

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

ADAM SAUER, individually and on behalf of all others similarly situated,	)	Case No.: _____
	)	
Plaintiff,	)	<b>CLASS ACTION COMPLAINT</b>
	)	
v.	)	<b>JURY TRIAL DEMANDED</b>
	)	
DOREL HOME FURNISHINGS INC. D/B/A COSCO HOME AND OFFICE PRODUCTS,	)	
	)	
Defendant.	)	
	)	

---

Plaintiff Adam Sauer (“Plaintiff”), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant Dorel Home Furnishings Inc. d/b/a Cosco Home and Office Products (“Dorel” or “Defendant”)<sup>1</sup> and alleges the following based on personal knowledge as to himself, and as to all other matters, upon information and belief, including investigation conducted by his attorneys:

**NATURE OF THE ACTION**

1. This is a proposed class action arising from the dangerous design and prolonged concealment of a known defect in Defendant’s Cosco 2-Step Kitchen Steppers (“Products”)<sup>2</sup>. Specifically, Defendant designed, marketed, distributed, and sold the Products with defective safety bar that can become detached or break (“Defect”).<sup>3</sup>

---

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

<sup>2</sup> This recall involves the Cosco 2-step kitchen stepper, a folding stepstool with two steps and a safety bar that attaches to the back of the product, with model numbers 11349WHG1E, 11349GRN1E, 11349NVY1E, 11349WHG2, 11349GRN4, 11349GRN12, 11349WHG12C, 11349WHG12W, 11349WHG4F, and 11349CBWH4T.

<sup>3</sup> See <https://www.cpsc.gov/Recalls/2025/Dorel-Home-Furnishings-Recalls-Cosco-2-Step-Kitchen-Steppers-Due-to-Fall-and-Injury-Hazards> (last accessed August 22, 2025).

2. Defendant specifically touted these Products as being “designed with safety in mind, the railings provide perfect support while the locking safety bar keeps kids from falling out.”<sup>4</sup> To the contrary, these Products are inherently defective and create a serious safety risk, especially for children.

3. On July 31, 2025, the CPSC, together with Defendant, announced the recall (“Recall”) of approximately 302,000 of the Products sold at major retailers nationwide since February 2021 for between \$56 and \$70.<sup>5</sup>

4. At the time of the Recall, Defendant had received more than 30 reports of the safety bar breaking or becoming detached, and two of these incidents involved head injuries.<sup>6</sup>

5. Per the Recall, consumers are advised to stop using the safety bar on the recalled kitchen stepper immediately and store the stepper away from children until repaired.<sup>7</sup> The Recall further instructs consumers to contact Dorel to receive a free repair kit. The repair kit includes a sliding locking mechanism that attaches to the safety bar to prevent the safety bar from detaching or breaking during use.<sup>8</sup>

6. The Recall fails to offer *any monetary relief* to Plaintiff and Class Members who purchased the defective Products.

7. Defendant knew or should have known of this safety Defect, yet it did nothing for years.

8. Worse, Defendant specifically marketed these Products as safe for children. For example, Defendant stated, “the COSCO Kitchen Stepper folding step stool is a great tool for the

---

<sup>4</sup> <https://www.coscoproducts.com/collections/step-stools/products/cosco-kitchen-stepper%E2%84%A2-folding-step-stool?variant=40255842255033> (last accessed August 22, 2025).

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

entire family! Involve your child in the everyday work of the household by allowing them to safely stand at countertop height.”<sup>9</sup>

9. Defendant knowingly continued to design, manufacture, market, and sell the defective Products, promoting the defective safety bar as a material feature of the Product.

10. The Defect existed at the point of purchase.

11. When purchasing the Products, Plaintiff and Class Members trusted Defendant and its representations that the Products would be safe to use as intended.

12. Had Plaintiff and Class Members known about the Defect, they would not have purchased the Products or certainly would have paid less.

13. Defendant’s Recall is inadequate and fails to provide any monetary relief to Plaintiff or other purchasers of the defective Products.

14. This action seeks to hold Defendant accountable for its conscious decision to use a dangerous design, conceal the known hazard associated with the Defect, and its insufficient recall remedy.

## **PARTIES**

### ***PLAINTIFF***

15. At all relevant times, Plaintiff Adam Sauer was and is a resident and citizen of Marysville, California. Plaintiff purchased a Cosco 2-Step Kitchen Stepper on or about January 13, 2025 from Amazon for approximately \$58.

16. Plaintiff would not have purchased or used the Product if he had known about the safety Defect.

---

<sup>9</sup> See, e.g., <https://www.coscoproducts.com/collections/step-stools/products/cosco-kitchen-stepper%E2%84%A2-folding-step-stool?variant=40255842255033> (last accessed August 22, 2025).

***DEFENDANT***

17. Defendant Dorel Home Furnishings, Inc. d/b/a/ Cosco Home and Office Products is a Delaware corporation with its principal place of business located at 410 E First Street S, Wright City, Missouri. Defendant or its subsidiaries are involved in the design, manufacturing, marketing, sale, and distribution of the recalled Products.

18. Upon belief or information, until July 2025, Defendant directly or through third-party entities, designed, manufactured, distributed, marketed, advertised, and sold the recalled Products in all 50 states, in stores such as Walmart, Target, Home Depot, Lowes, and others, as well as online through Amazon, Wayfair, and Overstock.

**JURISDICTION AND VENUE**

19. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act 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 and at least one Defendant are citizens of different states.

20. This Court has personal jurisdiction over Defendant because Defendant is headquartered in this District and is therefore a citizen of Missouri; 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.

21. Under 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, as Defendant regularly transacts business in this District, is headquartered in this District, and Defendant has intentionally availed itself of the laws and markets within this District.

### **COMMON FACTUAL ALLEGATIONS**

22. Since 1962, Defendant has been globally recognized as a leading furniture brand producing quality, ready-to-assemble furniture for every home, room, lifestyle, and budget.<sup>10</sup> Defendant touts that it has a “reputation for simplicity, durability and genuine value” and that it “engineers and manufactures products with practical and innovative design that continue to perform year after year.”<sup>11</sup>

23. From approximately 2021 through July 2025, Defendant manufactured, marketed, and sold a line of step stools called the Cosco 2-Step Kitchen Stepper.

24. Defendant marketed this line of step stools, including the Products at issue, to children and families by specifically touting the defective safety bar on the Product. For example, Defendant claims:

The COSCO Kitchen Stepper folding step stool is a great tool for the entire family! Involve your child in the everyday work of the household by allowing them to safely stand at countertop height. The wide base, large slip-resistant platform step and durable construction means this stool can grow with your child and be used into adulthood.<sup>12</sup>

25. Defendant goes on to specifically claim, “the kitchen helper has been designed with safety in mind, the railings provide perfect support while the locking safety bar keeps kids from falling out.”<sup>13</sup>

26. The CPSC announced a nationwide recall of the affected Products on July 31, 2025, affecting more than 300,000 units sold in the United States (“Recall”).<sup>14</sup> The Recall covers

---

<sup>10</sup> <https://www.dorelhome.com/>

<sup>11</sup> <https://www.dorelhome.com/pages/about-dorel-home>

<sup>12</sup> <https://www.coscoproducts.com/collections/step-stools/products/cosco-kitchen-stepper%E2%84%A2-folding-step-stool?variant=40255842255033> (last accessed August 22, 2025).

<sup>13</sup> *Id.*

<sup>14</sup> See <https://www.cpsc.gov/Recalls/2025/Dorel-Home-Furnishings-Recalls-Cosco-2-Step-Kitchen-Steppers-Due-to-Fall-and-Injury-Hazards> (last accessed August 22, 2025).

Products sold between 2021 and 2025 through major retailers including Walmart, Amazon, Lowes, and others.<sup>15</sup>

27. Defendant marketed the Products as safe and durable for not just adults but also children.

28. The CPSC recall remedy is a free “repair kit” that includes a kind of sliding locking mechanism for the safety bar and installation instructions. However, this purported remedy requires affirmative consumer action and does not automatically fix the hazard. Defendant, however, has yet to provide evidence that the “repair” would allow the Product to function as intended and not present additional safety issues.

29. Contrary to Defendant’s representations to consumers promising safety and durability, Defendant chose to ignore the serious safety hazards presented by the uniform Defect present in each Product.

30. Defendant, during all relevant times, was under a federal duty to evaluate the Products for unreasonable risks. Specifically, federal regulations require “[e]very manufacturer, distributor, and retailer of a consumer product distributed in commerce who obtains information which reasonably supports the conclusion that its product creates an unreasonable risk of serious injury or death is required to notify the [CPSC] immediately.”<sup>16</sup> Defendant is obligated under this regulation to determine whether a product presents an unreasonable risk by examining the “utility of the product or the utility of the aspect of the product that causes the risk, the level of exposure of consumers to the risk, the nature and severity of the hazard presented, and the likelihood of resulting serious injury.”<sup>17</sup>

---

<sup>15</sup> *Id.*

<sup>16</sup> *See*. 16 C.F.R. § 1115.6(a) (citing 15 U.S.C. 2064(b)(3)).

<sup>17</sup> *Id.*

31. Accordingly, Defendant had a duty to investigate and disclose all safety hazards regarding the Products, including the Defect.

32. As a direct result of Defendant's conduct, Plaintiff and Class Members suffered economic losses by purchasing the Products at a price premium. Had Plaintiff and Class Members known the truth about Defendant's mislabeled and defective Products, they would not have purchased them or paid less for them.

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

33. Defendant has continuously marketed and sold the dangerous Products to unsuspecting customers. It continuously represented that the Products are safe and suitable for not just adults but also children.

34. By continuously repeating these false representations and failing to disclose that the Product contained a serious safety hazard, Defendant engaged in a continuing wrong sufficient to render inapplicable any statute of limitations that Defendant might seek to apply.

35. As the creator and manufacturer of the Product, Defendant has had actual knowledge since at least 2021 that the Product is defectively designed and exposes children to a significant risk of serious injury and death.

36. Defendant's knowledge of the Defect is evidenced by, amongst other things, the Recall Notice and more than 30 reports of the safety bar failing.

37. Thus, at all relevant times, Defendant indisputably possessed continuous knowledge of the material dangers posed by the Product, and yet Defendant knowingly continued to allow the sale of the Product. Plaintiff's and other Class Members' claims are not time-barred.

38. Moreover, even after the Recall, there is no evidence that news of the Recall Notice reached all Product owners.

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

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

41. Defendant 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.

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

43. Instead, Defendant continued to market the Product as safe and suitable for its intended purpose, and marketed the Product specifically to families with children, in order to further profits by charging a price premium. Defendant knew and intended that the Product's defective safety bar was an important and material factor in the consumer's choice to purchase the Product and that consumers, like Plaintiff, will pay a higher price for products with added safety features like the Products' defective safety bar.

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



45. Defendant's affirmative acts of concealment, including its continued marketing of the Defective Product as safe, durable, reliable, and fit for its intended purpose while possessing knowledge of the Defect further support estoppel and tolling of any applicable limitations period.

**CLASS ACTION ALLEGATIONS**

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

All persons in the United States who purchased the Product for personal use and not for resale during the fullest period provided by law ("Nationwide Class").

47. Plaintiff also brings this action on behalf of himself and the following Subclass under Rule 23(b)(3) and 23(c)(4) of the Federal Rules of Civil Procedure:

All persons in California who purchased the Product for personal use and not for resale during the fullest period provided by law ("California Class").

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

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

50. **Numerosity.** Class Members are so numerous and geographically dispersed that joinder of all Class Members is impracticable. While the exact number of Class Members remains currently unknown, upon information and belief, there are thousands, if not hundreds of thousands, of putative Class Members. Moreover, the number of members of the Class may be ascertained

from Defendant's books and records, as well as third-party retailers. Class Members may be notified of the pendency of this action by mail and/or electronic mail, which can be supplemented if deemed necessary or appropriate by the Court with published notice.

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

- a. Whether the Product contained the Defect alleged herein;
- b. Whether Defendant knew or should have known of the Defect;
- c. Whether Defendant had to disclose the Defect to consumers;
- d. Whether Defendant's conduct violated the CLRA and other consumer protection statutes alleged herein;
- e. Whether Defendant's representations and omissions were misleading or deceptive;
- f. Whether Defendant's conduct was unfair or illegal;
- g. Whether Class Members suffered economic injury;
- h. Whether Defendant's conduct violates public policy;
- i. Whether Plaintiff and putative members of the Class have suffered an ascertainable loss of monies or property or other value as a result of Defendant's acts and omissions of material facts;
- j. Whether Defendant was unjustly enriched at the expense of Plaintiff and members of the putative Class in connection with selling the Defective Product; and

- k. Whether Plaintiff and members of the putative Class are entitled to monetary damages and, if so, the nature of such relief;

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

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

35. **Insufficiency of Separate Actions.** Absent a class action, Plaintiff and members of the Class will continue to suffer the harm described herein, for which they would have no remedy. Even if individual consumers could bring separate actions, the resulting multiplicity of lawsuits would cause undue burden and expense for both the Court and the litigants, as well as create a risk of inconsistent rulings and adjudications that might be dispositive of the interests of

similarly situated consumers, substantially impeding their ability to protect their interests, while establishing incompatible standards of conduct for Defendant.

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

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

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

- a. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudication concerning individual

members of the Class, which would establish incompatible standards of conduct for Defendant; and

- b. Adjudications of claims of the individual members of the Class against Defendant would, as a practical matter, be dispositive of the interests of other members of the putative Class who are not parties to the adjudication and may substantially impair or impede the ability of other putative Class Members to protect their interests.

### **CLAIMS FOR RELIEF**

#### **COUNT I**

#### **VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW**

#### **CAL. BUS. & PROF. CODE**

#### **§§ 17200, *et seq.* (“UCL”)**

(On Behalf of Plaintiff and the California Subclass)

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

55. Plaintiff brings this count on behalf of himself and the California Subclass against Defendant.

56. Defendant is a “business” as defined by § 17200.

57. The UCL prohibits and provides civil remedies for unfair competition. Its purpose is to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services. In service of that purpose, the California Legislature framed UCL’s substantive provisions in broad, sweeping language. By defining unfair competition to include “any unlawful, unfair or fraudulent business act or practice,” the UCL permits violations of other

laws to serve as the basis of an independently actionable unfair competition claim and sweeps within its scope acts and practices not specifically proscribed by any other law.

58. Defendant's acts and omissions alleged herein, specifically Defendant's violations of the California Legal Remedies Act ("CLRA"), as expanded on *infra*, constitute unfair competition and/or unlawful, unfair, or fraudulent business practices in violation of the UCL.

59. **Unlawful:** Defendant's actions and omissions have violated and continue to violate the "unlawful" prong of the UCL by advertising, marketing and selling defective Products. Additionally, Defendant has engaged in unlawful conduct by violating the CLRA, the Song-Beverly Consumer Warranty Act, and the common law (as alleged in this Complaint).

60. **Deceptive:** As further alleged herein, Defendant's conduct also violates the "deceptive" prong of the UCL in that Defendant's representations that its Products were safe and durable for children and families to use was false and misleading.

61. **Unfair:** Defendant's conduct is "unfair" in contravention of the UCL because it violates California public policy, legislatively declared in both the CLRA and the Song-Beverly Consumer Warranty Act. The CLRA prohibits unfair and deceptive business practices. Defendant violated CLRA because it sold defective Products as further set forth herein. The Song-Beverly Consumer Warranty Act requires a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes. Defendant violated the Song-Beverly Act because the defective Products contain a material and unreasonable safety hazard, as set forth herein.

62. Defendant's conduct is also unlawful, deceptive and unfair because Defendant made misleading representations. For example, Defendant stated that its Products were safe for children and safe and durable for families to use. To the contrary, the Products contain a safety hazard that can cause serious injury to both children and adults.

63. Defendant also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiff and the California Subclass members. Defendant engaged in unfair business practices and acts in at least the following respects:

- a. Defendant promoted and sold defective Products it knew contained a safety Defect that constitutes a material and unreasonable safety hazard to consumers and children;
- b. Defendant promoted and sold the defective Products despite knowing that users do not expect the Products to contain a material and unreasonable safety hazard;
- c. Defendant failed to exercise adequate quality control and due diligence over the defective Products before placing them on the market;

64. The gravity of harm to Plaintiffs and the California Subclass members resulting from Defendant's unfair conduct outweighs the public utility of Defendant's conduct. The practice of selling defective Products that contain an unreasonable safety hazard, and specifically marketing those defective Products to families with children, harms the public at large and is part of a common and uniform course of wrongful conduct.

65. The harm from Defendant's conduct was not reasonably avoidable by Plaintiff or other consumers. The defective Products suffer from a latent Defect at the point of sale.

66. Without an injunction, Defendant will continue to harm Plaintiffs, the members of the California Subclass, and prospective consumers. This is due to the fact that the risk of injury is not adequately disclosed to prospective consumers and even after purchasing, the "repair kit" that customers are forced to install themselves on the Product does not provide adequate peace of mind or guarantee safety from a company that has already deceived consumers once as to the risk latent in the Products.

67. Defendant's conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

68. Defendant knowingly and intentionally concealed from Plaintiffs and California Subclass members that the Products contain a latent safety Defect that creates an unreasonable safety hazard, which is particularly dangerous for children.

69. Defendant volunteered information to Plaintiffs and California Subclass members through advertising and other means that the defective Products were safe, durable, and functional products without disclosing facts that would have materially qualified those partial representations.

70. Defendant promoted the high quality and premium features, like the safety bar revealed to be defective, of the Defective Devices, despite knowing they were defective, and failed to correct its misleading partial disclosures.

71. Defendant was under a duty to disclose the Defect because of its exclusive knowledge of the Defect before selling the Products and because the Defect resulted in a material and unreasonable safety hazard, especially for children, and because Defendant made partial representations about the Products and misleading representations about the safety and durability of the Products.

72. Defendant's representations omissions were material. Plaintiff was exposed to Defendant's specific representations about Products before and immediately after purchase. Plaintiff specifically relied on representations from Defendant before purchasing or using the defective Product. None of the informational sources Plaintiff or California Subclass Members encountered — advertisements, websites, external packaging, the online purchase portal, the user manual — disclosed that the Defective Devices were defective or that they created an unreasonable safety hazard.



73. Plaintiff and California Subclass members would be wholly unaware of the Defect until they experienced it.

74. Absent Defendant's unlawful, unfair, and fraudulent conduct, Plaintiff and California Subclass members, who were all unaware of the Defect and the unreasonable safety hazard it caused at the time of purchase, would not have purchased the Products, would not have purchased them at the premium prices they did, or would have returned them for a refund. Defendant omitted material information that it was under a duty to disclose and on which Plaintiff and the California Subclass members relied.

75. Through its unlawful, unfair, and fraudulent conduct, Defendant acquired Plaintiff's money directly and as passed on by its authorized resellers. Plaintiff and California Subclass members suffered injury in fact, including lost money or property, as a result of Defendant's unlawful, unfair, and fraudulent conduct.

76. Defendant's conduct threatens to cause future harm to Plaintiffs and California Subclass members, as prospective consumers continue to be unaware of the latent defect and Defendant's inefficient steps taken to "remedy" the issue.

77. Therefore, there is no adequate remedy for Plaintiffs and California Subclass members under the law, and they seek separate injunctive relief including but not limited to an order or judgment enjoining Defendant from making similar misrepresentations and omissions in the future or from continuing its unfair, unlawful, and fraudulent practice.

**COUNT II**  
**VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT,**  
**CAL. CIV. CODE §§ 1750, et. seq. ("CLRA")**  
**(On behalf of Plaintiff and the California Subclass)**

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

79. Plaintiff brings this claim individually and on behalf of the California Subclass.

80. Plaintiff and all California Subclass members are “persons” and “consumers” as defined in Cal. Civ. Code §1761(d).

81. Under Cal. Civ. Code §§ 1761(c) and 1770, Defendant qualifies as a “person” and provided “goods” as defined by §§ 1761(a) and 1770.

82. Plaintiff and the California Subclass’s purchases from Defendant constitutes a “transaction” as defined by Cal. Civ. Code §1761(e).

83. The CLRA prohibits “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.”

84. As alleged herein, Defendant engaged in unfair acts or practices in violation of Cal. Civ. Code §§ 1770(a)(5), (7), and (9) as they involve unfair and deceptive practices related to the sale of defective Products. Specifically, Defendant:

- a. Misrepresented the defective Products by representing that the Products are safe and suitable for children and families, and safe to use as intended and by touting the durability and safety features of the Products while omitting the existence of the Defect and unreasonable safety risks, suggesting that the devices had qualities, uses, and benefits that they did not possess; Cal. Civ. Code §1770(a)(5)
- b. Misrepresented the quality and standard of the defective Products by representing that the Products were durable and safe, touting the specific defective component as a material feature, and failing to disclose the Defect, thereby misleading consumers into believing the Products met a higher quality standard; Cal. Civ Code §1770(a)(7).

- c. Advertised the defective Products with no intention of selling them as described.

Cal. Civ. Code §1770(a)(9)

85. Through the design, development, testing, marketing, manufacturing, and sale of the defective Products, as well as through consumer complaints and other information cited herein, Defendant was aware that these Products were defective.

86. Defendant had a duty to disclose the Defect in the Product due to its superior knowledge—gained through research, testing, and consumer feedback—, and because they presented a material safety risk. Instead, Defendant made partial and misleading statements about the Products’ quality, premium features, and overall safety.

87. Defendant’s omissions were significant. Plaintiff and the California Subclass were exposed to Defendant’s failure to disclose the Defect before and immediately after their purchases, during a time when they could have returned the defective Products. Plaintiff relied on Defendant’s omissions and representations about the Products in advertisements, online, and during the purchase process. None of the information sources Plaintiff consulted—whether advertisements, websites, packaging,—suggested that the Products were defective or that the safety bar posed an unreasonable safety risk.

88. Plaintiff and California Subclass members would be unaware of the Defect until they experienced it firsthand. Had Defendant disclosed the Defect, Plaintiff and California Subclass members would have known about it and either would not have purchased the defective Products, would have paid significantly less for them, or would have returned them for a refund.

89. Defendant’s conduct is ongoing and continuous, making prospective injunctive relief necessary, particularly given Plaintiff’s desire to purchase Defendant’s products in the future, provided they can be assured that the products are safe, function as advertised, and that Defendant

complies with relevant advertising and warranty laws. As it stands, Defendant's failure to adequately disclose the risk or remedy this risk is deceptive and remains misleading to prospective consumers or repeat consumers or users, such as Plaintiff.

90. To the extent any of the CLRA claims of Plaintiff or the California Subclass members claims would otherwise have expired, Plaintiff asserts that these claims are tolled by the delayed discovery rule.

91. Plaintiff reserves the right to amend his complaint to add monetary damages claims under the CLRA thirty days or longer after compliance with the notice requirements of Cal. Civ. Code § 1782(a), should Defendants fail to meet Plaintiff's demands. Plaintiff sent by Certified Mail, Return Receipt Requested, a notice to comply with said requirements contemporaneously with the filing of this Complaint.

92. Plaintiff and Class Members were harmed by Defendant's violations of the CLRA and are entitled to injunctive and declaratory relief, as they lack an adequate remedy at law. Plaintiff and the California Subclass would consider purchasing Defendant's products in the future if the products were safe, functioned as advertised, and if the Court compels Defendant to comply with all pertinent advertising and warranty laws.

93. Additionally, Plaintiffs seek compensation for attorney fees and costs incurred.

94. Finally, under the CLRA, Plaintiffs seek a public injunction to protect the general public from Defendant's misleading advertising and omissions and from the sale of these defective Products.

**COUNT III**  
**BREACH OF IMPLIED WARRANTIES**  
(On Behalf of Plaintiff and the Nationwide Class)

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

96. Plaintiff brings this count on behalf of himself and the proposed Nationwide Class.

97. Defendant is and was at all relevant times a merchant involved in the manufacturing, distributing, warranting, and/or selling of the Product.

98. The Product was and is, at all relevant times, a “good” within the relevant laws.

99. Defendant knew or had reason to know of the specific use for which the Product, as goods, was purchased.

100. Defendant entered into agreements with retailers, suppliers, and/or contractors to sell its Product to be used by Plaintiff and the proposed Class Members.

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

102. Defendant breached the implied warranty of merchantability because the Product is not fit for its ordinary purpose of being a reasonably safe place for people to safely use as intended. The Product contains the Defect, rendering the Product unsafe to use as intended. Therefore, the Product is not fit for its particular purpose.

103. As instructed by the Recall, Plaintiff is forced to discontinue use of the Product’s safety bar due to the ongoing safety risk.

104. The aforementioned problems associated with the Product constitute safety risks, such that the Product is neither safe nor suitable for children use or be around. Therefore, there is a breach of the implied warranty of merchantability.

105. Moreover, due to the inadequate and overdue nature of the Recall, it is not required and would be futile for Plaintiff to provide Defendant further opportunity to cure their breach.

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

107. Nevertheless, privity is not required because Plaintiff and each Class Member are the intended beneficiaries of Defendant's warranties and its sale through retailers. The retailers were not intended to be the ultimate consumers of the Product and have no rights under the warranties provided by Defendant. Defendant's warranties were designed for and intended to benefit the consumer only, and Plaintiff and Class Members were the intended beneficiaries of the Product. Thus, it was reasonably foreseeable that Plaintiff and Class Members would be the intended beneficiaries of the Product and its warranties.

108. Defendant impliedly warranted that the Product was durable, safe, suitable for children to use, of merchantable quality, and fit for their intended purpose. These implied warranties included, among other things: (i) a warranty that the Product manufactured, supplied, distributed, and/or sold by Defendant was safe and suitable to use; (ii) a warranty that the Product would be fit for its intended use while the Product is being used; and (iii) a warranty that the Product would conform to all of the promises and affirmations of fact on the Product's label and online advertising.

109. Instead, the Product contains a defective design and/or manufacture, as alleged herein. As a result of the Defect, the Product fails to conform to the promises or affirmations of fact on its label and online advertising.

110. Defendant failed to adequately warn Plaintiff and Class Members that the Product contained the Defect, was not safe or suitable for use, and could cause serious injuries.

111. Defendant breached the implied warranties because the Product was and is sold with the Defect.

112. Defendant's attempt to limit or disclaim any implied warranties is unconscionable and therefore unenforceable.

113. Plaintiff and Class Members had no meaningful choice in determining the terms of that unreasonably favored Defendant, who had superior and exclusive knowledge of the Defect, which existed at the time of sale of the Product. A gross disparity in bargaining power existed between Defendant and Plaintiff and the Class Members, and Defendant knew or should have known that the Product was defective at the time of sale.

114. Contrary to the applicable implied warranties, the Product, at the time of sale and thereafter, was not fit for its ordinary and intended purpose. Instead, the Product suffered, and continues to suffer, from the Defect as alleged herein.

115. Defendant's failure to adequately repair or replace the dangerous Product caused the warranty to fail in its essential purpose.

116. 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.

**COUNT IV**  
**UNJUST ENRICHMENT/QUASI-CONTRACT**  
(On Behalf of Plaintiff and the Nationwide Class)

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

118. Plaintiff brings this count on behalf of himself and the Nationwide Class.

119. Plaintiff and the putative Class Members conferred a benefit on Defendant by purchasing the Product—payments that Defendant knowingly accepted while aware of the Product’s Defect and unfitness for its intended use.

120. Defendant either knew or should have known that the payments rendered by Plaintiff and Class Members were given with the expectation that the Product would have the qualities, characteristics, and suitability for the use represented and warranted by Defendant. As such, it would be inequitable for Defendant to retain the benefit of the payments under these circumstances.

121. By its wrongful acts and omissions described herein, including selling the Product, which contained both a Defect and was inoperative for the intended use, Defendant was unjustly enriched at the expense of Plaintiff and putative Class Members.

122. Defendant’s wrongful conduct directly caused Plaintiff’s detriment and resulted in Defendant’s unjust enrichment, as the benefit it received flowed directly from the misconduct alleged in this Complaint.

123. Defendant has unjustly profited from its unlawful, unfair, and deceptive conduct at the expense of Plaintiff and the putative Class Members. It would be inequitable and contrary to principles of justice for Defendant to retain the profits, benefits, and other compensation obtained



through the sale of the Product, as such enrichment was directly tied to the misconduct alleged herein.

124. Defendant was unjustly enriched by retaining revenues from Class Members' purchases of the Product. Such enrichment is unjust and inequitable because Defendant knowingly manufactured, marketed, and sold defective and dangerous Product while omitting material facts, causing Plaintiff and Class Members to purchase Products they otherwise would not have bought had the truth been disclosed.

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

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

127. Plaintiff and the Nationwide Class seek disgorgement of all profits resulting from such overpayment.

**COUNT V**  
**NEGLIGENT MISREPRESENTATION**  
(On behalf of Plaintiff and the Nationwide Class)

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

129. Plaintiff brings this claim individually and on behalf of the Nationwide Class.

130. As a seller of the Product, Defendant 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 Product, including knowledge of the Defect. Defendant had sole possession and control of this information and had a duty to disclose it accurately to Plaintiff and Class Members.

131. Defendant created a special relationship with Plaintiff and Class Members through its misrepresentations and omissions regarding safety and through its designing, manufacturing, marketing, and selling the Product as a product specifically suitable for children.

132. Defendant intended the sale of the Product not only to affect Plaintiff and Class Members, but Defendant actually considered the particular needs of caregiving consumers and designed, manufactured, and sold the Product for those consumers to meet their particular needs.

133. Defendant held or appeared to hold unique or special expertise and knowledge of safe Products and touted its decades-long history of experience. Defendant and Plaintiff, as well as Class Members, had a special relationship of trust and confidence, and Defendant persuaded Plaintiff and Class Members to purchase the Product based on their misrepresentations and reputation of having expertise and knowledge.

134. Defendant affirmatively misrepresented and omitted material facts regarding the Product's safety, including but not limited to explicit or implicit assurances that the Product was safe and suitable for child use. These false and misleading representations were made for the express purpose of inducing Plaintiff and Class Members to purchase the Product. Defendant knew or should have known that the Product posed serious safety risks, and yet marketed and sold it as appropriate for use by children, thereby misleading reasonable consumers into believing it met applicable safety standards.

135. Because the Defect in the Product could not be detected until after it manifested, and because Defendant purposefully concealed the defective nature of the Product 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.

136. Defendant knew, or otherwise should have known, that the Product contained the Defect and posed serious safety risks.

137. Despite Defendant's knowledge of material facts concerning the existence of the serious safety risks posed by the Product, Defendant actively concealed the serious safety risks from consumers by failing to disclose the serious safety risks to consumers.

138. Defendant omitted, concealed, and failed to disclose to consumers that the Product poses serious safety risks, including that the Product's material feature is inherently defective; unreasonably dangerous; not fit to be used for their intended purpose; and/or is capable of causing serious injury and death to children. Rather than disclose this information, Defendant marketed the Products as safe and suitable for their intended purpose.

139. The facts concealed and/or not disclosed by Defendant to consumers, including Plaintiff and other Class Members, were material, in part, because they concerned an essential aspect of the Product, 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 Product. Rather than disclose this information, Defendant marketed the Product as complying with safety standards and regulations, with the utmost manufacturing and design.

140. Defendant 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 Product.

141. Plaintiff and other Class Members, without knowledge of the true nature of the Product, justifiably acted or relied upon the concealed and/or nondisclosed material facts to their detriment, as evidenced by their purchase of the Product.

142. As a direct and proximate result of Defendant'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 Product on the same terms had they known that it posed serious safety risks to their infants.

143. Plaintiff and Class Members are entitled to all relief the Court finds proper as a result of Defendant's conduct described herein.

**COUNT VI**  
**VIOLATIONS OF MISSOURI MERCHANDISE PRACTICES ACT**  
**Mo. Rev. Stat. §§ 407.010, *et seq.***  
(On behalf of Plaintiff and the Nationwide Class)

144. Plaintiff hereby repeats and re-alleges all previously alleged paragraphs, as if fully alleged herein.

145. Defendant is a "person" as defined by Mo. Rev. Stat. § 407.010(5).

146. Defendant advertised, offered, or sold goods or services in Missouri and engaged in trade or commerce directly or indirectly affecting the people of Missouri, as defined by Mo. Rev. Stat. § 407.010(4), (6) and (7).

147. Plaintiff and Class members purchased or leased goods or services primarily for personal, family, or household purposes.

148. Defendant engaged in unlawful, unfair, and deceptive acts and practices, in connection with the sale or advertisement of merchandise in trade or commerce, in violation of Mo. Rev. Stat. § 407.020(1), as described herein.

149. Defendant's representations and omissions were material because they were likely to deceive reasonable consumers.

150. As a direct and proximate result of Defendant's deceptive acts and practices, the Plaintiff and Class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing the defective Products.

151. The Plaintiff and Class members seek all monetary and non-monetary relief allowed by law, including actual damages, punitive damages, attorneys' fees and costs, injunctive relief, and any other appropriate relief.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself 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 Representative and appointing the undersigned counsel as Class Counsel;
- b. Awarding punitive damages where permitted by statute, in an amount to be determined at trial, due to Defendant's willful and reckless disregard for the safety of consumers despite its knowledge of the Defect;
- c. Ordering injunctive relief as permitted by law or equity, further permanently enjoining Defendant from continuing the unlawful practices as set forth herein;
- d. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Classes;

- e. Awarding Plaintiff and Class members compensatory, statutory, actual, and/or monetary damages, including interest, in an amount to be determined at trial;
- f. Declaring that Defendant must disgorge, for the benefit of the Class(es), all or part of the ill-gotten profits they received from the sale of the Products;
- g. Awarding restitution and other appropriate equitable relief
- h. Ordering such other and further relief as may be just and proper.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury of all claims so triable.

DATED: August 25, 2025

Respectfully submitted,

/s/ Jayson A. Watkins

Jayson A. Watkins (EDMO Bar # 61434MO)

**SIRI & GLIMSTAD LLP**

Mason A. Barney, 4405809(NY)\*

Leslie Pescia, 99674 (KY)\*

Jayson A. Watkins, 61434 (MO)

745 Fifth Avenue, Suite 500

New York, NY 10151

Phone: (212) 532-1091

[mbarney@sirillp.com](mailto:mbarney@sirillp.com)

[lpescia@sirillp.com](mailto:lpescia@sirillp.com)

[jwatkins@sirillp.com](mailto:jwatkins@sirillp.com)

**LAUKAITIS LAW LLC**

Kevin Laukaitis, 321670(PA)\*

Daniel Tomascik, 2412051161(MD)\*

954 Avenida Ponce De Leon

Suite 205, #10518

San Juan, PR 00907

T: (215) 789-4462

[klaukaitis@laukaitislaw.com](mailto:klaukaitis@laukaitislaw.com)

[dtomascik@laukaitislaw.com](mailto:dtomascik@laukaitislaw.com)

*\*Pro Hac Vice Forthcoming*

*Attorneys for Plaintiff and the Classes*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ADAM SAUER

(b) County of Residence of First Listed Plaintiff Marysville, California  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kevin Laukaitis, Esq.  
Laukaitis Law LLC, 954 Avenida  
Ponce De Leon, Suite 205, #10518, PR 00907, (215)789-4462

DEFENDANTS

DOREL HOME FURNISHINGS INC.  
D/B/A COSCO HOME AND OFFICE PRODUCTS,

County of Residence of First Listed Defendant Warren County, MO  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(d)(2)

Brief description of cause: Violation on Consumer Protection Acts and Breach of contract.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000 CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 08/25/2025 SIGNATURE OF ATTORNEY OF RECORD  
s/ Jayson A. Watkins

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI

ADAM SAUER, individually and on behalf of all	)	
others similarly situated	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 4:25-cv-1277
	)	
DOREL HOME FURNISHINGS INC.	)	
D/B/A COSCO HOME AND OFFICE PRODUCTS	)	
Defendant,	)	
	)	

**ORIGINAL FILING FORM**

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY  
WHEN INITIATING A NEW CASE.**

☐ THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS  
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER \_\_\_\_\_  
AND ASSIGNED TO THE HONORABLE JUDGE \_\_\_\_\_.

☐ THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY  
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS \_\_\_\_\_ AND  
THAT CASE WAS ASSIGNED TO THE HONORABLE \_\_\_\_\_. THIS CASE MAY,  
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

☒ NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT  
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE  
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

**The undersigned affirms that the information provided above is true and correct.**

Date: 08/25/2025

s/ Jayson A. Watkins  
Signature of Filing Party