

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ELIZABETH McCABE, Individually and on Behalf of
All Others Similarly Situated,

Plaintiff,

-against-

SUNBEAM PRODUCTS, INC.,

Defendant.

1:24-cv-5510

**CLASS-ACTION
COMPLAINT**

INTRODUCTION

1. Plaintiff brings this action individually and intends to maintain it on behalf of all other persons who, during the statute-of-limitations period governing their respective claims set forth herein, purchased, through amazon.com, an “Oster 6-Cup Rice Cooker with Steamer, Red (004722-000-000)” (the “Rice Cooker”) (hereinafter, Plaintiff and the other persons described in this paragraph will be referred to collectively as the “Class,” and each as a “Class Member”).

PARTIES

2. Plaintiff, Elizabeth McCabe (“McCabe”), is a natural person and a resident of the Eastern District of New York.

3. Defendant, Sunbeam Products, Inc. (“Sunbeam”), is a corporation organized and existing under the laws of Delaware, and has a principal place of business in Atlanta, Georgia.

JURISDICTION AND VENUE

4. This Court has subject-matter jurisdiction under 28 U.S.C. Section 1332(d)(2).

5. There are more than one hundred Class Members.

6. The matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

7. Venue is proper in this District under 28 U.S.C. Section 1391(b)(2).

8. This Court has personal jurisdiction over Sunbeam under N.Y. C.P.L.R. Section 302(a)(1) because Sunbeam submitted, pursuant to a contract between Sunbeam and Amazon.com Services, Inc., or a subsidiary thereof (“Amazon”), a listing for the Rice Cooker, which, thereby, appeared in various formats of amazon.com (the “Rice Cooker Product Listing” or “Product Listing”) and placed the Rice Cooker on sale throughout the United States, including New York, which resulted in McCabe’s purchase, in New York, of the Rice Cooker and therefore caused McCabe’s harm to occur in New York.

9. This Court has personal jurisdiction over Sunbeam under N.Y. C.P.L.R. Section 302(a)(3)(i) because: (i) Sunbeam, while outside of New York, submitted the Product Listing to Amazon, which resulted in McCabe’s purchase, in New York, of the Rice Cooker and therefore caused McCabe’s harm to occur in New York; and (ii) Sunbeam derives substantial revenue from goods that are used in New York.

10. This Court has personal jurisdiction over Sunbeam under N.Y. C.P.L.R. Section 302(a)(3)(ii) because: (i) Sunbeam, while outside of New York, submitted the Product Listing to Amazon, which resulted in McCabe’s purchase, in New York, of the Rice Cooker and therefore caused McCabe’s harm to occur in New York; (ii) Sunbeam expected, or should reasonably have expected, the Product Listing to have consequences in New York; and (iii) Sunbeam derives substantial revenue from interstate and international commerce.

FACTS

11. At all relevant times, Sunbeam has distributed the Rice Cooker through the Product Listing.

12. On May 21, 2024, McCabe, while in this District, accessed the Product Listing on the amazon.com desktop website (the “Desktop Version”) and thereupon purchased a Rice Cooker.

13. Many Class Members, including many Reasonable Belief Class Members (as defined in para. “18” herein), purchased their Rice Cooker through the Product Listing on the amazon.com mobile website or through the Product Listing in an amazon.com smart-phone application, each of which, with respect to the allegations set forth herein, were identical, or substantially similar, to the Desktop Version.

14. The Product Listing was geared toward personal, household use of the Rice Cooker, as reflected by the following statement in the Product Listing: “Make personalized meals and side dishes with the Oster 6-Cup Rice Cooker. This rice cooker is the perfect size for couples and small families”

15. McCabe and the other Class Members purchased the Rice Cookers for personal, household use.

16. The Class Members, prior to making their purchases, saw, in the Product Listing, the name of the Rice Cooker, *i.e.*, “Oster 6-Cup Rice Cooker with Steamer, Red (004722-000-000)” (the “Rice Cooker Title”).

17. The term “6-Cup” in the Rice Cooker Title referred to the quantitative capacity of the Rice Cooker.

18. Based upon the common understanding of the word “cup” with respect to quantity, *i.e.*, an eight-fluid-ounce cup (a “Standard Cup”), McCabe and at least a significant portion of the Class reasonably believed, prior to and up to the point of their purchase of the Rice Cooker, that the “Cup” in the Rice Cooker Title (the “Rice Cooker Cup”) was a Standard Cup and that, therefore, the Rice Cooker’s capacity was six Standard Cups; and it reasonably had not occurred to them that the Rice Cooker Cup might be smaller than a Standard Cup, such that, for them, the matter of the size of the Rice Cooker Cup did not call for further investigation (these Class Members will be referred to as the “Reasonable Belief Class Members”).

19. Sunbeam intended that the Class Members would believe that the Rice Cooker Cups were Standard Cups and would rely upon that belief in deciding whether to purchase the Rice Cooker.

20. Sunbeam knew that at least a significant portion of the Class Members would be Reasonable Belief Class Members.

21. Sunbeam knew, and intended, that the Reasonable Belief Class Members would rely upon their belief regarding the Rice Cooker Capacity in deciding whether to purchase a Rice Cooker.

22. Sunbeam knew that the Reasonable Belief Class Members would, based upon their belief regarding the Rice Cooker Capacity, be more likely to purchase a Rice Cooker than they would have been if they had known of the actual Rice Cooker Capacity.

23. In the top-left portion of the Desktop Version was an image of the Rice Cooker (the “Default Image”), beneath which were five thumbnail images (the “Thumbnail Images”), the first of which was the thumbnail-image version of the Default Image.

24. Upon hovering over any of the second through fifth Thumbnail Images, the hovered-over Thumbnail Image replaced the Default Image.

25. The second of the five Thumbnail Images (the “Second Thumbnail Image”) had written materials in its left-hand column, which occupied one-third of the image (the “Left-Hand Third of the Second Thumbnail Image”), and a photograph of the Rice Cooker, which occupied the other two thirds of the image.

26. In the top portion of the Left-Hand Third of the Second Thumbnail Image, the name “Oster” was displayed, which was the only part of the Left-Hand Third of the Second Thumbnail Image that was legible in the thumbnail version of the Second Thumbnail Image, beneath which “Multi-Use Rice Cooker & Steamer” was displayed, beneath which “6-Cup Cooked Rice Capacity*” was displayed; and, near the bottom of the Left-Hand Third of the Second Thumbnail Image, in small

and blurry but reasonably legible print, was stated “*Based on 5.33 Ounce Cup” (the “Second Thumbnail Image Disclaimer”).

27. The Rice Cooker’s User Manual, to which a hyperlink was included in the Product Listing (the “User Manual Hyperlink”), stated: “One rice cup of the Oster® measuring cup included with this unit is equal to 5.33 ounces of uncooked rice. The rice cooker is capable of cooking up to 3 full ‘rice cooker’ Oster® measuring cups of uncooked rice, or 6 (5.33oz) Oster® cups of cooked rice” (the “User Manual Disclaimer,” and, together with the Second Thumbnail Image Disclaimer, the “Disclaimers”).

28. The Reasonable Belief Class Members did not enlarge the Second Thumbnail Image or view the User Manual Disclaimer.

29. The Second Thumbnail Image was not so conspicuously displayed as to make it appear to be important to enlarge it.

30. The User Manual Hyperlink was not so conspicuously displayed as to make it appear to be important to access it, much less to access it and thereupon find the User Manual Disclaimer.

31. The Disclaimers’ reference to a 5.33-ounce cup was to the *weight* ounces, not the *fluid* ounces, of the Rice Cooker Cup, given that the measuring cup that came with the Rice Cooker was a 180ml cup, *i.e.*, a 6.09-fluid-ounce cup.

32. The capacity of the Rice Cooker was 6 x 180ml, *i.e.*, 6 x 6.09 fluid ounces, *i.e.*, approximately 36.5 fluid ounces or 4.56 Standard Cups (the “Rice Cooker Capacity”), which is materially less six Standard Cups.

33. McCabe and the Reasonable Belief Class Members were materially misled by the term “6-Cup” in the Rice Cooker Title.

34. If the Product Listing had conspicuously and accurately represented the Rice Cooker Capacity, the price of the Rice Cooker would have been less than what it actually was, and, therefore,

the Class Members would have paid that lower amount.

CLASS ALLEGATIONS

35. McCabe brings this action individually, and intends to maintain this action, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), on behalf of all other persons who, during the statute-of-limitations period governing their respective claims asserted herein, purchased a Rice Cooker through the Product Listing.

36. There are thousands of persons who are similarly situated to McCabe and would therefore be Class Members.

37. Excluded from the Class are Sunbeam, any subsidiary or affiliate of Sunbeam, and the directors, officers, and employees of Sunbeam or of their subsidiaries and affiliates.

38. McCabe's individual claims are, both factually and legally, typical of the putative claims of the other Class Members.

39. McCabe would fairly and adequately protect the interests of the other Class Members. McCabe has no interests that are antagonistic to, or in conflict with, the other Class Members. Indeed, McCabe's interests are, for purposes of this litigation, coincident with the interests of the other Class Members.

40. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Because the Class is so numerous that joinder of all Class Members is impracticable, and because the damages suffered by most of the individual Class Members are too small to render prosecution of the claims asserted herein economically feasible on an individual basis, the expense and burden of individual litigation make it impractical for Class Members to adequately address the wrongs complained of herein. McCabe knows of no impediments to the effective management of this action as a class action.

41. Common questions of law and fact predominate over questions that affect only individual Class Members. Among those questions are:

- (i) whether the Rice Cooker Product Listing conspicuously and accurately represented the true quantitative capacity of the Rice Cooker;
- (ii) whether a significant portion of the Class reasonably believed that the Rice Cooker Cup was a Standard Cup and that, therefore, the Rice Cooker Capacity was six Standard Cups;
- (iii) whether the difference between a Rice Cooker Capacity of six Standard Cups and a Rice Cooker Capacity of approximately 4.56 Standard Cups is material;
- (iv) whether Sunbeam intended that the Class Members would believe that the Rice Cooker Cups were Standard Cups;
- (v) whether Sunbeam knew that at least a significant portion of the Class Members would believe, prior to and up to the point of their purchase of the Rice Cooker, that the Rice Cooker Cups were Standard Cups;
- (vi) whether Sunbeam knew, and intended, that the Reasonable Belief Class Members would rely upon their belief regarding the Rice Cooker Capacity in deciding whether to purchase the Rice Cooker;
- (vii) whether Sunbeam knew that the Reasonable Belief Class Members would, based upon their belief regarding the Rice Cooker Capacity, be more likely to purchase a Rice Cooker than they would have been if they had known of the actual Rice Cooker Capacity; and
- (viii) whether, if the Rice Cooker Product Listing had not conspicuously and accurately represented the Rice Cooker Capacity, the price of the Rice Cooker was higher than it would otherwise have been.

CAUSES OF ACTION

42. With respect to each of the causes of action asserted below, McCabe repeats and re-alleges, and incorporates herein, each and every allegation contained in paragraphs “1” through “41” inclusive of this Complaint as if fully set forth herein.

ALABAMA DECEPTIVE TRADE PRACTICES ACT
(Ala. Code §§ 8-19-1 - 8-19-15)

43. Sunbeam violated the Alabama Deceptive Trade Practices Act, Ala. Code §§ 8-19-1 - 8-19-15, with respect to those Class Members who, during the one-year period preceding the commencement of the instant lawsuit (the “Action”), were in Alabama when they purchased the Rice Cooker (the “Alabama Class Members”); specifically, Sunbeam violated Ala. Code § 8-19-5(27).

44. The Alabama Class Members are entitled to statutory damages of \$100 pursuant to Ala. Code § 8-19-10(a)(1).

45. The Alabama Class Members are entitled to reasonable legal fees pursuant to Ala. Code § 8-19-10(a)(3).

ALASKA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT
(Alaska Stat. §§ 45.50.471 - 45.50.561)

46. Sunbeam violated the Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. §§ 45.50.471 - 45.50.561, with respect to those Class Members who, during the two-year period preceding the commencement of this Action, were in Alaska when they purchased the Rice Cooker (the “Alaska Class Members”); specifically, Sunbeam violated Alaska Stat. § 45.50.471(a) for the reasons stated in Alaska Stat. § 45.50.471(b)(11).

47. The Alaska Class Members are entitled to statutory damages of \$500 pursuant to Alaska Stat. § 45.50.531(a).

48. The Alaska Class Members are entitled to reasonable legal fees pursuant to Alaska Stat. § 45.50.537(a).

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**DISTRICT OF COLUMBIA CONSUMER
PROTECTION PROCEDURES ACT
(D.C. Code §§ 28-3901 - 3913)**

49. Sunbeam violated the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901 - 3913, with respect to those Class Members who, during the three-year period preceding the commencement of this Action, were in District of Columbia when they purchased the Rice Cooker (the “District of Columbia Class Members”); specifically, Sunbeam violated D.C. Code §§ 28-3904(e).

50. The District of Columbia Class Members are entitled to statutory damages of \$1,500 pursuant to D.C. Code § 28-3905(k)(1)(A).

51. The District of Columbia Class Members are entitled to reasonable legal fees pursuant to D.C. Code § 28-3905(k)(1)(B).

**HAWAII UNFAIR AND DECEPTIVE ACTS OR TRADE PRACTICES ACT
(Haw. Rev. Stat. §§ 480-1 - 480-24)**

52. Sunbeam violated Hawaii Unfair and Deceptive Acts or Trade Practices Act, Haw. Rev. Stat. §§ 480-1 - 480-24, with respect to those Class Members who, during the four-year period preceding the commencement of this Action, were in Hawaii when they purchased the Rice Cooker (the “Hawaii Class Members”); specifically, Sunbeam violated Haw. Rev. Stat. § 480-2(a).

53. The Hawaii Class Members are entitled to statutory damages of \$1,000 pursuant to Haw. Rev. Stat. § 480-13(a)(1).

54. The Hawaii Class Members are entitled to reasonable legal fees pursuant to Haw. Rev. Stat. § 480-13(a)(1).

**IDAHO CONSUMER PROTECTION ACT
(Idaho Code §§ 48-601 - 48-619)**

55. Sunbeam violated the Idaho Consumer Protection Act, Idaho Code §§ 48-601 - 48-619, with respect to those Class Members who, during the two-year period preceding the

commencement of this Action, were in Idaho when they purchased the Rice Cooker (the “Idaho Class Members”); specifically, Sunbeam violated Idaho Code 48-603(17).

56. The Idaho Class Members are entitled to statutory damages of \$1,000 pursuant to Idaho Code 48-608(1).

57. The Idaho Class Members are entitled to reasonable legal fees pursuant to Idaho Code § 48-608(5).

**MASSACHUSETTS CONSUMER PROTECTION ACT
(Mass. Gen. Laws Ch. 93A, §§ 1-11)**

58. Sunbeam violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws Ch. 93a, §§ 1-11, with respect to those Class Members who, during the four-year period preceding the commencement of this Action, were in Massachusetts when they purchased the Rice Cooker (the “Massachusetts Class Members”); specifically, Sunbeam violated Mass. Gen. Laws Ch. 93A, § 2(a).

59. The Massachusetts Class Members are entitled to statutory damages of \$25 pursuant to Mass. Gen. Laws Ch. 93A, § 9(3), or, if the Court finds that Sunbeam’s violation of Mass. Gen. Laws Ch. 93A, § 2(a) was willful or knowing, statutory damages of \$50 to \$75 pursuant to Mass. Gen. Laws Ch. 93A, § 9(3).

60. The Massachusetts Class Members are entitled to reasonable legal fees pursuant to Mass. Gen. Laws Ch. 93A, § 9(4).

**NEW HAMPSHIRE CONSUMER PROTECTION ACT
(N.H. Rev. Stat. Ann. §§ 358-A:1 - 358-A:13)**

61. Sunbeam violated the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. §§ 358-A:1 - 358-A:13, with respect to those Class Members who, during the three-year period preceding the commencement of this Action, were in New Hampshire when they purchased the Rice Cooker (the “New Hampshire Class Members”); specifically, Sunbeam violated N.H. Rev. Stat. Ann. § 358-A:2.

62. The New Hampshire Class Members are entitled to statutory damages of \$1,000 pursuant to N.H. Rev. Stat. Ann. § 358-A:10(I).

63. The New Hampshire Class Members are entitled to reasonable legal fees pursuant to N.H. Rev. Stat. Ann. § 358-A:10(I).

**NEW MEXICO UNFAIR PRACTICES ACT
(N.M. Stat. Ann. §§ 57-12-1- 57-12-26)**

64. Sunbeam violated the New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-1-57-12-26, with respect to those Class Members who, during the four-year period preceding the commencement of this Action, were in New Mexico when they purchased the Rice Cooker (the “New Mexico Class Members”); specifically, Sunbeam violated N.M. Stat. Ann. § 57-12-3.

65. The New Mexico Class Members are entitled to statutory damages of \$100 pursuant to N.M. Stat. Ann. § 57-12-10(B).

66. The New Mexico Class Members are entitled to reasonable legal fees pursuant to N.M. Stat. Ann. § 57-12-10(C).

**NEW YORK CONSUMER PROTECTION FROM
DECEPTIVE ACTS AND PRACTICES ACT
(N.Y. Gen. Bus. Law §§ 349 - 350-f-1)**

67. Sunbeam violated the New York Consumer Protection from Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law §§ 349 - 350-f-1, with respect to those Class Members who, during the three-year period preceding the commencement of this Action, were in New York when they purchased the Rice Cooker (the “New York Class Members”); specifically, Sunbeam violated N.Y. Gen. Bus. Law §§ 349(a) and 350.

68. The New York Class Members are entitled to statutory damages of \$50 pursuant to N.Y. Gen. Bus. Law § 349(h) and statutory damages \$500 pursuant to N.Y. Gen. Bus. Law § 350-e(3).

69. The New York Class Members are entitled to seek reasonable legal fees pursuant to N.Y. Gen. Bus. Law §§ 349(h) and 350-e(3).

OREGON UNLAWFUL TRADE PRACTICES ACT
(Ore. Rev. Stat. §§ 646.605 - 646.700)

70. Sunbeam violated the Oregon Unlawful Trade Practices Act, Ore. Rev. Stat. §§ 646.605 - 646.700, with respect to those Class Members who, during the one-year period preceding the commencement of this Action, were in Oregon when they purchased the Rice Cooker (the “Oregon Class Members”); specifically, Sunbeam violated Ore. Rev. Stat. § 646.608(1)(u).

71. The Oregon Class Members are entitled to statutory damages of \$200 pursuant to Ore. Rev. Stat. § 646.638(1).

72. The Oregon Class Members are entitled to reasonable legal fees pursuant to Ore. Rev. Stat. § 646.638(3).

RHODE ISLAND DECEPTIVE TRADE PRACTICES ACT
(R.I. Gen. Laws §§ 6-13.1-1 - 6-13.1-30)

73. Sunbeam violated the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws §§ 6-13.1-1 - 6-13.1-30, with respect to those Class Members who, during the three-year period preceding the commencement of this Action, were in Rhode Island when they purchased the Rice Cooker (the “Rhode Island Class Members”); specifically, Sunbeam violated R.I. Gen. Laws § 6-13.1-2.

74. The Rhode Island Class Members are entitled to statutory damages of \$200 pursuant to R.I. Gen. Laws § 6-13.1-5(2)(a).

75. The Rhode Island Class Members are entitled to seek reasonable legal fees pursuant to R.I. Gen. Laws § 6-13.1-5.2(d).

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UTAH CONSUMER SALES PRACTICES ACT
(Utah Code Ann. §§ 13-11-1 - 13-11-23)

76. Sunbeam violated the Utah Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-1 - 13-11-23, with respect to those Class Members who, during the two-year period preceding the commencement of this Action, were in Utah when they purchased the Rice Cooker (the “Utah Class Members”); specifically, Sunbeam violated Utah Code Ann. §§ 13-11-4(1).

77. The Utah Class Members are entitled to statutory damages of \$2,000 pursuant to Utah Code Ann. § 13-11-19(2).

78. The Utah Class Members are entitled to reasonable legal fees pursuant to Utah Code Ann. § 13-11-19(5)(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against Defendant:

(a) Awarding, to Plaintiff and the other Class Members, the relief available under the Class Members’ respective causes of action set forth herein; and

(b) Awarding, to Plaintiff and the other Class Members, such other and further relief as the Court finds lawful and proper.

Dated: August 7, 2024

Respectfully submitted,

s/ Todd C. Bank
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