IDETC/CIE2023) in Boston, Massachusetts.<sup>88</sup>

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<sup>87</sup> Moon, et al., *Evidence Base for 2022 Updated Recommendations for a Safe Infant Sleeping Environment to Reduce the Risk of Sleep-Related Infant Deaths*, AM. ACAD. OF PEDIATRICS, at 12 (July 2022), <https://publications.aap.org/pediatrics/article/150/1/e2022057991/188305/Evidence-Base-for-2022-Updated-Recommendations-for?autologincheck=redirected> (last accessed May 6, 2024); *see also What Does A Safe Sleep Environment Look Like?* U.S. Dept. of Health and Human Services, National Institute of Health, (August 2022) NIH Pub. No. 22-HD-5759; *see also Tips for Keeping Infants Safe During Sleep From the American Academy of Pediatrics*, NEWS ROOM, AAP.ORG, (February 19, 2020); *What Does A Safe Sleep Environment Look Like?* U.S. Dept. of Health and Human Services, National Institutes of Health, (August 2022) NIH Pub. No. 22-HD-5759.

<sup>88</sup> William Singhose, et al., *Use of Data-Mined Customer Reviews to Inform Design Evaluation and Testing of Bassinets*, Paper No: DETC2023-116912, V006T06A02, ASME, <https://asmedigitalcollection.asme.org/IDETC-CIE/proceedings-abstract/IDETC-CIE2023/87349/V006T06A022/1170655> (last accessed May 6, 2024).

**The Flex Has a Defective Support Structure, which is Known to Halo and Unknown to Consumers at the Time of Purchase.**

92. The Flex has a cantilever design in which its Sleeping Surface is supported at only one side of the Flex, resulting in the other side of the Sleeping Surface hovering and tilting without additional support underneath. Specifically, the cantilever design consists of only two support legs (“Legs”) affixed to the edge of one side of the Sleeping Surface. The two Legs are not connected to each other below the Sleeping Surface, and the Flex does not have any additional support in the middle or the other side.

93. This cantilever design is intended to carry the entire load.<sup>89</sup> However, the Flex’s cantilever support structure does not sustain an appropriately level and flat Sleeping Surface safe for infant use. Instead, the cantilever design results in a dangerously tilted Sleeping Surface.

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

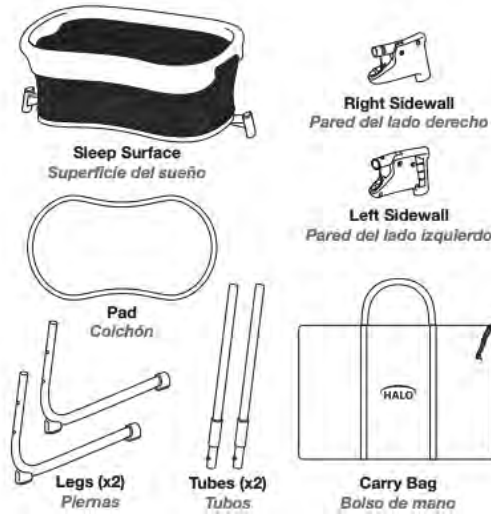


95. The image from the Instruction Manual below depicts all the parts of the Flex.<sup>90</sup>

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<sup>89</sup> As noted above, the Product is designed for infants up to 5 months old or weighing 20 pounds.

<sup>90</sup> HALO BassiNest Flex Instruction Manual, July 28, 2011, [https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual\\_JP\\_MA.pdf](https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JP_MA.pdf) (last accessed May 6, 2024).



96. The Sleeping Surface is preassembled, covered in fabric with mesh walls on all sides,<sup>91</sup> and has a particle board base.

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

98. The left side wall and right side wall are connected to the Sleeping Surface by inserting the rear and front rails of the Sleeping Surface into the openings on either end of the side wall until they click. See the images below from HALO’s YouTube assembly instructions video for the Flex.<sup>92</sup>



<sup>91</sup> *BassiNest Flex*, FAQ, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinest-bassinest-flex-4791> (last accessed May 6, 2024).

<sup>92</sup> Assembly Instructions: HALO, YOUTUBE.COM, <https://www.youtube.com/watch?v=SOiraZcxNAQ> (last accessed May 6, 2024).

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

100. The Legs are further designed to be affixed to the Sleeping Surface by inserting the top of the tube into the third opening on the bottom of the side wall until it clicks.<sup>93</sup> See the images below from HALO's YouTube assembly instructions video for the Flex.<sup>94</sup>



101. Collectively, when assembled, these parts create the cantilevered configuration depicted in paragraph 94.

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

103. This improperly-tilted surface of the Flex is primarily due to the flexibly-supported cantilevered design, which causes inadequate support strength on the unsupported side and has notably been recognized by the child products industry, including the CPSC, as problematic and potentially dangerous.<sup>95</sup>

<sup>93</sup> *Id.*

<sup>94</sup> *Id.*

<sup>95</sup> CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, CPSC.gov, <https://www.cpsc.gov/s3fs-public/BassinetscantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS> (last accessed May 6, 2024).



104. Cantilever-designed bassinets are so dangerous that in 2021, the CPSC formed a task group to review the multiple incidents “in which infants reportedly rolled into the side of the product, or into a prone position.”<sup>96</sup>

105. Despite known safety concerns about cantilever-designed bassinets, HALO still chose to design the Flex with a cantilevered Sleeping Surface. *See supra* at 4-5.

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

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

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

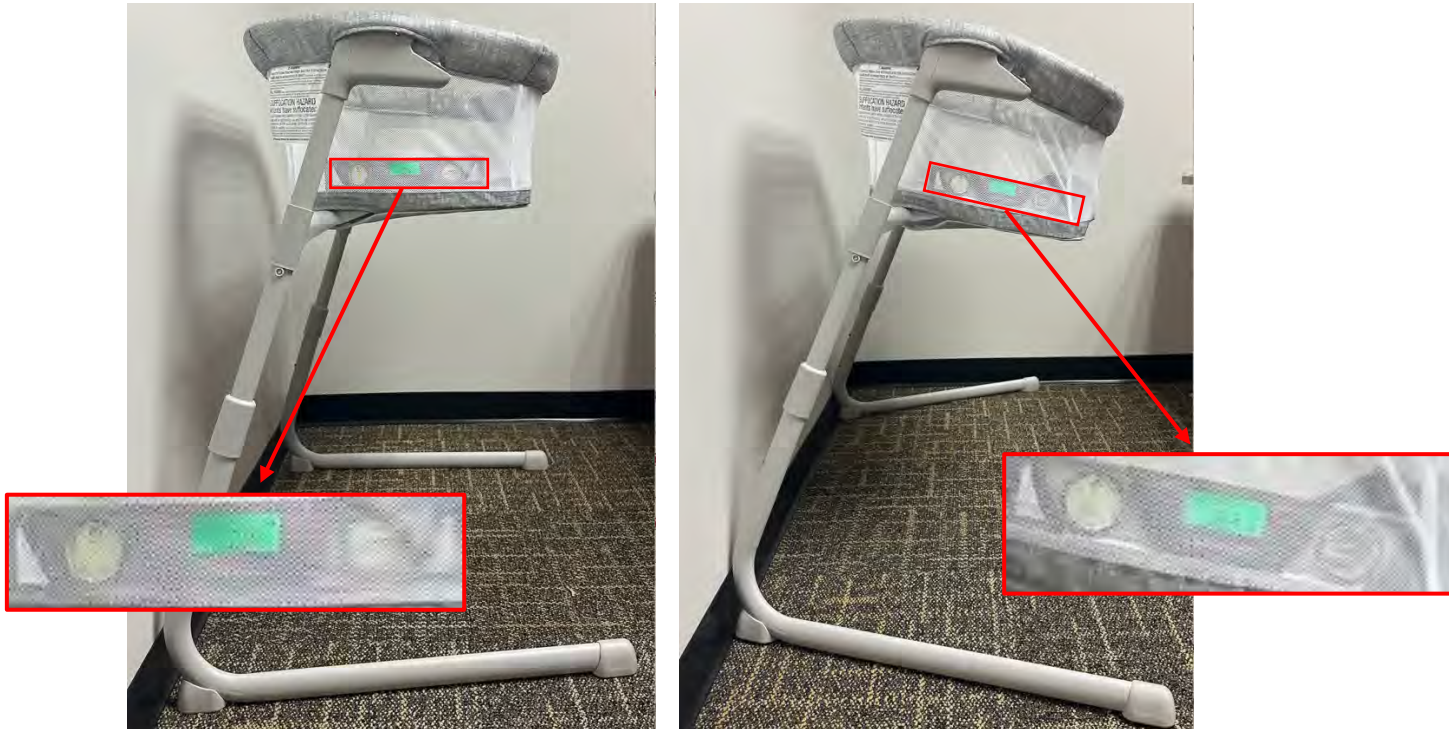
109. The photographs below from Plaintiff’s consulting expert’s testing and investigation demonstrate how the Flex’s Defect and design elements manifest in the Tilt Hazard.<sup>97</sup>

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<sup>96</sup> <https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS> (last accessed May 6, 2024).

<sup>97</sup> Additional materials demonstrating the findings of Plaintiff’s consulting experts’ testing and investigation are attached hereto as Exhibit C to this Class Action Complaint. These materials further show how the deflection angle of the Sleeping Surface steadily increases with the leg separation distance.

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

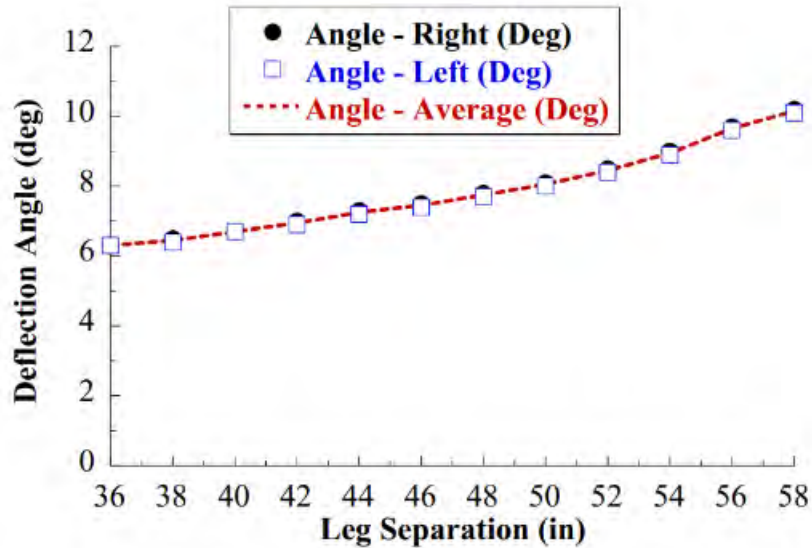


110. In addition to the testing conducted with a 20-pound weight, Plaintiff's consulting expert also performed confirmatory testing of the Sleeping Surface deflection using a CAMI II doll, which is similarly used to simulate the mass properties of an infant that is approximately 6 months old. The doll weighs just over 17 pounds and is pictured below:



111. The testing with the CAMI II doll likewise confirmed the results of the weighted testing and demonstrated that the Flex deflects excessively during its intended use and is dangerously defective.

112. Specifically, the Sleeping Surface deflected up to 10.15 degrees when the 17-pound CAMI doll was placed in the Flex in a similar configuration as described *supra* ¶ 109, with its legs separated and the side wall unlatched. See the image below demonstrating these test results.



**FIGURE 8: DEFLECTION V. LEG SEPARATION - UNLATCHED SIDE WALL.**

113. Both weighted and CAMI doll testing reveal that the Flex's Defect causes the Sleeping Surface to tilt above 10 degrees during normal and intended use, which is not flat and thus, not safe nor suitable for infants sleeping on their backs.

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

**CPSC's Investigation and Independent Third-Party Testing**

115. Plaintiff's expert's testing is consistent with concerns from the CPSC regarding cantilever bassinets, as well as testing performed by Consumer Reports, an independent, nonprofit, and nonpartisan organization.

116. On January 25, 2024, CR sent the CPSC a letter regarding its testing and investigation of the Flex (as well as another cantilever bassinet), which showed that, with the Flex,

“the sleep surface ... tilted significantly when weight was added, supporting parent concerns reported on SaferProducts.gov [CPSC’s website] and in online reviews.”<sup>98</sup> *See* Exhibit B.

117. On the same day, CR published an article, (herein January 2024 CR Article), attached hereto as Exhibit D<sup>99</sup> and a press release, (herein January 2024 CR Press Release”) attached hereto as Exhibit E<sup>100</sup> regarding this testing and investigation. As CR reported, cantilevered “bassinet can tilt and create unsafe infant sleep environments that are in direct conflict with expert medical guidance, putting babies at risk of rolling to the side of the bassinet or onto their stomach.”<sup>101</sup> Policy counsel for CR, Oriene Shin, further stated that “A safe sleep environment for babies is nonnegotiable...It’s terrifying to think that these bassinets have been putting babies at risk for years with little action. Companies have a responsibility to address serious design issues as soon as they are reported—before it’s too late.”<sup>102</sup> CR further stated:

While many of the babies for which these bassinets are intended cannot roll over on their own, the design of these bassinets can cause them to roll over anyway and press their faces against the mattress, the bassinet’s side wall, or the edge where the wall meets the mattress, risking suffocation. According to reports from parents and caregivers in online reviews and incident reports to the CPSC, the [Halo] bassinet[] make[s] it difficult for babies *not* to roll over while they sleep because the bassinets will not stay level.<sup>103</sup>

118. In the accompanying January 2024 CR Article, CR stated that the Flex is raising concerns among parents and regulators because it “won’t stay level, causing babies to end up in

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<sup>98</sup> January 2024 CR Letter. *See* Exhibit B.

<sup>99</sup> Lauren Kirchner, “Some Ingenuity and Halo Bassinets Can Tilt Dangerously and Pose Risks to Infants,” *Consumer Reports* (January 25, 2024) <https://www.consumerreports.org/babies-kids/bassinets/ingenuity-and-halo-bassinets-tilt-dangerously-safety-risk-a8700348394/> (last accessed May 6, 2024). *See* Exhibit D.

<sup>100</sup> Lauren Kirchner, “Consumer Reports Urges Recall of Ingenuity and Halo Bassinets Linked to Baby Suffocation Risks” *Consumer Reports*, Press Release, (January 25, 2024) [https://advocacy.consumerreports.org/press\\_release/consumer-reports-urges-recall-of-ingenuity-and-halo-bassinets-linked-to-baby-suffocation-risks/](https://advocacy.consumerreports.org/press_release/consumer-reports-urges-recall-of-ingenuity-and-halo-bassinets-linked-to-baby-suffocation-risks/) (last accessed May 6, 2024). *See* Exhibit E.

<sup>101</sup> *Id.*

<sup>102</sup> *Id.*

<sup>103</sup> *Id.*



potentially dangerous, even deadly, positions... According to accounts from numerous online reviews and complaints to the Consumer Product Safety Commission, these two bassinets lack stability, which can cause babies to roll into the sides of the bassinets, or even onto their stomachs, posing a risk of suffocation.”<sup>104</sup>

119. CR confirmed that “According to safe sleep infant guidance from the American Academy of Pediatrics, babies should sleep on their back on a firm, flat surface.”<sup>105</sup> However, the Flex is incapable of complying with this guidance because “[a]ccording to online reviews and incident reports from parents and caregivers, the bassinets make it difficult for babies to *not* roll over while they sleep. Once they’ve rolled onto their side against a wall or onto their stomach, they can then get trapped in a potentially unsafe sleeping position.”<sup>106</sup>

120. “After seeing the CPSC incident reports and negative online reviews, CR’s product safety testers assessed the bassinets in the lab with a level. They substantiated the parents’ claims, noting a concerning tilt to both bassinets when a weight was placed inside.”<sup>107</sup> These findings are consistent with Plaintiff’s expert’s testing described above.

121. CR confirmed that “[t]he CPSC’s position on bassinets is that they should be completely flat, with an incline of 0 degrees (with room for error not to exceed 1 degree), according to communication that agency staff had last year with a safety-standards group for bassinets.”<sup>108</sup>

122. When asked for comment about CR’s findings and investigation, HALO’s senior vice president of brand marketing and e-commerce, Kristy Burns, told CR that “[w]hen consumers contact our customer support team, we work closely with them to ensure the product is assembled

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<sup>104</sup> See Exhibit D.

<sup>105</sup> *Id.*

<sup>106</sup> *Id.*

<sup>107</sup> *Id.*

<sup>108</sup> *Id.*; see also Exhibit B.

correctly and safely, and if there are issues that can't be resolved, replacements are sent.”<sup>109</sup> Despite the alarming amount of reports HALO has received, Ms. Burns doubled-down on HALO's Safe Sleep Marketing and stated that “The Halo BassiNest Flex product is safe when used in accordance with its warnings and instructions’ and that it meets all industry standards and that the company is not aware of any fatalities or injuries associated with it.”<sup>110</sup>

123. CR's testing and investigation follows serious safety concerns within the industry regarding bassinets with cantilever designs due to reports of infant rolling since at least 2016. In the December 2021 CPSC Staff Letter, CPSC staff wrote to the ASTM Subcommittee Chair for Bassinets reporting “incidents involving bassinets with a cantilever design, in which infants reportedly rolled into the side of the product, or into a prone position” occurring from 2016 to the present and including at least four deaths from 2019 to present.<sup>111</sup>

124. CPSC Staff members further reported that these “incidents suggest that the sleep surface may tilt and cause an infant, during normal sleep movements, to roll from a supine to a side-lying position into the side of the product, or into a prone position, earlier than developmentally expected.”<sup>112</sup> Additionally, it was reported that “Bassinets with cantilever designs may allow flexibility in the sleep area.”<sup>113</sup> Staff observed that cantilevered bassinets “can move and bounce in a manner that is unlike traditional bassinets with four legs.”<sup>114</sup>

125. The CPSC Staff expressed that they were “concerned that a child who is moving his/her arms and legs in the product may create enough movement to cause the sleep area to further

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<sup>109</sup> *Id.*

<sup>110</sup> *Id.*

<sup>111</sup> *See* Exhibit A.

<sup>112</sup> *Id.*

<sup>113</sup> *Id.*

<sup>114</sup> *Id.*

tilt side-to-side and/or head-to-toe. This may increase the likelihood that a child can roll unexpectedly from a supine to a side lying or prone position.”<sup>115</sup>

126. Per the CPSC staff’s request, the Subcommittee on Bassinets formed a task group to review these incidents and potential performance requirements. According to the CPSC staff’s 2022 Annual Voluntary Standards Tracking and Access Report, the staff “provided data on cantilever bassinets ..., participated in task group meetings on ... performance requirements, provided feedback on the agency’s position for improving safety for these products [and] prepared a briefing package for Commission consideration on the revision to the standard published in ASTM 2194-22e1.”<sup>116</sup>

127. Based on the investigation conducted by the CPSC Cantilever Task Group, on April 27, 2023, the CPSC’s Bassinet Project Manager proposed to the Subcommittee Chairman for ASTM Bassinets and Cradles that all bassinets including cantilever bassinets should have “a maximum lateral angle of 0 degrees, with a tolerance not to exceed 1 degree.”<sup>117</sup> In making this recommendation, the CPSC reiterated the current requirement for cantilevered bassinets in declaring, “Infants should be sleeping on a firm, flat surface.”<sup>118</sup>

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<sup>115</sup> *Id.*

<sup>116</sup> CPSC staff’s Fiscal Year 2022 (FY 2022) Annual Voluntary Standards Tracking and Access Report, [https://www.cpsc.gov/s3fs-public/FY22AnnualVSTAR\\_final.pdf?VersionId=SWCtVQ6N8RNixNgc.8\\_pxzcifOQyd5sX](https://www.cpsc.gov/s3fs-public/FY22AnnualVSTAR_final.pdf?VersionId=SWCtVQ6N8RNixNgc.8_pxzcifOQyd5sX) (last accessed May 6, 2024).

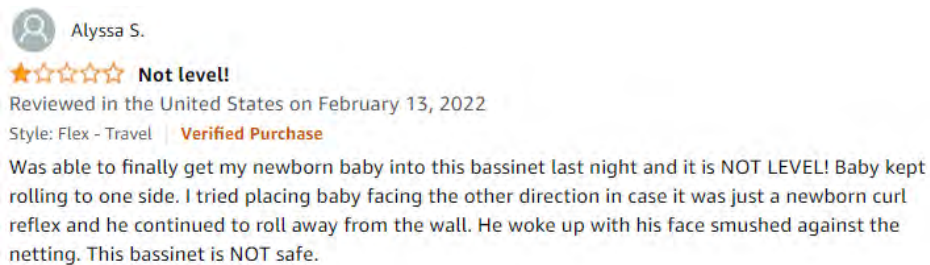
<sup>117</sup> Letter from CPSC Bassinet Project Manager, Celestine T. Kish, to Task Group Lead Bassinets Elevated Surfaces, Jennifer King, and Subcommittee Chairman for ASTM Bassinets and Cradles, Scott Lewis, April 27, 2023 (online at: [https://www.cpsc.gov/s3fs-public/CPSC-Staff-Letter-to-ASTM-F15-18-Bassinet-Elevated-Surfaces-042723.pdf?VersionId=ar8L0bx5RMOYR75gUe8SRCxg4\\_iL8xnE](https://www.cpsc.gov/s3fs-public/CPSC-Staff-Letter-to-ASTM-F15-18-Bassinet-Elevated-Surfaces-042723.pdf?VersionId=ar8L0bx5RMOYR75gUe8SRCxg4_iL8xnE) (last accessed May 6, 2024) (attached as Exhibit F (“April 2023 CPSC Staff Letter”)).

<sup>118</sup> *Id.*

**Significant Consumer Complaints and HALO's Longstanding Knowledge of the Defect**

128. HALO has been designing baby products for decades and knew or should have known, prior to distributing the Flex into the consumer marketplace, that the Flex had, and continues to have, the Defect. Nonetheless, in order to garner market share and capitalize on consumer demand for alternatives to safe sleep solutions, HALO distributed the dangerous and defective Flex into the consumer marketplace.

129. Since at least February 13, 2022, Plaintiff and Class Members who experienced the Defect repeatedly put HALO on notice of the Defect and resulting Tilt Hazard as seen in the below review from a verified purchaser posted to Amazon.com on February 13, 2022, stating that the Sleeping Surface was “Not level!” and that her newborn “kept rolling to one side.”<sup>119</sup>



130. HALO even responds to consumer reviews reporting the Tilt Hazard and largely thanks them for their reviews, apologizes for their experience, continues to claim that the Flex is safe, and suggests contacting customer service. This is demonstrated below in HALO's response to a consumer review titled “SIDS risk” posted on June 20, 2022, on Walmart.com, where HALO apologized for “any distress” caused by the consumer's experience and claimed that “[s]afe sleep is [HALO's] number 1 mission,” and suggested contacting customer service.

<sup>119</sup> HALO BassiNest Flex Customer Review, AMAZON.COM, [https://www.amazon.com/gp/customer-reviews/RGWN15LZVTJG9/ref=cm\\_cr\\_getr\\_d\\_rvw\\_ttl?ie=UTF8&ASIN=B09LFFZLRG](https://www.amazon.com/gp/customer-reviews/RGWN15LZVTJG9/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B09LFFZLRG) (last accessed May 6, 2024).

★☆☆☆☆ 6/20/2022

**SIDS risk**

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

[See less](#)

RM327

👍 0 🗨️ 0

Written by a Halo Sleep customer

**Supplier Response**

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

120

131. Since at least June 7, 2022, HALO has also responded to numerous complaints about the Tilt Hazard and safety risks directly on its own website, as shown in the screenshot below:<sup>121</sup>

**Leanne** Verified Reviewer 07/07/22  
 ★★★★★  
**The tilt makes me nervous**  
 I like this for the lowering side but there is such a tilt to the whole bassinet that causes the baby to end up pressed against the side. It doesn't feel sturdy and sways very easily. Setup wasn't as easy as I'd like either. Not impressed.  
 Share | Comments (1) Was This Review Helpful? 👍 1 🗨️ 0

**Halo Sleep** 07/07/22  
 Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so. [customerservice@halosleep.com](mailto:customerservice@halosleep.com)

<sup>120</sup> HALO BassiNest Flex Customer Review, WALMART.COM, <https://www.walmart.com/reviews/product/881191673?filter=1&page=2> (last accessed May 6, 2024).

<sup>121</sup> BassiNest Flex Reviews, HALOSLEEP.COM, <https://www.halosleep.com/portable-travel-bassinet-bassinest-flex-4791> (last accessed May 6, 2024).



132. Notably, on September 9, 2022, HALO responded to a consumer who reported that she experienced the Tilt Hazard with the Flex from her initial purchase *and also in the Flex sent to her as a replacement*.<sup>122</sup> In response, HALO thanked her for her “honest feedback” and stated that “[b]oth your conversation with customer service and this review have been shared with the larger team.”<sup>123</sup>



133. In total, Halo has received at least thirty-eight complaints from consumers about the Defect and Tilt Hazard posted directly to its website as shown in the below screenshots, and HALO has either not responded or simply placated them with empty promises and thanks for their honest feedback, while continuing to market, distribute and sell the Flex with the Defect and deceptive and misleading Safe Sleep Marketing.<sup>124</sup>

<sup>122</sup> *Id.*

<sup>123</sup> *Id.*

<sup>124</sup> *Id.*



Ash234 Verified Buyer

04/20/22



We DID really like it...

We bought this bassinet and have really enjoyed using it and its convenience since my daughter was born. With that being said, the bassinet seems to have over time became un level and our now 6 week old will start the night in the middle and wake up right up against the netting on the one side everytime. You can visably see how inlevel it is. This is very unfortunate as before this tarted happening I would have absolutely given this basinet 5 stars. My child is not 5 months or 20lbs (the recommended time by halo to discontinue use). **Read Less**

Share |

Was This Review Helpful? 1 0

\* \* \*



Tiffany Verified Reviewer

08/17/22



Unsafe sleep, bassinet is not flat

Bought this bassinet so I can see my newborn while I am in bed. Initially it was great, it solved my problem. After a few days, I thought it was cute that my baby was trying to get closer to me, but it wasn't very cute when I discovered that the support on the bassinet is not even, causing it to slant the whole bed. No wonder my baby was squirming around so much all night, and her face was smashed into the side netting, she was fighting the uneven surface for probably 2 months. It looks like many others have experienced the same thing. I reached out to Customer Support about it, and no response. How shameful. Would not recommend this product to another parent. **Read Less**

Share | Comments (1)

Was This Review Helpful? 2 0



Halo Sleep

09/07/22

We are sorry to hear about this experience. We have contacted the customer service team- they have sent a follow up email to you. Please respond via email or phone to discuss further.

\* \* \*



Rosa G. Verified Reviewer

09/20/22



Unsafe

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

Share | Comments (1)

Was This Review Helpful? 2 0



Halo Sleep

09/23/22

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

\* \* \*

**S** **Shawn** Verified Reviewer 10/13/22  
★★★★☆  
**Dangerous and defective**  
The bassinet is poorly designed in that it slants with very light pressure. So much so that a 10 lb baby ends up with their face smashed against the mesh side. The support brace holds the bottom of bassinet well but the whole bottom pivots on the joint that allows it fold up. The opposite mesh side isn't firm enough to support any weight and thus it just sags and slants. This bassinet deserves to be recalled. [Read Less](#)

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

**Halo Sleep** 10/17/22  
Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.

\* \* \*

**C** **Caitlin p.** Verified Reviewer 11/15/22  
★★★★☆  
**Lightweight easy to move but tilts slightly**  
Previously had the regular bassinet but it was heavy to move and not easy to relocate. This one is easy to take room to room or slide to the bed. I find it tilts slightly though so my baby never stays in the middle he is small (was premature) so it's not a weight issue. He starts in middle and always ends up pressed against the mesh and waking since it has a slight downward tilt in side that is suspended without leg support. Really wanted to like this bassinet but just feel it's not the same quality or safety level as there other models. [Read Less](#)

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

**Halo Sleep** 11/17/22  
Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.


\* \* \*

**T** **Taylor** Verified Reviewer 11/23/22  
★★★★☆  
**Nightmare. Get literally anything else.**  
This bassinet is the actual worst. It's squeaky, shaky, not even close to being level and it's so small. From night one baby girl rolls completely into the mesh, it has such a crazy slope. Anytime I lay her down it wiggles around and squeaks so she wakes up immediately, if she does stay asleep it's not long until she moves and it probably feels like an earthquake to her. Its been 3 months and I've tried my hardest to make it work because we don't have the money to spend on a second one but tonight is my last straw. I haaaate this thing. Spend your money on a different bassinet. Save yourself the sleep deprivation and irritation of owning this nightmare of a product. Halo needs to pull this thing from every retail site solely for the fact the slope is a hazard. Rant over. Sincerely, an irritated mom. [Read Less](#)

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

**Halo Sleep** 12/02/22  
Thank you for your honest feedback. We would love to address this directly with you. Please contact Customer Service in order to do so.





\* \* \*


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

★★★★★

**Slanted / Baby always ends up with face in mesh**

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

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

 **Halo Sleep** 12/02/22

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

\* \* \*

 **Kassie** Verified Reviewer 11/27/22


★★★★★

**Wouldn't consider safe**

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


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

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

 **Halo Sleep** 12/02/22

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





\* \* \*


 **Katie** Verified Reviewer 12/19/22

★★★★★

**Not Safe!! Bassinet Not Level and Slants Horribly**

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

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

 **Halo Sleep** 12/29/22

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

\* \* \*



 **Logan H.** Verified Reviewer 03/06/23  
★★★★★

**Horribly unsafe product**

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

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

 **Halo Sleep** 03/10/23  
Thank you for your honest feedback. Customer Service should have reached out to speak further with you about your experience.

\* \* \*

 **Andrea** Verified Reviewer 03/13/23  
★★★★★

**Terrible product, not level.**

We got this for our new born and had similar issues as others. Very unsteady, most shocking was the fact that it DOES NOT SIT LEVEL AND THERE IS NO LEVELING CAPABILITY. We found our newborn with many sleepless nights due to him sliding and rolling into the mesh. I would buy anything else, this is very unsafe and untrustworthy product.

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

 **Halo Sleep** 03/24/23  
Thank you for the honest feedback. We'd like to discuss this further with you; please contact customer service to do so.

\* \* \*

 **Haley H.** Verified Buyer 03/27/23  
★★★★★

**Design flaws**

I really wanted to like this, but it has a few design flaws. It's not level, so my baby is always leaning towards one side. It's nerve racking and doesn't make me feel very confident using it. Also the legs aren't sturdy at all. I have a different halo bassinet that I like quite a bit. But this one seems like a cheaper version with a bad design.

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

 **Halo Sleep** 03/31/23  
Thank you for the honest review. We have shared this with the team. Someone from customer service will reach out to discuss further.

\* \* \*

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

**Constant struggle**

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

 Share | Was This Review Helpful?  2  0

\* \* \*

**A** **Amanda C.** Verified Reviewer 04/30/23  
★☆☆☆☆  
**Tilted!!**  
At first I loved this bassinet until I noticed baby was always smushed to the one side. She was unable to mow throughout the night and turn her had the other way due to the drastic tilt and unlevel sleeping surface giving her a flat spot on the one side. Do not recommend! This should be recalled!

Share | Was This Review Helpful? 2 0

\* \* \*

**K** **Kate** Verified Reviewer 04/30/23  
★☆☆☆☆  
**Do NOT recommend!!!**  
This bassinet sits on an angle so baby struggles to turn his head both directions. Doctor actually recommended physical therapy from it. This bassinet made it so one side of my sons neck is tight. His head automatically falls to one side because of the drastic angle. Should be discontinued or recalled.

Share | Was This Review Helpful? 2 0

\* \* \*

**E** **Eli2023** 05/01/23  
★☆☆☆☆  
**This doesn't sit level**  
This bassinet is terrible, great idea and easy to assembly but the baby always rolls to the side. This thing does not sit level and the baby always is smushed into the side of the wall. There is a clear design flaw if you read any of the reviews on google they all say the same thing. This feels completely unsafe the reason it probably isn't recalled is because the mesh the baby can still breathe. Absolutely a waste of money. [Read Less](#)

Share | Was This Review Helpful? 2 0

\* \* \*

**A** **Amanda R.** Verified Reviewer 05/02/23  
★☆☆☆☆  
**Slopes to the side.**  
We loved this product at first but after a few weeks we noticed our child was rolling to the open side. Last night I woke up to find him completely wedged between the mesh and the mattress. Not sure how this product hasn't been recalled yet. **ABSOLUTELY DO NOT recommend.**

Share | Was This Review Helpful? 2 0

\* \* \*

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

Share | Was This Review Helpful? 1 0



\* \* \*

**L** **Loireng02** Verified Reviewer 05/09/23  
 ★☆☆☆☆  
**Bassinet Tilts to one side**  
 This bassinet tilts to one side, our baby has been waking up with his face pressed against the mesh siding. We have had to transition him to his crib now because this bassinet is not safe for sleep.  
 Share | Was This Review Helpful? **1** **0**

\* \* \*

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

\* \* \*

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

\* \* \*

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

\* \* \*

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

\* \* \*



Cerise H. Verified Buyer

06/27/23



Seemed good at first

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

Share

Was This Review Helpful? 4 0

\* \* \*



Meg Verified Reviewer

06/30/23



Not level

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

Share

Was This Review Helpful? 3 0

\* \* \*



Courtney Verified Reviewer

07/12/23



DANGER

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

Share

Was This Review Helpful? 2 0

\* \* \*



Jessica

08/21/23



Slanted

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

Share

Was This Review Helpful? 0 0

\* \* \*



Lauren Verified Reviewer

08/29/23



Bassinet tilts / not level

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

Share

Was This Review Helpful? 0 0

\* \* \*



05/02/24

NOT SAFE!

Please protect your little one and DO NOT USE THIS. The bassinet is not leveled and will cause your baby to roll towards the side without legs. I have found my baby multiple times in one night with his face rolled and squished against the side wall! I am using alternative sleeping accommodations now. [Read less](#)

Nehad . | Verified Reviewer

▪ Store Owner

We are sorry that your experience with the BassiNest Flex is not what you had hoped, but we value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at [customerservice@halosleep.com](mailto:customerservice@halosleep.com) so they can assist you with this request and address any concerns you may have.

\* \* \*



13/02/24

Waiting for a recall

Leans to one side and baby can roll! Sleeping hazard!!

Brandy . | Verified Reviewer

▪ Store Owner

We are sorry that your experience with BassiNest is not what you had hoped. Please know there is no recall for this product and it complies with—and in many instances exceeds—all applicable industry standards and regulations, and is certified by the JPMA. We have flagged this to the HALO customer service team who will reach out to you directly. They are available Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at [customerservice@halosleep.com](mailto:customerservice@halosleep.com) if you have questions in the interim.

\* \* \*

 15/02/24

UNSAFE

This bassinet is incredibly unsafe, and I have no idea what to do. My husband and I cannot afford to purchase a new bassinet. At about 3 weeks old, our son started to roll over onto one side of the bassinet, and I thought maybe he was just really advanced. One night I woke up and I saw him face down stuck between the mesh and the mattress. Around his lips were blue. I have NEVER EVER been more scared in my life. Now my husband and I take turns holding our son at night. This bassinet has cost us our sleep and our sanity since we are both working parents, but no matter how much sleep it costs us, I will not put my baby in this bassinet. Please do not purchase!!! This bassinet needs recalled.  
Read less

Elizabeth M. |  Verified Reviewer

▪ Store Owner  
We are sorry to hear about this experience. A member of our customer service team will reach out to you directly to discuss available options. (You may also reach them Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com.)

\* \* \*

 25/02/24

tilt causing baby to involuntarily roll

the pure panic finding my saddled 4 week old rolled into the edge with her face pressed up against the mesh. These are tested for safe sleep but I sincerely worry about SIDS as my baby cannot independently roll yet. I've already reached out to customer service with my concern as I'm terrified for my baby Read less

Hallie W. |  Verified Reviewer

▪ Store Owner  
We are sorry that your experience with the BassiNest Flex is not what you had hoped, but we value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you with this request and address any concerns you may have.

\* \* \*





25/02/24

Not Safe!

The day I brought my newborn home, I noticed she could rollover while in this bassinet because the base does not lay flat. I had to rush to find her a safe place to sleep the day we got home from the hospital because this bassinet is completely unsafe. Do not buy!

Linsey . | Verified Reviewer

• Store Owner

At HALO, we take matters of consumer safety very seriously. We are sorry that your experience with BassiNest is not what you had hoped. The BassiNest Flex product is safe when used in accordance with its warnings and instructions. The BassiNest Flex complies with—and in many instances exceeds—all applicable industry regulations and standards, and is certified by the JPMA. We value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you with this request and address any concerns you may have.

\* \* \*



27/02/24

DANGEROUS - DO NOT BUY


This bassinet is incredibly unsafe. When you put a weight in the bassinet (ie. a baby), it tilts creating an uneven surface and putting your baby in a dangerous situation. We keep finding our daughter squished into the side of the mesh our bed is on with her face sometimes pressed into the fabric. We thought it was her wiggling closer to us, but we learned that the bassinet tilts and she is slowly sliding over. This bassinet NEEDS to be recalled, it puts babies at a greater risk of SIDS. Please DO NOT buy this bassinet. [Read less](#)

Cam | Verified Reviewer

• Store Owner


We are sorry that your experience with the BassiNest Flex is not what you had hoped, but we value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you with this request and address any concerns you may have.

\* \* \*

 27/02/24

How is this not recalled yet?


From 2 weeks old I noticed that my son would end up pressed against the mesh on the wall of the bassinet. This sleeper is completely unsafe and isn't even close to being level. Little one is going on 2 months now and I've had to put him in his crib in the nursery instead of using this bassinet as it's been causing him to involuntarily roll to the side and squash his face against the mesh. [Read less](#)

Julianna |  Verified Reviewer

• Store Owner


At HALO, we take matters of consumer safety very seriously. We are sorry that your experience with BassiNest is not what you had hoped. The BassiNest Flex product is safe when used in accordance with its warnings and instructions. The BassiNest Flex complies with—and in many instances exceeds—all applicable industry regulations and standards, and is certified by the JPMA. We value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at [customerservice@halosleep.com](mailto:customerservice@halosleep.com) so they can assist you with this request and address any concerns you may have.

\* \* \*

 01/03/24

Slanted, bassinet, and terrible customer service

The bassinet is slanted. I noticed there was a number under some other reviews, so I called the number. Once I voiced my concerns to the person about the bassinet being slanted, I was immediately hung up on they said hello, I said which bassinet I had and then told them my concerns, and they immediately hung up. This is very poor customer service, especially when I was calling about the concern of my child. I was not going to leave review but now I feel the need to. [Read less](#)

Natalie |  Verified Reviewer

• Store Owner

We are sorry to hear about this experience with customer service. At HALO, we take matters of consumer safety very seriously. We are sorry that your experience with BassiNest is not what you had hoped. The BassiNest Flex product is safe when used in accordance with its warnings and instructions. The BassiNest Flex complies with—and in many instances exceeds—all applicable industry regulations and standards, and is certified by the JPMA. We value you as a customer and would be happy to discuss available options. Our customer service team will follow up with you directly.

\* \* \*



134. In addition to the review posted on February 13, 2022, thirty-four additional consumers have also posted reviews on Amazon.com reporting the Tilt Hazard caused by the Defect and ultimately result in infants rolling. Included below are numerous reviews, including some with photos.<sup>125</sup>



Matt

★☆☆☆☆ **Unsafe**

Reviewed in the United States on May 20, 2022

Style: Flex - Travel

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



\* \* \*



Lanna

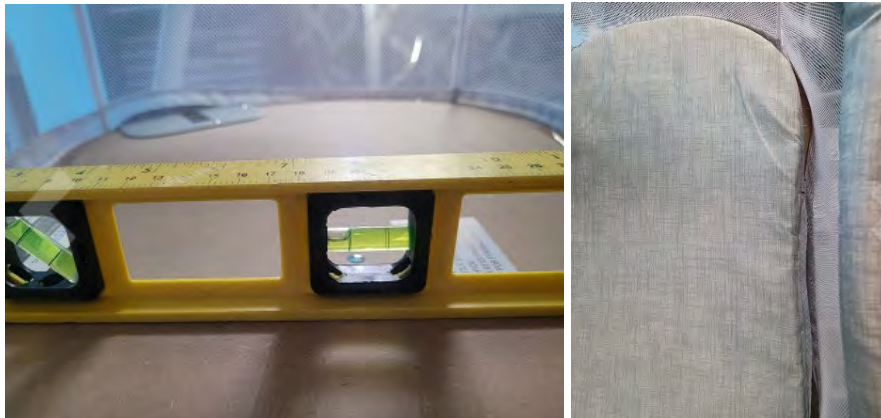
★☆☆☆☆ **UNSAFE! Should be recalled before the worst happens**

Reviewed in the United States on June 2, 2022

Style: Flex - Travel

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

<sup>125</sup> HALO BassiNest Flex Reviews, AMAZON.COM, [https://www.amazon.com/product-reviews/B09LFFZLRG/ref=acr\\_dp\\_hist\\_1?ie=UTF8&filterByStar=one\\_star&reviewerType=all\\_reviews#reviews-filter-bar](https://www.amazon.com/product-reviews/B09LFFZLRG/ref=acr_dp_hist_1?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews#reviews-filter-bar) (last accessed May 6, 2024).



\* \* \*

 Amazon Customer

★★★★★ **Tilt**

Reviewed in the United States on June 22, 2022

Style: Flex - Travel **Verified Purchase**

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



\* \* \*



Emily Keating

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

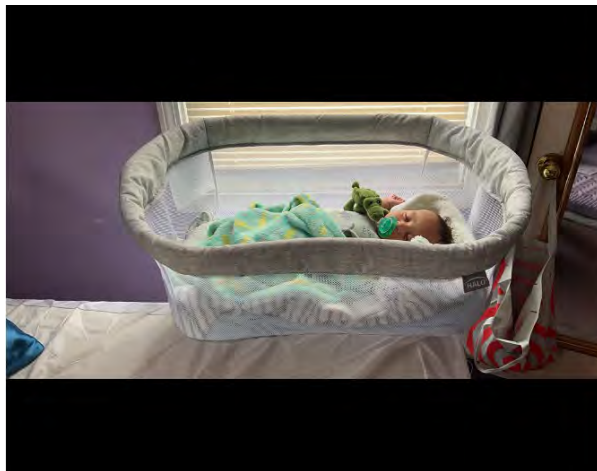
Reviewed in the United States on July 27, 2022

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

Images in this review



\* \* \*



Jacquelyn Souza

★★★★★ **Shaky**

Reviewed in the United States on September 5, 2022

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

Images in this review



\* \* \*

Ben

★★★★☆ **NOT SAFE, NOT LEVEL**

Reviewed in the United States on September 6, 2022

Style: Flex - Travel **Verified Purchase**

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

\* \* \*

Amazon Customer

★★★★☆ **NOT SAFE**

Reviewed in the United States on September 16, 2022

Style: Flex - Travel

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

\* \* \*





Lauren

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

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

Style: Flex - Travel

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

\* \* \*



Stanford Huynh

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

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

Style: Flex - Travel

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

\* \* \*



Alex K.

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

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

Style: Flex - Travel **Verified Purchase**

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

\* \* \*



Megan

☆☆☆☆☆ **Baby falls to the side**

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

Style: Flex - Travel **Verified Purchase**

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

\* \* \*



Lixia Lee

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

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

Style: Flex - Travel

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

\* \* \*



Andrew Cole

☆☆☆☆☆ **Not for sleeping. P.O.S.**

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

Style: Flex - Travel **Verified Purchase**

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

\* \* \*



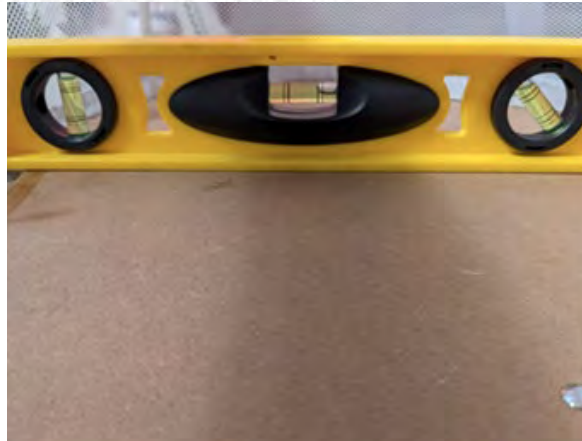
Michelle Kimball

☆☆☆☆☆ **SIDS risk - don't buy!**

Reviewed in the United States on February 17, 2023

Style: Flex - Travel

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



\* \* \*



Zach

☆☆☆☆☆ **The basket tilts**

Reviewed in the United States on March 7, 2023

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

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

\* \* \*



skepticize

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

Reviewed in the United States on March 10, 2023

Style: Flex - Travel

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

\* \* \*



Cailyn bass

☆☆☆☆☆ **Do not buy**

Reviewed in the United States on March 13, 2023

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

The bed tilts down which causes baby to roll.

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

\* \* \*



Jim

☆☆☆☆☆ **Product slants**

Reviewed in the United States 🇺🇸 on April 2, 2023

Style: Flex - Travel **Verified Purchase**

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

\* \* \*



Wiseguy

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

Reviewed in the United States 🇺🇸 on April 5, 2023

Style: Flex - Travel

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

\* \* \*



Ashley C

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

Reviewed in the United States 🇺🇸 on April 13, 2023

Style: Flex - Travel **Verified Purchase**

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

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


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

DO NOT BUY!!!!

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

Jesus, this is an awful product!!!!

\* \* \*

 View Image Gallery



WenS

☆☆☆☆☆ **Tiene un desnivel**

Reviewed in the United States on April 23, 2023

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

Images in this review



\* \* \*





MG

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

Reviewed in the United States on April 29, 2023

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

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

One person found this helpful

Helpful

Report

\* \* \*



JS

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

Reviewed in the United States on June 17, 2023

Style: Flex - Travel

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

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

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

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



\* \* \*



Aarti

★☆☆☆☆ **Unsafe.**

Reviewed in the United States on June 29, 2023

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

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

\* \* \*



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

★☆☆☆☆ **Not the best**

Reviewed in the United States on July 15, 2023

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

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

\* \* \*



Natalie

★☆☆☆☆ **Not for bigger babies**

Reviewed in the United States on July 25, 2023

Style: Flex - Travel

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

Helpful

Report

\* \* \*

 Hannah C

★☆☆☆☆ **Not level- danger**

Reviewed in the United States on August 28, 2023

Style: Flex - Travel **Verified Purchase**

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

\* \* \*

 Iman


★☆☆☆☆ **Has a tilt**

Reviewed in the United States on September 10, 2023

Style: Flex - Travel

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

\* \* \*

 Samantha Glass

★☆☆☆☆ **unsafe**

Reviewed in the United States on September 19, 2023

Style: Flex - Travel

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

\* \* \*

 Jack

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

Reviewed in the United States on November 11, 2023

Style: Flex - Travel

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

\* \* \*

 Lavender lover


★☆☆☆☆ **Too many bad reviews for me to feel safe using this**

Reviewed in the United States on December 14, 2023

Style: Flex - Morning Mist | **Vine Customer Review of Free Product** ( What's this? )

I was super excited when I saw this and was able to order it. However, after doing some research on it, I've found hundreds of reviews stating that their babies (even newborns) are rolling and their faces being pressed against the mesh because the bassinet itself isn't level and is significantly slanted. I do not feel safe using this for my baby when it's born. I also reached out to halo through email about a month ago and as of today, I have not received any response about my concerns. I also haven't seen them address this issue with any other people regarding their concerns publicly either which is concerning considering they are such a "reputable" brand. It makes me feel not safe to use any of their products anymore which is a bummer because I love their other stuff as well. Safety is a priority when it comes to babies and children and must be taken seriously.

\* \* \*

 Emma Scott

★☆☆☆☆ **Unsafe!!**

Reviewed in the United States on January 4, 2024

Style: Flex - Morning Mist | **Vine Customer Review of Free Product** ( What's this? )

This bassinet will not stay level. Babies roll to one side and end up with their faces against the mesh. NOT safe sleeping!!

\* \* \*



Sarah

★★★★★ **DANGEROUS**

Reviewed in the United States on February 22, 2024

Style: Glide Plume - Adjustable

Quick internet search will show this bassinet is in the process of being recalled.

HALO only offers a replacement (no thanks) and Walmart (where I purchased the bassinet) has a 90 day return policy which I exceeded buying the bassinet before my son was born.

I wish HALO would acknowledge the defect, Walmart informed me that's the only way I can get my money back.

"Some bassinets with a cantilever design are found to pose a risk in the sleep surface as it may tilt and cause an infant to roll, based on CR's safety team's evaluation," says Ashita Kapoor, associate director of product safety. "We are encouraging stronger performance requirements to reduce the possibility that infants will roll over."

\* \* \*



Heather Ackley

★★★★★ **Unstable/Unsafe**

Reviewed in the United States on April 24, 2024

Style: Flex - Heather Weave

I put this product on my baby registry and received it at my baby shower. Two weeks before my due date I assembled the bassinet following the instructions manual. The legs are very unsteady/wobbly and can easily be moved side to side even in their locked positions. The bassinet is uneven and tilts to one side creating an unsafe sleep environment for baby. I felt maybe I assembled it incorrectly so I double checked all pieces and assembly but it is together as instructed. I decided to do some reading and found most reviews also had the same concerns. Baby should be level and not able to roll. If my dog were to bump the legs it would easily move and shift. I will be returning this product due to major safety concerns unfortunately.

135. On Target.com, 26% of the consumer reviews rated the Flex with only 1 star and at least twenty consumers reported the Tilt Hazard caused by the Defect. HALO has responded to a number of these complaints, again thanking them for the feedback and suggesting reaching out to customer service. A sample of these reviews are included below.<sup>126</sup>

### Dangerous product and bad sleep

★☆☆☆☆ | 🗨️ Would not recommend

Pastalover2 - 2 years ago

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

🗨️ 1 reply from HALOSleep team - 2 years ago

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

\* \* \*

<sup>126</sup> HALO Bassinet Flex Portable Bassinet, TARGET.COM, <https://www.target.com/p/halo-innovations-bassinest-flex-sleeper/-/A-83703602> (last accessed May 6, 2024).



### Do not purchase - tilted to one side

★☆☆☆☆ | Would not recommend

New mom - 1 year ago

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

\* \* \*

### Terrible slant. Dod not buy.

★☆☆☆☆ | Would not recommend

sek - 1 year ago

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

\* \* \*

### Horrible

★☆☆☆☆ | Would not recommend

SC - 1 year ago

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

\* \* \*

### Horribly Unsafe Product

★☆☆☆☆ | Would not recommend

- 1 year ago

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

... 1 reply from HALOSleep team - 1 year ago

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

\* \* \*

### Not level

★☆☆☆☆ | Would not recommend

Jessica t - 1 year ago, Verified purchaser

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

1 reply from HALOSleep team - 1 year ago

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

\* \* \*

### Do not recommend

★☆☆☆☆ | Would not recommend

EGM - 1 year ago, Verified purchaser

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

1 reply from HALOSleep team - 1 year ago

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

\* \* \*

### Horrible! Not safe!

★☆☆☆☆ | Would not recommend

sa - 1 year ago

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

1 reply from HALOSleep team - 1 year ago

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

\* \* \*

### Do not recommend!!

★☆☆☆☆ | Would not recommend

Kate - 1 year ago

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

\* \* \*

### Save your money

★☆☆☆☆ | 🗨️ Would not recommend

griffinandy2020 - 1 year ago

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

🗨️ 1 reply from HALOSleep team - 1 year ago

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

\* \* \*

### This Ain't It Y'all!

★☆☆☆☆ | 🗨️ Would not recommend

ItsBazey - 1 year ago

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

\* \* \*

### Unsafe and unlevel

★☆☆☆☆ | 🗨️ Would not recommend

Meli6789mc - 11 months ago, Verified purchaser

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

\* \* \*

### Big slope, not recommended

★☆☆☆☆ | 🗨️ Would not recommend

Dragon Mamma - 10 months ago, Verified purchaser

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

\* \* \*



### Not safe / slanted

★☆☆☆☆ | 🗨️ Would not recommend

Lilleroonie - 9 months ago

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

🗨️ 1 reply from HALOSleep team - 9 months ago

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

\* \* \*

### dangerous

★☆☆☆☆ | 🗨️ Would not recommend

tosh - 9 months ago

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

\* \* \*

### Do not buy!

★☆☆☆☆ | 🗨️ Would not recommend

Stillwater - 7 months ago

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

\* \* \*

### NOT SAFE

★☆☆☆☆ | 🗨️ Would not recommend

thginkaboutit - 3 months ago

Needs to be recalled - slopes horribly causing baby to roll into the side. Currently looking to purchase something else.

🗨️ 1 reply from HALOSleep team - 2 months ago

We are sorry that your experience with the BassiNest Flex is not what you had hoped, but we value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you with this request and address any concerns you may have.

\* \* \*

### Unleveled!

★☆☆☆☆ | Would not recommend

Lupe - 1 month ago, Verified purchaser

Unleveled. Tried putting my baby in it twice but I was afraid she would roll over.

1 reply from HALOSleep team - 1 month ago

At HALO, we take matters of consumer safety very seriously. We are sorry that your experience with BassiNest is not what you had hoped. We value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you and address any concerns you may have.

\* \* \*

### Do not get this! Safety hazard!

★☆☆☆☆ | Would not recommend

Mae - 29 days ago

Just got our baby home and he's literally sliding to one side on the bassinet. I put him in the center and it's uneven like a pole is through the middle. Can't use this at all and can't return it. Now got to buy a new one

1 reply from HALOSleep team - 25 days ago

At HALO, we take matters of consumer safety very seriously. We are sorry that your experience with BassiNest is not what you had hoped. The BassiNest Flex product is safe when used in accordance with its warnings and instructions. The BassiNest Flex complies with—and in many instances exceeds—all applicable industry regulations and standards, and is certified by the JPMA. We value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you with this request and address any concerns you may have.

\* \* \*

### DO NOT BUY!

★☆☆☆☆ | Would not recommend

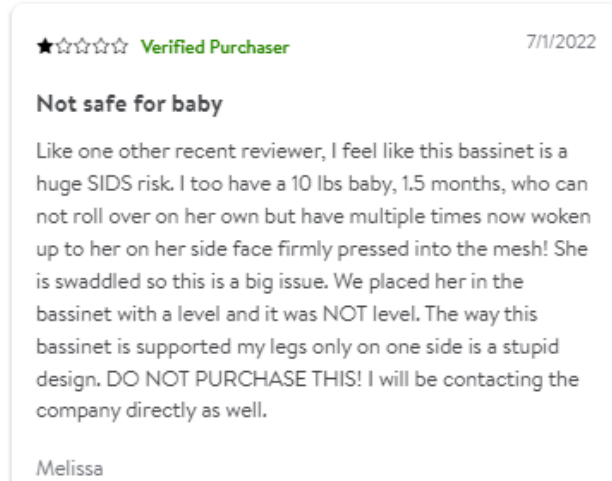
brookec - 25 days ago

Do not buy!! Slopes down and baby rolls into side. Extremely dangerous! This item needs to be recalled ASAP!!

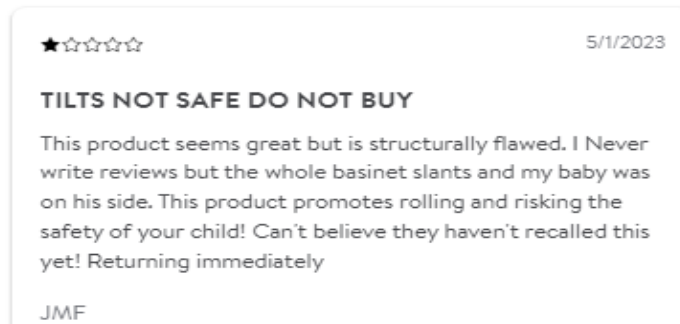
1 reply from HALOSleep team - 18 days ago

At HALO, we take matters of consumer safety very seriously. We are sorry that your experience with BassiNest is not what you had hoped. The BassiNest Flex product is safe when used in accordance with its warnings and instructions. The BassiNest Flex complies with—and in many instances exceeds—all applicable industry regulations and standards, and is certified by the JPMA. We value you as a customer and would be happy to discuss available options. Please reach out to our customer service team Mon-Fri 9am-4:30pm EST at 888.999.HALO or by email at customerservice@halosleep.com so they can assist you with this request and address any concerns you may have.

136. In addition to the review posted on June 20, 2022, a number of consumers have posted similar reviews on Walmart.com rating the Flex at 1 out of 5 stars.<sup>127</sup> A selection of some of those reviews are included below.



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<sup>127</sup> *Halo BassiNest Flex*; WALMART.COM, <https://www.walmart.com/reviews/product/881191673?filter=1&sort=submission-asc> (last accessed May 6, 2024).

★☆☆☆☆ 6/13/2023

**Tilted**

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

Laurin

\* \* \*

★☆☆☆☆ 8/21/2023

**Slanted**

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

Jessica

 0  0 

Originally posted on [Halo Sleep](#)

137. Additionally, at least nine consumers have reported the Tilt Hazards and safety concerns caused by the Defect to CPSC on saferproducts.gov. HALO has responded to at least six of the incident reports, promising to investigate the incidents to “ensure others do not have the same experience,” but taking no actual action to fulfill this promise.



138. Included below are the “Incident Details” for all nine CPSC reports and photos submitted therewith, as well as HALO’s six responses.

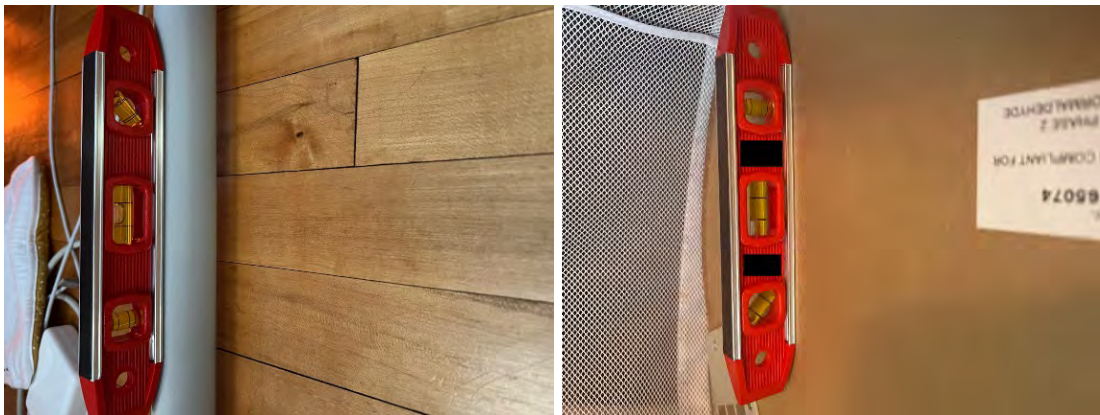
**Incident Details**

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

Incident Date: 4/22/2022

Incident Location: Home/Apartment/Condominium

128



\* \* \*

**Incident Details**

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

Incident Date: 10/20/2022

Incident Location: Home/Apartment/Condominium

129

\* \* \*

<sup>128</sup> Consumer Report Number: 20220602-E2D09-2147355834, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=3766490> (last accessed May 6, 2024).

<sup>129</sup> Consumer Report Number: 20230221-00ABD-2147349598, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4113956> (last accessed May 6, 2024).

**Incident Details**

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

Incident Date: 12/30/2022

Incident Location: Home/Apartment/Condominium

130

**Comments from the Manufacturer/Private Labeler**

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

\* \* \*

**Incident Details**

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

Incident Date: 3/5/2023

Incident Location: Home/Apartment/Condominium

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**Comments from the Manufacturer/Private Labeler**

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

\* \* \*

**Incident Details**

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

Incident Date: 3/14/2023

Incident Location: Home/Apartment/Condominium

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\* \* \*

<sup>130</sup> Consumer Report Number: 20230123-4E692-2147351224, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4077387> (last accessed May 6, 2024).

<sup>131</sup> Consumer Report Number: 20230305-4198E-2147349004, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4129793> (last accessed May 6, 2024).

<sup>132</sup> Consumer Report Number: 20230424-1C70F-2147347919, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4129793><https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4184864> (last accessed May 6, 2024).

#### Incident Details

**Incident Description:** I received the Halo Innovations Bassinet Flex Sleeper as a registry gift. Upon using this item, I have realized it is slanted, creating an uneven sleep surface. My child is 7 weeks old was unable to lay flat in the bassinet because of this. Due to the slanted surface, she rolled to the edge of the bassinet and on her side- she is not able to roll over by herself. Per the CDC, sleep surfaces used for infants must be flat and infants must sleep on their back. I'm wondering what can be done to remedy this defective item as it is not a safe sleep surface.

**Incident Date:** 3/31/2023

**Incident Location:** Home/Apartment/Condominium

133

#### Comments from the Manufacturer/Private Labeler

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



\* \* \*

<sup>133</sup> Consumer Report Number: 20231012-52248-2147344680, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4425260> (last accessed May 6, 2024).



**Incident Details**

**Incident Description:** The Halo bassinet is not level with my child in it. He always rolled to the side with his face in the mesh, from the day we brought him home.

**Incident Date:** 11/13/2023

**Incident Location:** Home/Apartment/Condominium

**Comments from the Manufacturer/Private Labeler**

**Halo Innovations:** HALO always puts safety first and will take time to review each incident report made to us directly or through the CPSC. We have shared this information with the team for further review.

\* \* \*

**Incident Details**

**Incident Description:** Halo flex sleeper bassinet, when used as instructed, tilts to one side causing baby to roll

**Incident Date:** 11/20/2023

**Incident Location:** Home/Apartment/Condominium

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**Comments from the Manufacturer/Private Labeler**

**Halo Innovations:** HALO always puts safety first and will take time to review each incident report made to us directly or through the CPSC. We have shared this information with the team for further review.



\* \* \*

<sup>134</sup>Consumer Report Number: 20240118-3EE8B-2147342652, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4572777> (last accessed May 6, 2024).



**Incident Details**

**Incident Description:** Our baby rolls on to her side because the bassinet noticeably tilts sideways. It is not level and causes our infant to roll.

**Incident Date:** 1/11/2024

**Incident Location:** Home/Apartment/Condominium

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**Comments from the Manufacturer/Private Labeler**

**Halo Innovations:** HALO always puts safety first and will take time to review each incident report made to us directly or through the CPSC. We have shared this information with the team for further review.

**Alternative Feasible Designs Exist for the Flex, which Halo Failed to Implement**

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

140. In fact, HALO failed to employ alternative feasible designs present in similar bassinets intended to be portable and/or compact, including those with one or more Legs on the opposite side of the Flex, such as the Chicco LullaGo Anywhere Portable Bassinet, which is sold for \$99.99 on Target.com and is included in the image below.<sup>136</sup>

<sup>135</sup> Consumer Report Number: 20240215-E242E-2147340973, SAFERPRODUCTS.GOV, <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4616034>, (last accessed May 6, 2024).

<sup>136</sup> Chicco LullaGo Anywhere Portable Bassinet, TARGET.COM, [https://www.target.com/p/chicco-lullago-anywhere-portable-bassinet-sandstone/-/A-78804269?ref=tgt\\_adv\\_xsp&AFID=google&fndsrc=tgtao&DFA=71700000012510679&CPNG=PLA\\_Baby%2BShopping%7CBaby\\_Ecomm\\_Baby&adgroup=Infant+Basics/Furniture&LID=700000001170770pgs&LNM=PRODUCT\\_GROUP&network=g&device=c&location=9013455&targetid=pla-1731815646675&ds\\_rl=1242884&ds\\_rl=1246978&gad\\_source=1&gclid=CjwKCAiAxreqBhAxEiwAfGfndH2\\_iiHWudtY0uSTlq0C8OrVdxa9NZmED7-CNNVK-6wHu\\_33Md2khoCi5kQAvD\\_BwE&gclid=aw.ds](https://www.target.com/p/chicco-lullago-anywhere-portable-bassinet-sandstone/-/A-78804269?ref=tgt_adv_xsp&AFID=google&fndsrc=tgtao&DFA=71700000012510679&CPNG=PLA_Baby%2BShopping%7CBaby_Ecomm_Baby&adgroup=Infant+Basics/Furniture&LID=700000001170770pgs&LNM=PRODUCT_GROUP&network=g&device=c&location=9013455&targetid=pla-1731815646675&ds_rl=1242884&ds_rl=1246978&gad_source=1&gclid=CjwKCAiAxreqBhAxEiwAfGfndH2_iiHWudtY0uSTlq0C8OrVdxa9NZmED7-CNNVK-6wHu_33Md2khoCi5kQAvD_BwE&gclid=aw.ds) (last accessed May 6, 2024).



141. Despite the availability and feasibility of these other reasonable alternatives, in addition to other alternatives including the use of legs that are connected below the Sleeping Surface, the use of an additional support under the Sleeping Surface of the Flex, use of stronger materials, and in other ways that may be discoverable during litigation, HALO intentionally chose to design the Flex in a cantilevered configuration that fails to maintain an appropriately level and flat Sleeping Surface so that it could garner more market share at the expense of consumers.

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

**HALO'S Warranty**

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

144. HALO expressly warrants in its limited, one-year Warranty that the Flex is “free from defects in material or workmanship for a period of one (1) year from the date of original purchase.”<sup>137</sup>

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

146. Prior to purchasing the Flex, Plaintiff and other Class Members did not know that the Flex had the Defect that, contrary to HALO’s Safe Sleep Marketing, would lead to the Tilt Hazard, and allow their infants to prematurely roll to their stomachs, their sides, and/or into the mesh wall. Consumers had no reason to know that the Safe Sleep Marketing was deceptive or misleading, and that the Flex may actually cause their babies to prematurely roll into a more dangerous sleeping position.

147. Further, when consumers make warranty claims related to the Flex’s Tilt Hazard, the claims are improperly handled, including HALO replacing the defective Flex with another uniformly defective Flex as demonstrated above, *supra* ¶ 132.

148. HALO clearly intended its warranties to apply directly to these consumers, the parents and caregivers who depend on the Safe Sleep Expert to provide reliable infant sleep products.

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

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<sup>137</sup> *Halo 1-Year Limited Warranty*, HALOSLEEP.COM, <https://www.halosleep.com/halo-bassinest-1-year-limited-warranty> (last accessed May 6, 2024).

150. Likewise, it was reasonably foreseeable that Plaintiff and consumer Class Members would be the intended beneficiaries of the Flex and HALO's Warranty.

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

HALO Innovations, Inc. ("HALO") warrants that the product accompanied by this limited warranty is free from defects in material or workmanship for a period of one (1) year from the date of original purchase. In order to fulfill warranty requirements, the product must have been purchased from an authorized HALO retailer and registered with HALO at time of purchase via the product registration card enclosed with the unit or by registering online at <https://www.halosleep.com/halo-product-registration>. In the case of SleepSure, registering in the HALO App fulfills the requirement of product registration.

The warranty only applies to the original purchaser and cannot be transferred with ownership of the product. The warranty service may include a repair kit to allow you to self-fix the part quickly and safely, or obtain a replacement part, or an equivalent or superior replacement product, at our discretion.

### **PLAINTIFF'S FACTUAL ALLEGATIONS**

152. Around or about August 19, 2022, Plaintiff Bender purchased the Flex from Amazon.com for approximately \$96.01.

153. In purchasing the Flex, Plaintiff Bender relied on HALO's Safe Sleep Marketing promising that the Flex is a bassinet with a level Sleeping Surface and is safe and suitable for infants sleeping on their backs.

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

155. Plaintiff Bender shopped for a bedside bassinet on Amazon.com, an authorized distributor of the Flex, and viewed the Flex's descriptions and representations made by HALO about the Flex on the retailer's product page.

156. Specifically, she viewed HALO's Safe Sleep Marketing on Amazon.com including, but not limited to, "EXTRA CLOSE SAFE SLEEP," "closest safe sleep," "safe sleep space,"



“close, safe sleep made easier,” “safe sleep at home or on the go,” and “safer, closer sleep made lightweight and portable – at home or on the go.”<sup>138</sup>

157. Before her purchase of the Flex, Plaintiff Bender was familiar with the HALO brand and understood the company to be a reliable manufacturer and seller of infant sleep products. She knew that HALO was a popular brand as several of her friends used HALO products. She also knew that her hospital would provide her with a HALO brand swaddle.

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

159. About or around August 21, 2022, Plaintiff Bender received the Flex in the mail and, once more, viewed HALO’s uniform Safe Sleep Marketing on the Flex’s packaging.

160. Shortly after Plaintiff Bender’s child was born in late September 2022, Plaintiff Bender began using the Flex as intended and recommended, consistent with manufacturer instructions, and maintained it in a reasonable manner. She put her child to sleep on her back when using the Flex.

161. Shortly after Plaintiff Bender began using the Flex, she discovered that the Sleeping Surface of the Flex was tilted toward the side without legs. She found that her child’s body was rolling towards the side without legs and on at least one occasion, her child rolled from her back all the way onto her stomach. Due to the Flex’s dangerous Defect resulting in the Tilt Hazard, Plaintiff Bender was forced to discontinue her use of the Flex out of fear of her infant’s safety.

162. Because HALO unlawfully concealed the Defect from Plaintiff Bender before her purchase, she did not suspect (and had no reason to suspect) that her child would roll from her

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<sup>138</sup> See *HALO BassiNest Flex*, AMAZON.COM, <https://www.amazon.com/BassiNest-Bassinet-Bedside-Lightweight-Portable/dp/B09LFFZLRG?th=1> (last accessed May 6, 2024).

back and across the Flex. She had no reason to believe there was anything wrong with the Flex or that it was in any way unsafe until the Defect manifested.

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

164. Plaintiff Bender would purchase the Flex again in the future if the Flex were redesigned such that the Defect and resulting Tilt Hazard were eliminated, the Sleeping Surface was level, firm, and flat and thus, the Flex would be actually safe for infants sleeping on their backs, and if HALO's Safe Sleep Marketing was truthful. She currently cannot rely on HALO's promises about the Flex because nothing in the Safe Sleep Marketing discloses that the Flex contains the Defect rendering the Sleeping Surface unlevel and the entire Flex unsafe and unsuitable for infant sleep.

165. If HALO takes corrective action to remove the Defect from the Flex and ensure the truthfulness of its Safe Sleep Marketing and/or correct the Flex's labels and packaging, Plaintiff Bender would consider buying the Flex in the future.

166. As alleged above, on November 22, 2023, prior to the filing of this Complaint, Plaintiff Bender and Class Members put Defendant on written notice of her claims arising from violations of numerous provisions of California law, including the California Consumers Legal Remedies Act ("CLRA"), California Civil Code §§ 1770, *et seq.*, as well as other causes of action. Notice also followed with the filing of the *Marble* action in December of 2023. Defendant's counsel in the *Marble* action has acknowledged receipt of Plaintiff's notice, but HALO has failed to take any corrective action.

**HALO'S ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE DEFECT**

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

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

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

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

171. Further, HALO knew or should have known about the safety concerns regarding infants rolling in bassinets with cantilever designs, which have been recognized by the child products industry, including the CPSC, as problematic and potentially dangerous described *supra* ¶¶ 4, 115-127.

172. In conjunction with HALO's vast experience with infant sleep products, including designing and selling the entire BassiNest line, these facts and complaints illustrate that HALO knew or should have known of the Defect and the resulting incapability of the Flex to conform to the Firm/Flat Standard.

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

174. HALO is currently still selling the defective Flex, concealing the Defect, failing to notify consumers of the Defect, and failing to issue a much-needed recall.

175. Moreover, HALO continues to falsely represent through its Safe Sleep Marketing and written warranties that the Flex is free from the Defect and safe for infant sleep.

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

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

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

**INJURY TO THE PUBLIC-AT-LARGE AND POTENTIAL FOR FUTURE HARM**

179. HALO's wrongful conduct harms the public-at-large.

180. Namely, by misrepresenting the Flex as safe or suitable for overnight and/or prolonged infant sleep, and by failing to disclose that the Flex contains a uniform Defect and exposes infants to the risk of serious injury and death, the harm extends to all Class Members and consumers who may purchase the Flex.



181. In addition, because HALO continues to market and sell the Flex as described herein, HALO's actions pose an ongoing risk to the public.

182. As such, a public injunction is necessary to enjoin HALO's continued harm of consumers and the public-at-large.

183. Similarly, should HALO not be enjoined from its unlawful and deceptive conduct, Plaintiff and Class Members face the potential for irreparable future harm, including purchasing the Flex which is not safe or suitable for overnight and/or prolonged infant sleep and instead contains a uniform Defect and exposes infants to the risk of serious injury and death.

### **TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

#### **A. Continuing Act Tolling**

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

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

186. As the creator and manufacturer of the Flex, HALO has had actual knowledge since at least February 13, 2022, *supra* ¶ 129, that the Flex is defectively designed and exposes infants to great risk of serious injury and death.

187. HALO's knowledge of the Defect is evidenced by, amongst other things: numerous complaints by consumers of safety concerns related to the tilt, instances of an infant rolling from back to front and/or onto their side and/or into the mesh side wall of the bassinet, and potential for Defect.

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

**B. Fraudulent Concealment Tolling**

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

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

191. Further, HALO creates consumer confusion in its responses to complaints about the Tilt Hazard, as discussed *supra* ¶ 21.

192. HALO had a duty to disclose to Plaintiff and the Class Members the true quality and nature of the Flex, that the Flex has a uniform dangerous Defect, and that it poses safety concerns and is in fact dangerous.

193. This duty arose, among other things, from HALO's explicit representations that the Flex was safe and suitable for infant sleep, specifically infant back sleep.

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

195. Prior to selling the Flex, HALO knew about the AAP's recommendations concerning safe sleep, which state that babies should sleep flat on their backs in an empty bassinet

or crib that has a firm and flat Sleeping Surface. This is evidenced by the Flex Instruction Manual, which cites directly to the AAP recommendations.<sup>139</sup>

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

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

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

199. The purpose of HALO's concealment of the dangers was to continue to profit from the sale of their popular Flex and to prevent Plaintiff and other Class Members from seeking redress.

200. Plaintiff and the other Class Members justifiably relied on HALO to disclose the true nature of the Flex they purchased and/or owned because that Defect was not discoverable by Plaintiff and the other Class Members through reasonable efforts.

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

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<sup>139</sup> HALO BassiNest Flex Sleep Instruction Manual, July 28, 2011, Available at: [https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual\\_JP\\_MA.pdf](https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JP_MA.pdf) (last accessed May 6, 2024).

### **C. Discovery Rule Tolling**

202. Plaintiff and other Class Members could not have discovered through the exercise of reasonable diligence that their Flex was defective within the time-period of any applicable statutes of limitation.

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

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

205. Plaintiff and other Class Members could not have reasonably discovered and could not have known of facts that would have caused a reasonable person to suspect, that HALO knowingly failed to disclose material information within their knowledge about a dangerous Defect to consumers in the U.S. and elsewhere.

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

### **D. Estoppel**

207. HALO was under a continuous duty to disclose to Plaintiff and other Class Members the fact they knew about the dangerously defective nature of the Flex.

208. HALO knowingly, affirmatively, and actively concealed the true nature, quality, and character of the Flex from Plaintiff and Class Members.

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

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

210. The express and implied warranties relating to the Flex are collectively and individually are the result of surprise and oppression and are so one-sided and overly harsh such that they are both procedurally and substantively unconscionable, as follows:

- a. In its exclusion of “incidental, special, or consequential damages,<sup>140</sup> including negligence,” despite knowing that premature failure of the Flex would almost certainly cause such damages;
- b. In limiting the Warranty remedy “to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above” and “bear[ing] no other damages or expenses,” despite knowing that the damages resulting from premature failure of the Flex would almost certainly exceed repair and/or replacement;
- c. By failing to disclose the Defect at the time of purchase and representing that the Flex is safe and suitable for infant sleep because Plaintiff and Class Members have no reason to suspect that they would need to register the Flex, however, failure to register the Flex is a condition of satisfying the Warranty and a basis for denying warranty claims;
- d. By failing to disclose the Defect at the time of purchase but disclaiming liability except for “defects in material or workmanship,” because Plaintiff and Class Members have no ability to identify the Defect at the time of purchase and/or determine whether HALO will be liable under the Warranty;
- e. In its exclusion of damages “from installation or use in a manner that is consistent with HALO’s written recommendations, specifications, and/or instructions or use of non-recommended parts.”
- f. HALO knew or should have known of the Defect in its Flex prior to and at the time of sale of the Flex to consumers, including from the complaints, many of which were directly reported to HALO, as well as from the consumer complaints and Warranty claims made directly to HALO;
- g. HALO was in a superior position to know of, remedy and disclose the Defect in its Flex to Plaintiff and Class Members, who could not have known of the Defect at the time of purchase;
- h. Plaintiff and Class Members had no bargaining power as they were unable to negotiate the terms of the Warranty, including the durational time limitation or

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<sup>140</sup> <https://www.halosleep.com/halo-bassinest-1-year-limited-warranty> (last accessed May 6, 2024).



disclaimers contained therein. This is further evidenced by the fact the complete Warranty is not included with the Flex packaging, but only referenced in the Flex's User Manual on the last page and refers the consumer to HALO's website "for details,"<sup>141</sup> which therefore demonstrates the Warranty is non-negotiable at prior to or at the time of purchase;

- i. Plaintiff and Class Members had no meaningful choice in the terms of the Warranty, including the durational time limitation or disclaimer contained therein;
- j. Plaintiff and Class Members had no meaningful choice in choosing another brand of bassinets, as any other reputable brand would likewise have warranties containing the same or similar terms and limitations;
- k. There was a substantial disparity between the Parties' bargaining power such that Plaintiff was unable to derive a substantial benefit from the Warranty. A disparity existed because HALO was aware that the Flex was inherently defective, Plaintiff and Class Members had no notice or ability to detect the Defect, HALO knew Plaintiff and Class Members had no notice or ability to detect the Defect even if they could have inspected due to the latency of the Defect, and HALO knew that Plaintiff and Class Members would bear the costs caused by the Defect. This disparity was increased by HALO's knowledge that failure to disclose the Defect would substantially limit the Flex's use and could cause it to fail altogether;
- l. HALO abused the special relationship it created with consumers through its Safe Sleep Marketing and by educating and advocating for infant back sleep and through its designing, manufacturing, marketing, and selling the Flex as a product specifically suitable for infant back sleep such that consumers had no choice other than to trust HALO's representations and thus accept the terms of the warranties;
- m. Plaintiff and Class Members had no ability to discover the Defect at the time of sale due to the latency of the Defect, and without being an expert on material selection and design of infant sleeping devices;
- n. The limitations in the Warranty are grossly inadequate to protect Plaintiff and Class Members from the Defect;
- o. HALO was in breach of the Warranty at the time Plaintiff and Class Members purchased the Flex because it was defective when it comes off the assembly line. Thus, at the time the defective Flex was sold to consumers, HALO was already in violation of the express warranty;
- p. HALO sold the Flex with knowledge of the Defect and of the fact that it may not manifest until after the Flex is in use and thus, posing serious safety concerns to infants;

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<sup>141</sup>[https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual\\_JPMA.pdf](https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JPMA.pdf) (last accessed May 6, 2024).

- q. HALO sold the Flex knowing that it was replacing it with an equally defective Flex that would fail or would likely fail;
- r. HALO sold the Flex knowing that it was not capable of being repaired or replaced with a non-defective Flex within the Warranty period, or thereafter;
- s. Plaintiff and Class Members would have negotiated better terms in the purchase of their Flex and Warranty had they been aware of the Defect, and been able to negotiate such terms; and
- t. The terms of the Warranty unreasonably favor HALO over Plaintiff and Class Members.

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

212. In addition, the Warranty fails of its essential purpose in that (1) the Defect exists at the time the Flex leaves the manufacturing facility; (2) HALO fails to disclose its knowledge of the Defect when contacted by customers about the Flex's failures; and (3) HALO only offers to replace the defective Flex with an equally defective Flex.

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

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

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

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

216. **WHO:** HALO made material misrepresentations and/or omissions of fact, through its Safe Sleep Marketing, on its website representations, product packaging, warranties, owner’s manuals, labeling and marketing, through employees receiving warranty claims, and through authorized retailers of the Flex, which include statements such that the Flex is not defective, has a level Sleeping Surface, and is safe and suitable for infants sleeping on their backs.

217. **WHAT:** HALO’s conduct here was, and continues to be, fraudulent because it omitted and concealed that the Flex is defective, unsafe, and unsuitable for infant sleep in that it contains a uniform Defect that causes the Sleeping Surface to tilt and infants to roll from their backs into dangerous sleep positions. HALO’s employees and representatives made affirmative misrepresentations as a part of HALO’s Safe Sleep Marketing, to Plaintiff and Class Members at the time of purchase regarding the same qualities. Further, HALO’s conduct has the effect of deceiving Plaintiff and Class Members into believing that the Flex is not defective, and instead, has a level Sleeping Surface, and is safe and suitable for infants sleeping on their backs. HALO knew or should have known this safety information is material to the reasonable consumer, including Plaintiff and Class Members, and impacts the purchasing decision, and yet it omits a necessary warning that the Flex is defective, contains an unlevel Sleeping Surface, and is unsafe and unsuitable for infants sleeping on their backs.

218. **WHEN:** HALO made the material misrepresentations and/or omissions, as a part of its Safe Sleep Marketing, detailed herein at the time Plaintiff and Class Members performed research on the Flex to gather information that would aid them in selecting the best bedside sleeper bassinet to purchase, at the time Plaintiff and Class Members purchased the Flex, at the time Plaintiff and Class Members submitted customer reviews regarding safety concerns, and continuously throughout the applicable Class periods.

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

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

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

222. **INJURY:** Plaintiff and Class Members purchased the Flex when they otherwise would not have absent HALO's Safe Sleep Marketing including its misrepresentations and/or omissions, and, alternatively, paid more for the Flex than they would have absent HALO's misrepresentations and/or omissions.

**CLASS ACTION ALLEGATIONS**

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

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

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

**During the fullest period allowed by law, all persons who purchased the BassiNest Flex in the State of California for personal use and not for resale.**

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

226. Plaintiff seeks only damages and equitable relief on behalf of herself and the putative Classes. Plaintiff disclaims any intent or right to seek any recovery in this action for personal injuries, wrongful death, or emotional distress suffered by Plaintiff and/or putative Class Members.

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



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

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

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

- a. Whether the Flex is defective;
- b. Whether the Flex is defectively designed and/or manufactured;
- c. Whether HALO knew or should have known about the Defect in its Flex prior to distributing and selling them to Plaintiff and Class Members;

- d. Whether HALO knew or should have known about the Defect in its Flex after distributing and selling them to Plaintiff and Class Members;
- e. Whether HALO concealed from and/or failed to disclose to Plaintiff and Class Members that the Flex contained a uniform Defect;
- f. Whether HALO engaged in unfair, unconscionable, or deceptive trade practices by selling and/or marketing the Flex containing the Defect;
- g. Whether HALO's claims about the Flex being safe and suitable for any type of sleep including back sleep are true;
- h. Whether HALO's claims about the Flex being safe and suitable for any type of infant sleep including back sleep are reasonably likely to deceive;
- i. Whether HALO's claims about the Flex being safe and suitable for any type of infant sleep including back sleep are material to reasonable consumers;
- j. Whether HALO's practices in marketing, advertising, and packaging the Flex tend to mislead reasonable consumers into believing that the Flex is safe and suitable for infant sleep;
- k. Whether HALO omitted or failed to disclose material information to Plaintiff and Class Members regarding the Flex;
- l. Whether HALO concealed from and/or failed to disclose to Plaintiff and Class Members that the Flex is not safe and not suitable for infant sleep;
- m. Whether HALO engaged in false or misleading advertising by selling, packaging, and/or marketing the Flex;
- n. Whether HALO has violated consumer protection statutes;
- o. Whether HALO has been unjustly enriched;
- p. Whether HALO breached the implied warranty of merchantability;
- q. Whether HALO breached express warranties relating to the Flex;
- r. Whether HALO's Warranty for the Flex is unconscionable;
- s. Whether Plaintiff and Class Members either paid a premium for the Flex that they would not have paid but for its false representations or would not have purchased it at all;
- t. Whether Plaintiff and the members of the Class have been injured by HALO's misconduct, and the proper measure of their losses as a result of those injuries;

- u. Whether Plaintiff and the members of the Class are entitled to damages, including compensatory, exemplary, and statutory damages, and the amount and nature of such damages; and
- v. Whether Plaintiff and the members of the Class are entitled to injunctive, declaratory, or other equitable relief including enjoining HALO from selling and marketing the Flex containing the Defect and/or implementing a corrective advertising campaign to alert caregivers to the safety concerns and dangers of the Flex and educating them about the safety standards for bedside sleeper bassinets for infants.

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

232. **Adequate Representation:** Plaintiff will fairly and adequately protect the interests of Class Members. She has no interests antagonistic to those of Class Members. Plaintiff retained attorneys experienced in the prosecution of class actions, including consumer products, product defects, misrepresentation, mislabeling, and class actions, and Plaintiff intends to prosecute this action vigorously.

233. **Injunctive/Declaratory Relief:** The elements of Rule 23(b)(2) are met. HALO will continue to commit the unlawful practices alleged herein, and Plaintiff and Class Members will continue to be deceived by HALO's misrepresentations and omissions and unknowingly be exposed to the risk of serious and life-threatening harm associated with the Flex. HALO has acted and refused to act on grounds that apply generally to the Class, such that final injunctive relief, public injunctive relief, and corresponding declaratory relief are appropriate respecting the Class as a whole. Injunctive relief, and specifically public injunctive relief, is necessary in this action.

234. Plaintiff further seeks injunctive and declaratory relief requiring HALO to cease its unfair, deceptive, and unlawful conduct, including the following:

- a. Undertake an immediate public information campaign to inform consumers the truth about the Defect, including at the time of sale of the Flex;
- b. Adequately disclose the Defect to consumers at the time of sale of the Flex; and
- c. Remedy the Defect.

235. Plaintiff also seeks a declaration that the Flex suffers from the Defect and that the warranty covers the Defect, which existed at the time of sale of the Flex to consumers, which was known to HALO and unknown to consumers.

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

237. **Predominance and Superiority:** Plaintiff and Class Members have all suffered and will continue to suffer risk of harm and damages as a result of HALO's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, Class Members would likely find the cost of litigating their claims prohibitively high given the average price point of the Flex and would therefore have no effective remedy at law. Because of the relatively small size of Class Members' individual claims, it is likely that few Class Members could afford to seek legal redress for HALO's misconduct. Absent a class action, Class Members will continue to incur damages, and HALO's misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

238. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

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

**FIRST CLAIM FOR RELIEF**  
***Breach of Express Warranty***  
**(Plaintiff Individually and on Behalf of the California Class)**

240. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

241. Defendant manufactures, markets, advertises, distributes, and sells the Flex as part of its regular course of business.

242. Plaintiff and Class Members purchased the Flex either directly from HALO or through authorized retailers, such as Walmart, Target, Amazon, and other baby product retailers.

243. Plaintiff and Class Members are “consumers” as defined in Uniform Commercial Code §2-103(1)(c) and related State provisions.

244. HALO is and was at all relevant times a “merchant” and “seller” under U.C.C. § 2-313, and related State provisions.

245. The Flex is a “good” as defined in U.C.C. §2-103(1)(k) and related State provisions.

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



247. HALO's warranty representations consist of the product Warranty.<sup>142</sup> Each Flex has an identical or substantially identical warranty.

248. In its warranty, HALO warrants that, "the product accompanied by this limited warranty is free from defects in material or workmanship for a period of one (1) year from the date of original purchase."<sup>143</sup>

249. HALO's warranty representations further consist of its uniform labeling and advertising, including and its Safe Sleep Marketing, which is displayed on the Flex's packaging, on HALO's website, the websites of HALO's authorized retailers, and through its Instruction Manual.

250. Through the Flex's uniform labeling and advertising, including and its Safe Sleep Marketing, which is displayed on the Flex's packaging, on HALO's website, the websites of HALO's authorized retailers, and through its Instruction Manual, HALO made affirmations of facts or promises, and expressly warranted that the Flex was safe for infant sleep on their backs and complied with applicable industry guidance, standards, and recommendations.

251. The express written warranties covering the Flex were a material part of the bargain between HALO and consumers. At the time it made these express warranties, HALO knew of the purpose for which the Flex was to be used and that reasonable consumers were purchasing the Flex because they believed it to be as labeled and marketed.

252. HALO was obligated under the terms of the express warranties not to sell the Flex with the Defect and/or to replace the defective Flex with a comparable non-defective product for Plaintiff and Class Members.

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<sup>142</sup> HALO 1-YEAR LIMITED WARRANTY, HALOSLEEP.COM, <https://www.halosleep.com/halo-bassinest-1-year-limited-warranty> (last accessed May 6, 2024).

<sup>143</sup> HALO 1-YEAR LIMITED WARRANTY, HALOSLEEP.COM, <https://www.halosleep.com/halo-bassinest-1-year-limited-warranty> (last accessed May 6, 2024).

253. As the manufacturer, marketer, advertiser, distributor and seller of the Flex, HALO is the only party with knowledge of the Defect, including that it exists prior to and at the time of sale.

254. HALO breached the express warranties because:

- a. HALO sold the Flex with the Defect, which exists at the time the FLEX leaves the manufacturing plant and at the time of purchase, which was known to HALO and unknown to consumers at the time of sale;
- b. The Flex is, in actuality, not free of defects, not made from merchantable material and workmanship, does not contain a level Sleeping Surface, is unsafe and unsuitable for use by infants sleeping on their backs, and cannot be used for its ordinary and intended purpose as an infant sleeper;
- c. HALO placed the Flex into the stream of commerce and sold them to consumers, when the Flex does not conform to Defendant's Safe Sleep Marketing, as it does not contain a level Sleeping Surface, is unsafe and unsuitable for use by infants sleeping on their backs, and cannot be used for its ordinary and intended purpose as an infant sleeper;
- d. HALO failed to disclose and actively concealed the Defect from consumers; and
- e. HALO improperly and unlawfully denies valid warranty claims, and it has failed or refused to adequately repair or replace the Flex with non-defective units.

255. HALO breached its express warranties to not sell a defective product and/or to adequately repair or replace the Flex despite its knowledge of the Defect, and its knowledge of alternative designs, materials, and/or options for manufacturing the Flex.

256. HALO unilaterally imposed the warranty limitations and exclusions solely for its own benefit at the expense of Plaintiff and Class Members, making the warranty unconscionable as described herein and failing of its essential purpose.

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

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

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

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

**§2-302. Unconscionable Contract or Clause**

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

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

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

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

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

264. HALO was provided reasonable notice of the aforementioned breaches through hundreds of consumer complaints with HALO and authorized retailers regarding the Defect and its Tilt Hazard as a result of the Defect and via Plaintiff's notice letters mailed on November 22, 2023, and the *Marble* litigation filed in December of 2023.

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

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

267. Further, despite having notice and knowledge of the defective nature of the Flex, HALO continued to market, advertise, distribute and sell the Flex with the deceptive and misleading Safe Sleep Marketing, and failed to disclose the Defect to consumers.

268. To the extent that HALO offered to replace, or did replace, the defective Flex, the warranty of replacement fails in its essential purpose given it is insufficient to make Plaintiff and Class Members whole because the warranty covering the Flex gives HALO the option to replace

the Flex with an identical, equally defective Flex. Specifically, in its course of business, HALO often has opted to provide a replacement Flex to complaining consumers; however, the replacement Flex likewise contains the Defect, resulting in the same safety risks to infants, and the same or similar damages can occur. Accordingly, recovery by Plaintiff and Class Members are not restricted to the promises in any written warranties, and they seek all remedies that may be allowed.

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

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

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

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

273. Plaintiff and Class Members have privity of contract with Defendant through their purchase of the Flex, and through the express warranties that Defendant issued to its consumers, including its Safe Sleep Marketing. Defendant's warranties accompanied the Flex and were intended to benefit end-users of the Flex, including Plaintiff and Class Members.

274. Further, HALO's warranties expressly apply to the original purchaser and any succeeding owner of the Flex purchased within the USA, creating privity between HALO on the one hand, and Plaintiff and Class Members on the other.



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

276. Plaintiff and Class Members would not have purchased the Flex, or would have paid less for it, had they known of the Defect and that the Flex could not conform to the Safe Sleep Marketing.

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

278. As a direct and proximate result of HALO's breach of its express written warranties, Plaintiff and Class Members suffered damages and did not receive the benefit of the bargain and suffered damages at the point of sale stemming from their overpayment for the Flex, in addition to loss of use of the product and its intended benefits.

279. Plaintiff and Class Members are therefore entitled to legal and equitable relief including damages, costs, attorneys' fees, rescission, and all such other relief deemed appropriate, for an amount to compensate them for not receiving the benefit of their bargain.

**SECOND CLAIM FOR RELIEF**  
***Breach of Implied Warranties***  
**(Plaintiff Individually and on Behalf of the California Class)**

280. Plaintiff, individually and on behalf of California Classes, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

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

282. The Flex was and is, at all relevant times, a “good” within the relevant laws and HALO knew or had reason to know of the specific use for which the Flex, as a good, was purchased.

283. HALO entered into agreements with retailers, suppliers, and/or contractors to sell its Flex to be used by Plaintiff and Class Members.

284. HALO provided Plaintiff and Class Members with implied warranties that the Flex was merchantable and fit for the ordinary purposes for which the Flex was used and sold and was not otherwise injurious to consumers, that the Flex would pass without objection in the trade, be of fair and average quality, and conform to the promises and affirmations of fact made by HALO in its Safe Sleep Marketing, which appears on the Flex’s label. This implied warranty of merchantability is part of the basis for the benefit of the bargain between HALO, and Plaintiff and Class Members.

285. However, at the time of delivery, HALO breached the implied warranty of merchantability because the Flex is not fit for its ordinary purpose of providing a reasonably safe infant bassinet with a level Sleeping Surface that is suitable for infants sleeping on their backs because, *inter alia*, the Flex contains the Defect rendering the Flex’s Sleeping Surface unlevel and

the entire Flex unsafe and unsuitable for infant sleep, and unreasonably dangerous. Therefore, the Flex is not fit for its particular purpose as a safe infant sleeper.

286. Likewise, the Flex fails to conform with its label promises (*i.e.*, the Safe Sleep Marketing) as described herein, which include HALO's representations on the product packaging that the Flex "makes *safe* close sleep easier" and provides a place for "*safe* sleep at home or on-the go."

287. As alleged herein, Plaintiff was forced to completely discontinue her use of the Flex shortly after her purchase when the Defect was discovered due to the ongoing safety risk of placing her infant in an unsafe sleeping environment.

288. The aforementioned problems associated with Flex constitute safety risks, such that the Flex does not provide a level Sleeping Surface and is not safe nor suitable for infants sleeping on their backs, and therefore, there is a breach of the implied warranty of merchantability.

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

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

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

not intended to be resold after use or returned to a retailer.”<sup>144</sup> Likewise, it was reasonably foreseeable that Plaintiff and Class Members would be the intended beneficiary of the Flex and warranties.

292. HALO impliedly warranted that the Flex is safe, suitable for infant sleep, of merchantable quality, and fit for its intended purpose. These implied warranties included, among other things: (i) a warranty that the Flex manufactured, supplied, distributed, and/or sold by HALO provided a level Sleeping Surface and was safe and suitable for infants sleeping on their backs; (ii) a warranty that the Flex would be fit for its intended use while the Flex is being used; and (iii) a warranty that the Flex would conform to all of the promises and affirmations of fact on the product’s label.

293. Contrary to the applicable implied warranties, the Flex, at the time of sale and thereafter, was and is not fit for its ordinary and intended purpose of providing Plaintiff and Class Members with a reasonably reliable and safe infant bassinet sleeper. Instead, the Flex contains a defective design and/or manufacture and defective assembly instructions, as alleged herein. As a result of the Defect, the Flex fails to conform with the promises or affirmations of fact on its label.

294. HALO breached the implied warranties because the Flex was and is sold with the Defect, which prevents the Flex from even the most basic degree of fitness for ordinary use as a reliable and safe infant bassinet sleeper.

295. HALO’s attempt to limit or disclaim any implied warranties is unconscionable and therefore unenforceable.

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<sup>144</sup> HALO BassiNest Flex Sleep Instruction Manual, July 28, 2011, Available at: [https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual\\_JP\\_MA.pdf](https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JP_MA.pdf) (last accessed April 24, 2023).

296. Plaintiff's complete inability to use the Flex for its intended purpose, resulting from the fact that the Flex did not meet the most basic degree of fitness for providing a safe sleep space for infants, renders any attempts to limit or disclaim damages substantively unconscionable.

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

298. Plaintiff's inability to view HALO's purported disclaimers prior to her purchase, along with her inability to negotiate its terms or make a different choice at the time of purchase, renders any disclaimers procedurally unconscionable. The unavailability of additional warranty coverage from HALO further demonstrates the disclaimer of implied warranties is procedurally unconscionable.

299. Contrary to the applicable implied warranties, the Flex, at the time of sale and thereafter, was not fit for its ordinary and intended purpose of providing a safe sleeping space for infants. Instead, the Flex suffered, and continues to suffer, from the Defect as alleged herein.

300. HALO's failure to adequately repair or replace the dangerous Flex caused the warranty to fail in its essential purpose.

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



**THIRD CLAIM FOR RELIEF**  
**(In the Alternative)**  
***Unjust Enrichment***  
**(Plaintiff Individually and on Behalf of the California Class)**

302. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

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

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

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

306. HALO's acts and business practices offend the established public policy of California, as there is no societal benefit from false advertising, only harm. While Plaintiff and

Class Members were harmed at the time of purchase, HALO was unjustly enriched by their misrepresentations, false statements and/or material omissions.

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

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

309. Plaintiff and Class Members conferred significant financial benefits and paid substantial compensation to HALO for their Flex, which was not as HALO represented it to be.

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

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

**FOURTH CLAIM FOR RELIEF**

***Fraud***

**(Plaintiff Individually and on Behalf of the Nationwide Class and, in the alternative California Class)**

311. Plaintiff, individually and on behalf of Nationwide Class and, in the alternative, the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

312. HALO knew or should have known that the Flex contains the dangerous Defect causing the Tilt Hazard and rendering the Flex unsafe and unsuitable for infants sleeping on their back.

313. HALO provided Plaintiff and Nationwide Class Members with false or misleading material information and failed to disclose material facts about the true nature of the Flex, including but not limited to the fact it contains the dangerous Defect causing the Tilt Hazard and rendering the Flex unsafe and unsuitable for infants sleeping on their backs contrary to HALO's misrepresentations.

314. HALO promised consumers that the Flex was fit for its intended purpose and that it was free of defects, that it provided a level Sleeping Surface, and was safe and suitable for infants sleeping on their backs through its Safe Sleep Marketing.

315. HALO had exclusive knowledge of the Flex's Defect and the resulting Tilt Hazard at the time of sale and at all other relevant times. Neither Plaintiff nor Nationwide Class Members, in the exercise of reasonable diligence, could have independently discovered the true nature of the Flex prior to purchase.

316. HALO had the capacity to, and did, deceive Plaintiff and Nationwide Class Members into believing they were purchasing a bassinet with a level Sleeping Surface that was safe and suitable for infants sleeping on their backs.

317. HALO undertook active and ongoing steps to conceal the presence of the Defect in the Flex. Plaintiff is not aware of anything in HALO's advertising, publicity, or marketing materials that disclosed the truth about the Flex, despite HALO's awareness of the problem.

318. The facts concealed and/or not disclosed by HALO to Plaintiff and Nationwide Class Members are material facts in that a reasonable person would have considered them fundamental in deciding whether to purchase (or pay the same price for) the Flex.

319. HALO intentionally concealed and/or failed to disclose material facts for the purpose of inducing Plaintiff and Nationwide Class Members to act thereon.

320. Plaintiff and Nationwide Class Members justifiably acted or relied upon the concealed and/or nondisclosed facts to their detriment, as evidenced by their purchase of the Flex.

321. The misrepresentations and omissions made by HALO, upon which Plaintiff and Nationwide Class Members reasonably and justifiability relied, were intended to induce and actually induced Plaintiff and Nationwide Class Members to purchase the Flex.

322. Plaintiff and Nationwide Class Members suffered a loss of money in an amount to be proven at trial as a result of HALO's fraudulent concealment and nondisclosure because they would not have purchased the Flex, or would not have purchased the Flex for the price they did, if the true facts concerning the Flex had been known.

323. Plaintiff and Nationwide Class Members are entitled to all relief the Court proper as a result of HALO's actions described herein.

**FIFTH CLAIM FOR RELIEF**  
***Violations of The California Legal Remedies Act ("CLRA"),***  
**Cal. Civil Code §§ 1750, *et seq.***  
**(Plaintiff Individually and on Behalf of the California Class)**

324. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

325. The conduct described herein took place in the State of California and constitutes unfair methods of competition or deceptive acts or practices in violation of the Consumers Legal Remedies Act ("CLRA"), Civil Code §§ 1750, *et seq.*

326. The CLRA applies to all claims of all California Class Members because the conduct which constitutes violations of the CLRA by Defendant occurred within the State of California.

327. The Flex is a “good” within the meaning of the statute under Cal. Civil Code § 1761(a).

328. Plaintiff and California Class Members are “consumers” as defined by Civil Code § 1761(d).

329. Plaintiff and the California Class Members’ purchases of the Flex are “transactions” as defined by Civil Code § 1761(e).

330. As set forth below, the CLRA deems the following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which does result in the sale or lease of goods or services to any consumer as unlawful:

- a. “Representing that goods ... have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have.” Civil Code § 1770(a)(5);
- b. “Representing that goods ... are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.” Civil Code § 1770(a)(7);
- c. “Advertising goods or services with intent not to sell them as advertised.” Civil Code § 1770(a)(9);
- d. “Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law.” Civil Code § 1770(a)(14); and
- e. “Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.” Civil Code § 1770(a)(16).

331. HALO engaged in unfair competition or unfair or deceptive acts or practices in violation of Cal. Civil Code § 1770(a)(5), (a)(7), (a)(9), (a)(14), and (a)(16) when it manufactured, supplied, distributed, and/or sold the Flex which was advertised and/or warranted as safe and suitable for infant sleep, but otherwise concealed a known Defect rendering the Flex unsafe and unsuitable for infant sleep.



332. More specifically, HALO misrepresented, *inter alia*, that the Flex was suitable for infants sleeping on their backs, when the defective design of the Flex results in the Tilt Hazard causing babies to roll from their back to their sides and stomachs before developmentally appropriate.

333. Further, HALO misrepresented in its Warranty, *inter alia*, that the Flex was “free from defects in material or workmanship for a period of one (1) year from the date of original purchase.”<sup>145</sup>

334. HALO knowingly and willfully represented that the Flex is safe and suitable for infant sleep including infants sleeping on their back, despite its knowledge that the Flex contained the Defect, as described in detail herein.

335. HALO’s misrepresentations and omissions were material to Plaintiff’s and California Class Members’ decisions to purchase the Flex.

336. As a result of HALO’s misrepresentations and omissions, Plaintiff and California Class Members purchased and paid for products that did not conform to HALO’s promises that the Flex would provide a safe infant sleep space, and they were deprived of the benefit of their bargain and spent money on products they would not have purchased had they known the true facts regarding the Defect.

337. HALO’s business practices are misleading and/or likely to mislead consumers and should be enjoined.

338. Pursuant to Cal. Civ. Code § 1782, Plaintiff notified HALO in writing by certified mail sent on November 22, 2023 of its violations of § 1770 described above. Plaintiff’s letter

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<sup>145</sup> HALO 1-YEAR LIMITED WARRANTY, HALOSLEEP.COM, <https://www.halosleep.com/halo-bassinest-1-year-limited-warranty> (last accessed May 6, 2024).

demanded HALO correct the problems associated with the actions above, and HALO has failed to take any corrective action.

339. In accordance with Civil Code § 1780(a), Plaintiff and the other California Class Members seek injunctive and equitable relief for HALO's violations of the CLRA, including an injunction to enjoin Defendants from continuing its deceptive sales practices. Pursuant to California Civil Code § 1780(a)(1)-(5) and § 1780(e), Plaintiff seeks an order enjoining Defendant from the unlawful practices described above, a declaration that Defendant's conduct violates the Consumers Legal Remedies Act, money damages, reasonable attorneys' fees and litigation costs, and any other relief the Court deems proper under the CLRA.

**SIXTH CLAIM FOR RELIEF**  
***Violations of The California Unfair Competition Law ("UCL"),***  
**Cal. Bus. & Prof. Code §§ 17200, Et Seq.**  
**(Plaintiff Individually and on Behalf of the California Class)**

340. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

341. HALO violated the UCL, pursuant to Cal. Bus. & Prof. Code § 17200, by engaging in "unfair competition" which is defined as "any unlawful, unfair, or fraudulent business practices [including] unfair, deceptive, untrue or misleading advertising."

342. HALO's actions, as alleged herein, constitute fraudulent, unfair, deceptive, and unlawful business practices committed in violation of the UCL because it violated the CLRA, as described above.

343. All of the conduct and representations alleged herein occurred in the course of HALO's business and were part of a pattern or generalized course of illegal conduct.

344. HALO's conduct was fraudulent because HALO failed to disclose the Defect associated with the Flex.

345. HALO's conduct was unfair because it was specifically designed to and did induce Plaintiff and California Class Members to purchase the Flex.

346. HALO's conduct was deceptive because it was specifically designed to and did induce Plaintiff and California Class Members to purchase the Flex despite knowing that it contained the dangerous Defect.

347. Plaintiff and California Class Members reasonably and justifiably relied on HALO's conduct alleged herein. But for such conduct, Plaintiff and California Class Members would not have purchased the Flex or would have paid less for it.

348. As a result of HALO's conduct, Plaintiff and California Class Members have suffered injury-in-fact, lost money, and potential damage to property, in that they have incurred actual costs to repair and/or replace the Flex upon manifestation of the Defect.

349. Plaintiff and California Class Members seek to recover from HALO restitution of earnings, profits, compensation, and benefits obtained as a result of the practices that are illegal under the aforementioned statute.

**SEVENTH CLAIM FOR RELIEF**  
***Violations of The California False Advertisement Law ("FAL")***  
**CAL. BUS. & PROF. CODE §§ 17500, *ET SEQ.***  
**(Plaintiff Individually and on Behalf of the California Class)**

350. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

351. The conduct described herein took place within the state of California and constitutes deceptive or false advertising in violation of the FAL, Cal. Bus. & Prof. Code §§ 17500, *et seq.*

352. Pursuant to the FAL, "It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or

to perform services” to disseminate any statement “which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

353. Defendant marketed, labeled, and represented the Flex as merchantable and fit for the ordinary purposes for which they were used and sold and were not otherwise injurious to consumers.

354. More specifically, HALO misrepresented through its Safe Sleep Marketing, *inter alia*, that the Flex is a bassinet with a level Sleeping Surface that is safe and suitable for infants sleeping on their backs, and warrants that the Flex was “free from defects in material or workmanship for a period of one (1) year from the date of original purchase.”<sup>146</sup>

355. To the contrary, the Flex contained the dangerous Defect at the time of purchase and no reasonable consumer would believe that, in light of the dangerous Defect resulting in the Tilt Hazard, that the Flex was merchantable or fit for the ordinary purpose for which it was used and sold or was not otherwise injurious to consumers, where Plaintiff and Class Members could not immediately identify the Defect.

356. At the time of their misrepresentations, Defendant was either aware of the Defect or was aware that it lacked the information and/or knowledge required to make such a representation truthfully. Defendant concealed, omitted, and failed to disclose this information to Plaintiff and California Class Members.

357. Defendant’s descriptions of the Flex were false, misleading, and likely to deceive Plaintiff and other reasonable consumers.

358. Defendant’s conduct therefore constitutes deceptive or misleading advertising.

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<sup>146</sup> HALO 1-YEAR LIMITED WARRANTY, HALOSLEEP.COM, <https://www.halosleep.com/halo-bassinest-1-year-limited-warranty> (last accessed May 6, 2024).

359. Plaintiff has standing to pursue claims under the FAL as she reviewed and relied on Defendant's packaging, advertising, representations, and marketing materials regarding the Flex when selecting and purchasing the Flex.

360. In reliance on the statements made in Defendant's advertising and marketing materials and Defendant's omissions and concealment of material facts regarding the quality and use of the Flex, Plaintiff and California Class Members purchased the Flex.

361. Had Defendant disclosed the true nature of the Flex (that it contained the dangerous Defect), Plaintiff and California Class Members would not have purchased the Flex or would have paid substantially less for them.

362. As a direct and proximate result of Defendant's actions, as set forth herein, Defendant has ill-gotten gains and/or profits, including but not limited to money from Plaintiff and California Class Members who paid for the Flex, which contained the Defect.

363. Plaintiff and California Class Members seek injunctive relief, restitution, and disgorgement of any monies wrongfully acquired or retained by Defendant and by means of its deceptive or misleading representations, including monies already obtained from Plaintiff and California Class Members as provided for by the FAL.

**EIGHTH CLAIM FOR RELIEF**  
**(In The Alternative)**  
***Negligent Misrepresentation***  
**(Plaintiff Individually and on Behalf of the California Class)**

364. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

365. Pursuant to California law, a plaintiff must prove the following for a negligent misrepresentation claim: (1) a false statement of a material fact; (2) Defendant's knowledge that the statement was false; (3) Defendant's intent that the statement induces a plaintiff to act; (4)



Plaintiff's reliance upon the truth of the statement; and (5) Plaintiff's damages resulting from reliance on the statement.

366. As a seller of the Flex and merchant, and the self-proclaimed "Safe Sleep Expert,"<sup>147</sup> HALO had a duty to give correct information to Plaintiff and Class Members regarding the truth and accuracy regarding the material facts concerning the serious safety risks posed by the Flex including knowledge of the Defect. HALO had sole possession and control of this information and had a duty to disclose it accurately to Plaintiff and Class Members.

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

368. HALO intended the sale of the Flex to not only affect Plaintiff and Class Members, but HALO actually considered the particular needs of caregiving consumers and designed, manufactured, and sold the Flex for those consumers to meet their particular needs. Specifically, HALO states on its website that "You Asked, We Listened[.] Flex includes the safe sleep features parents love, but in a portable design that's half the weight of our original bassinet. Use Flex around the house as a safe nap space, or take it on-the-go for travel."<sup>148</sup>

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

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<sup>147</sup> *Safe Sleep Mission*, HALOSLEEP.COM, <https://www.halosleep.com/safe-sleep-mission> (last accessed May 6, 2024).

<sup>148</sup> *HALO BassiNest Flex*, HALOSLEEP.COM, <https://www.halosleep.com/safe-sleep-mission> (last accessed May 6, 2024).

370. HALO made misrepresentations to Plaintiff and Class Members through its Safe Sleep Marketing, *inter alia*, that the Flex is a bassinet with a level Sleeping Surface that is safe and suitable for infants sleeping on their backs. Additionally, HALO falsely represented to Plaintiff and Class Members that the Flex could be used by infants sleeping on their back as recommended by HALO.<sup>149</sup> These misrepresentations were made with the direct purpose of inducing Plaintiff and Class Members into purchasing the Flex.

371. Because the Defect in the Flex could not be detected until after it manifested, and because HALO has denied and purposefully concealed the defective nature of the Flex and the serious safety risks caused by the Defect, Plaintiff and the Class Members were not reasonably able to discover the Defect, despite their exercise of due diligence.

372. HALO knew, or otherwise should have known, that the Flex contained the Defect and posed serious safety risks to infants, including Plaintiff and Class Members based upon: (1) HALO's own internal testing, data, and surveys; (2) numerous consumer complaints lodged directly with HALO; (3) numerous consumer complaints lodged to retailers; (4) multiple consumer complaints and reports lodged with the CPSC; and (5) through the lawsuit *Marble, et al. v. Halo Innovations, Inc.*, 1:23-cv-11048 (S.D.N.Y.), filed on December 20, 2023.

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

374. HALO omitted, concealed, and failed to disclose to consumers that the Flex poses serious safety risks to infants, including that the Flex is inherently defective; unreasonably dangerous; not fit to be used for its intended purpose; and/or is capable of causing serious injury

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<sup>149</sup> *Id.*; HALO BassiNest Flex Instruction Manual, July 28, 2011, Available at: [https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual\\_JP\\_MA.pdf](https://www.halosleep.com/media/pdf/23419%20Bassinest%20Flex%20Owners%20Manual_JP_MA.pdf) (last accessed May 6, 2024).

and death to infants. Rather than disclose this information, HALO marketed the Flex as safe and suitable for its intended purpose as an infant sleeper.

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

376. The facts concealed and/or not disclosed by HALO to consumers, including Plaintiff and other Class Members, were material, in part, because they concerned an essential aspect of the Flex, including the intended use and safety. Such facts affect the conduct of purchasers, and a reasonable person would have considered those facts to be important in deciding whether to purchase the Flex. Rather than disclose this information, HALO marketed and labeled the Flex as a safe infant sleeper.

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

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

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

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

**NINTH CLAIM FOR RELIEF**

***Negligence***

**(Plaintiff Individually and on Behalf of the California Class)**

381. Plaintiff, individually and on behalf of the California Class, brings this cause of action and hereby adopts and incorporates by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

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

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

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

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

386. HALO knew, or otherwise should have known, that the Flex posed serious safety risks to infants, including Plaintiff's and the other Class Members' infants, based upon: (1) their



own internal testing, data, and surveys; (2) numerous consumer complaints lodged directly with HALO; (3) numerous consumer complaints lodged with HALO's authorized retailers; (4) multiple consumer complaints and reports lodged with the CPSC, and (5) the CPSC's Staff Report recognizing that cantilever-designed infant bassinets are problematic and potentially dangerous.<sup>150</sup>

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

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

389. HALO omitted, concealed, and failed to disclose to consumers that the Flex poses serious safety risks to infants, including that the Flex was inherently defective; unreasonably dangerous; not fit to be used for its intended purpose; contained a Defect resulting in the Tilt Hazard; created an unsafe sleeping environment for infants and can and has caused infants to roll from their backs to dangerous sleep positions. Rather than disclose this information, HALO, through its Safe Sleep Marketing, *inter alia*, marketed the Flex as a bassinet with a level Sleeping Surface that is safe and suitable for infants sleeping on their backs.

390. As such, HALO breached the duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, testing, marketing, supply, promotion, advertisement, packaging, sale, and distribution of the Flex, in that HALO manufactured,

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<sup>150</sup> CPSC Staff Letter to ASTM Subcommittee Chair for Bassinets, CPSC.gov, <https://www.cpsc.gov/s3fs-public/BassinetwcantileverltrAttachedSpreadsheet-120821.pdf?VersionId=fyFz2Ac9HFDyp0yWa83WphujK.KJHEVS> (last accessed May 6, 2024).

marketed, promoted, and sold the Flex with the uniform Defect, which leads to the Sleeping Surface to tilt, knew or had reason to know of the Defect inherent in the Flex, knew or had reason to know that an infant's use of the Flex created a significant risk of serious injury and death and is unreasonably dangerous for infants, and failed to prevent or adequately warn of these risks and injuries.

391. In breach of its duties, HALO negligently:

- a. Failed to design, manufacturer, formulate, and package the Flex without the uniform Defect;
- b. Designed, manufactured, and formulated the Flex such that it contained the uniform Defect;
- c. Failed to conduct adequate research and testing to determine the extent to which use of the Flex was likely to cause the Tilt Hazard in the Sleeping Surface and cause infants to roll from their backs to dangerous sleep positions;
- d. Failed to conduct adequate research and testing to determine the extent to which the Flex was likely to cause or contribute to causing cause the Tilt Hazard in the Sleeping Surface and cause infants to roll from their backs to dangerous sleep positions; and
- e. Failed to warn that the Flex could and has caused infants to roll from their backs to dangerous sleep positions.

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

393. HALO was negligent in the following respects:

- a. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing the Flex without thorough and adequate pre-and post-market testing;
- b. Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing the Flex while negligently and/or intentionally concealing and failing to disclose the results of trials tests, and,

consequently, the risk of serious injury and death associated with use of the Flex;

- c. Failing to undertake sufficient studies and conduct necessary testing and adverse event analysis to determine whether the Flex was safe for its intended use as an infant sleeper;
- d. Failing to use reasonable and prudent care in the design, research, manufacture, and development of the Flex to avoid the risk of serious harm and death to infants associated with the prevalent use of the Flex as an infant sleeper.
- e. Failing to design, test, and manufacture the Flex to ensure it was at least as flat, safe, and effective as other infant sleepers on the market;
- f. Failing to provide adequate instructions, guidelines, and safety precautions to those consumers who HALO could reasonably foresee would use the Flex;
- g. Failing to disclose to Plaintiff, Class Members, users/consumers, and the general public that use of the Flex presented risks or serious injury of death to infants;
- h. Failing to warn Plaintiff and Class Members, consumers, and the general public that the Flex's risk of harm was unreasonable and that there were safer and effective alternative infant sleeper available to Plaintiff and other consumers;
- i. Systematically suppressing or downplaying contrary evidence about the risks, incidence, and prevalence of the Tilt Hazard caused by the Defect uniformly present in the Flex;
- j. Representing that its Flex was safe for its intended use when, in fact, HALO knew or should have known that the Flex was not safe for its intended purpose;
- k. Failing to make and/or submit any changes to the Flex's labeling or other promotional materials that would alert the consumers and the general public of the risks of the Flex;
- l. Advertising, marketing, and recommending the use of the Flex while concealing and failing to disclose or warn of the dangers known by HALO to be associated with or caused by the use of the Flex;
- m. Continuing to disseminate information to its consumers, which indicates or implies that HALO's Flex is safe and suitable for infant sleep; and
- n. Continuing the manufacture and sale of its products with the knowledge that the Flex was unreasonably unsafe and dangerous to infants.

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

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

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

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

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

**PRAYER FOR RELIEF**

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

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

- B. Ordering payment of actual and punitive damages, restitution and disgorgement of all profits and unjust enrichment that HALO obtained from Plaintiff and the Class Members as a result of HALO's unlawful, unfair and fraudulent business practices;
- C. Ordering injunctive relief as permitted by law or equity, issuing an immediate recall the Flex; further permanently enjoining HALO from continuing the unlawful practices as set forth herein, and ordering HALO to engage in a corrective advertising campaign;
- D. Ordering HALO to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Classes;
- E. Ordering HALO to pay both pre- and post-judgment interest on any amounts awarded; and
- F. Ordering such other and further relief as may be just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Dated: June 7, 2024

Respectfully submitted,

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN PLLC**

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*\*Pro hac vice application forthcoming.*

*Attorneys for Plaintiff & Proposed Classes*