

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

PATRICK BERTOLETTI, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

NEWELL BRANDS INC. d/b/a SUNBEAM
PRODUCTS,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Patrick Bertoletti (“Plaintiff”), individually and on behalf of all others similarly situated, by and through his undersigned counsel, brings this class action complaint against Defendant Newell Brands Inc. d/b/a Sunbeam Products (the “Defendant” or “Sunbeam”). Plaintiff alleges the following upon information and belief based on the investigation of counsel, except as to those allegations that specifically pertain to Plaintiff, which are alleged upon personal knowledge.

BACKGROUND

1. This action seeks to remedy the deceptive and misleading business practices of Defendant with respect to the manufacturing, marketing, and sale of its Oster French Door Countertop Ovens, Model Numbers TSSTTVFDXL, TSSTTVFDDG, TSSTTVFDMAF and TSSTTVFDDAF throughout the United States (hereinafter the “Products” or “Ovens”).

2. Defendant sold the Oster Ovens nationwide for a retail price ranging between \$140 and \$250 through various third-party retailers such as Bed, Bath and Beyond, Costco, Walmart, and

Amazon.¹

3. The affected Products' doors cannot be opened partially and can slam shut if a consumer's hand slips or does not hold them open. This design defect, which Defendant has acknowledged through a product recall, creates a burn hazard for all users of the Products, resulting in injuries to consumers, including Plaintiff.

4. Plaintiff and other consumers had a reasonable expectation that the Products would not pose a serious burn hazard when used as intended, including the risk that the doors can suddenly and forcefully close, trapping users' hands and arms and causing injury.

5. Defendant, through its own product page, makes affirmative statements regarding the safety and ease of use of its Products. On its website, Defendant advertises "elegant French Doors open with a single pull, making it easy to insert and remove food."² Defendant's representations reinforce an impression of safety and convenience, while concealing that the doors may snap shut without warning and burn consumers.

6. Defendant's Product manual similarly fails to address this danger. Although it lists at least twenty-three (23) safety safeguards, none of them relate to the operation or potential hazards of the French-door mechanism.³

7. Upon information and belief, neither the Product's packaging, user manual, nor Defendant's advertising materials warn consumers about the possibility of the doors suddenly closing, causing burns to its users.

8. Despite Defendant repeatedly highlighting the convenience and safety of its

¹ <https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard> (last accessed Nov 12, 2025)



² https://www.oster.com/cooking-appliances/countertop-ovens/oster-manual-french-door-air-fry-oven/SAP_2142004.html (last accessed Nov 12, 2025)

³ https://s7d9.scene7.com/is/content/NewellRubbermaid/TSSTTVFDMAF_Grover_IB (last accessed Nov 12, 2025)

Products, on September 25, 2025, the U.S. Consumer Product Safety Commission (“CPSC”) announced a recall of approximately 1.29 million Oster French Door Countertop Ovens (imported and distributed by Defendant Sunbeam Products, Inc.) (hereinafter “the Recall”). The Recall identified a hazard that “the oven’s doors can unexpectedly close, posing a burn hazard to consumers.” The notice covered models TSSTTVFDXL, TSSTTVFDDG, TSSTTVFDMAF, and TSSTTVFDDAF, sold nationwide from August 2015 through July 2025 for approximately \$140 to \$250.⁴

9. In addition to the Recall, consumers have been instructed to “immediately stop using” the Products.⁵

10. As shown on its website, Defendant represented which of its products were affected by the Recall⁶:

<u>Model Number: TSSTTVFDDAF</u>	<u>Model Number: TSSTTVFDDG</u>
	
<u>Model Number: TSSTTVFDMAF</u>	<u>Model Number: TSSTTVFDXL</u>

⁴ <https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard> (last accessed Nov 12, 2025)

⁵ *Id.*

⁶ <https://recall.oster.com/> (last accessed Nov 12, 2025)



Figure 1 – Defendant’s Recalled Products

11. Consumers who purchased the Products learned through the Recall notice that the Products posed a serious safety hazard requiring significant corrective action.

12. Defendant refuses to provide refunds for its defective Products. Instead, Defendant’s only offer is a clip-on magnet to help keep the French doors open. This corrective measure is a proverbial band-aid on a literal burn wound.

13. The Recall also is inconsistent with general industry practices because Defendant failed to offer refunds as an alternative to its jerry-rigged clip-on solution. A refund option would incentivize consumers to surrender their dangerous products pursuant to the Recall, thereby getting more of the dangerous products out of circulation. Defendant has decided not to follow prevailing industry standards. Instead, Defendant implemented a half-hearted Recall that papers over a fire hazard.

14. Accordingly, Plaintiff brings this action individually and on behalf of a Class of similarly situated individuals for equitable relief and to recover damages and restitution for unjust enrichment, and breach of implied warranty.

JURISDICTION AND VENUE

15. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d) because (1) the matter in controversy exceeds the sum or value of

\$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are members of the proposed Class who are diverse from Defendant (including Plaintiff), and (4) there are more than 100 proposed Class members.

16. This Court has personal jurisdiction over Defendant because Defendant has purposefully availed themselves to the laws, rights, and benefits of the State of Illinois.

17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 (a)(1) because many Class Members reside in the Northern District of Illinois, and throughout the state of Illinois. Moreover, a substantial part of the events or omissions giving rise to the Classes' claims occurred in this district.

PARTIES

18. Plaintiff Patrick Bertoletti is a citizen of Cook County, Illinois and owns Model TTSTTVFDDG. The Product unexpectedly shuts when he lets go of the door, and as a result has put Plaintiff at risk of being burned by the oven.

19. On July 29, 2020, Plaintiff purchased the oven from Amazon, and since receiving his purchase has routinely used the ovens to cook. He has encountered hazardous events from the oven, as they shut close while inserting and removing food from the oven. Plaintiff does not think the repair kit provided by Sunbeam during the Recall is sufficient to safeguard him. He fears the product could cause harm to himself and/or others.

20. Defendant Sunbeam is a Delaware corporation with its principal place of business located at Boca Raton, Florida. Defendant designs, manufactures, markets, distributes, advertises, warrants, and sells consumer kitchen appliances, including the Recalled Products, throughout the United States, including in Illinois. At all relevant times hereto, Defendant created and/or authorized the false and misleading advertising, labeling, and representations regarding

the safety and performance of the Products.

FACTUAL ALLEGATIONS

A. Defendant Manufactured, Distributed, Marketed, and Sold the Recalled Products

21. Defendant manufactured, distributed, marketed, and sold the Products. The Products were specifically marketed as a safe, convenient, and easy-to-use countertop oven suitable for everyday household cooking.

22. Defendant's product page represents that its products are safe and easy to use, which are misleading by omission. It touts "Elegant French Doors open with a single pull, making inserting and removing meals easy and convenient," and repeats that the "French doors open with a single pull, making it easy to insert and remove food."⁷

23. Defendant's Products sold through third-party retailers, such as on Amazon.com, also highlight the ease of use of the Products subject to the recall as seen below.⁸



Figure 2 – Image from Amazon website selling Oster Air Fryer Oven

⁷ https://www.oster.com/cooking-appliances/countertop-ovens/oster-manual-french-door-air-fry-oven/SAP_2142004.html (last accessed Nov 12, 2025).

⁸ <https://www.amazon.com/Oster-Digital-French-Door-Oven/dp/B08MXSZHB5?th=1> (last accessed Nov 12, 2025)

24. Additionally, Defendant engaged in extensive marketing efforts to promote the purported benefits of the Product. Defendant and its retail partners featured the Product in video advertisements, including a QVC segment highlighting the “French door” design as a key selling point, emphasizing one-handed operation, easier access to the cooking cavity, and convenient placement and removal of food.⁹

B. Defendant’s Product Design is Hazardous and Exposes User’s to Potential Burns

25. In reality, Defendant’s Products pose a serious burn hazard, as the doors can suddenly and forcefully close, trapping users’ hands and arms, causing injury and burns.

26. Defendant’s explicit representation that the “French doors . . . mak[e] it easy to [] remove food” is false and misleading.

27. Furthermore, nowhere does the product page or manual disclose the material risk that the doors can suddenly and forcefully close while a user is inserting or removing food, thus creating a foreseeable burn hazard.

28. This glaring omission further renders the explicit representation that the doors “mak[e] it easy to insert and remove food” false and misleading. Defendant did not have to make these representations about the French doors’ ease-of-use, but because they did, Defendant had a duty to disclose that the doors do not, in fact, “mak[e] it easy to [] remove food,” and that they instead pose an unreasonable risk of closing on consumers and burning their hands.

29. CPSC’s September 25, 2025 Recall announcement states that Sunbeam received at least 95 reports of the door unexpectedly closing, causing burn injuries to the Oven’s users, including second degree burns.¹⁰ Consumers purchased and utilized these Ovens under the belief that they were safe for use and instead, they have been subjected to the risks of harm and burns.

⁹ <https://www.youtube.com/watch?v=0cgBWUfvDWs> (last accessed Nov 12, 2025).

¹⁰ *Id.*

30. Defendant's Products were manufactured and distributed with doors that lacked sufficient holding force or secure hinge mechanisms, permitting them to swing closed unexpectedly during use. Despite the existence of this hazard, the Product manuals¹¹, packaging, and online materials did not include any warnings that the doors might suddenly close or cause injury.

31. Prior to the Recall announcement, multiple consumers publicly reviewed Defendant's Products, complaining that the doors to the Ovens were defective.

32. For example, a review from 2022, noted that one of the Products apart of the Recall, was "just dangerous" and warned that, "[t]he french doors cannot be opened with one hand and must be opened completely on both sides, or they will slam shut on you. Hard to do and super dangerous to attempt when the unit is on." ¹²

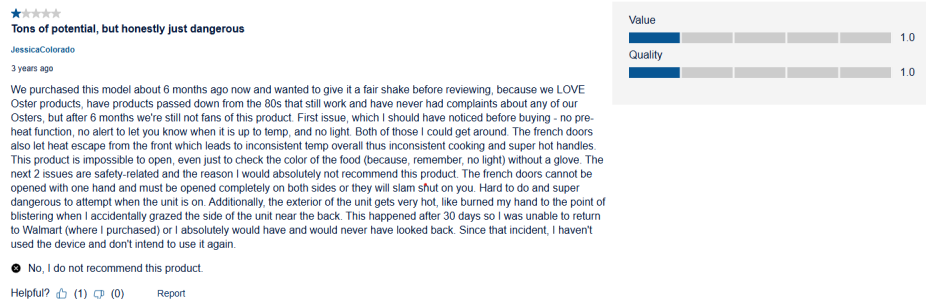


Figure 3 – Screenshot of Negative Review from Defendant's Website

33. Another review published in 2024 rated the Product as 1-star, stated that “ [the] doors don't stay open and will close on you. Resulting in burns.”¹³ Another review posted the same year, also noted that they had been burned numerous times due to the doors closing while removing food. *See below.*

¹¹ <https://newellbrands.imgix.net/a38f4fbe-f0f5-3f95-9b72-22bea77a2428/a38f4fbe-f0f5-3f95-9b72-22bea77a2428.pdf> (last accessed Nov 12, 2025)

¹² https://www.oster.com/cooking-appliances/countertop-ovens/oster-manual-french-door-air-fry-oven/SAP_2142004.html (last accessed Nov 12, 2025)

¹³ *Id.*



Figure 4 – Screenshot of Negative Review from Defendant's Website

34. Many of the negative reviews include contemporaneous responses from Oster, apologizing and inviting the consumers to contact Customer Care. Thus, demonstrating that Oster had reviewed and acknowledged the consumer's complaints.

35. The reviews citing that the doors close during use, coupled with burns, mirrors the hazard later identified in the Recall. Despite some of their reviews being over three years old, Defendant did nothing to correct the hazard or warn its users of the potential risks associated with using their Product until the Recall was announced.

36. Thus, Defendant knew, or should have known, that the advertising and labeling of its Products were false and misleading as well as misrepresented material facts concerning safety.

37. Defendant knew, or should have known, that the representations and statements made through its labeling and advertising would mislead consumers to purchase the Products instead of competitors' cheaper products based on a false belief that the Products were safe for use.

38. Had Defendant disclosed the true risks of the Products, Plaintiff would not have purchased the Products, or would have paid less for it, had the Products been truthfully and accurately labeled.

C. The Product Recall

39. On September 25, 2025, Sunbeam announced a recall of approximately 1,290,000 Products.¹⁴ The Recall followed at least 95 reported incidents and multiple burn injuries, including second-degree burns, have been reported to date. The U.S. Consumer Product Safety Commission concluded that the Ovens posed a significant risk of causing injuries and burn hazards.

40. To address the Product defect, Sunbeam advised its consumers to stop using the recalled countertop ovens immediately and contact Sunbeam Products Inc. to receive a repair kit, which includes a Door Assist Magnet—a clip on device that attempts to prevent the defective doors from swinging shut using a magnet. In order to obtain the repair kit, consumers have to go on to Defendant’s website for the Recall, confirm their model and submit their personal information, including name, email, phone number, and mailing address.¹⁵

41. Consumers who purchased the Products learned through the Recall notice that the Products posed a serious and undisclosed safety hazard. Rather than providing a true remedy, Defendant sought a cheap out by devising a Recall that isn’t a Recall at all. Instead, consumers who participate in the Recall are expected to keep their defective and dangerous Oster Ovens with French doors designed with defective hinge mechanisms prone to closing on consumers using the Ovens as intended. Instead, to paper over a major burn hazard, Defendant’s jerry-rigged solution

¹⁴ <https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard> (last accessed Nov 12, 2025)

¹⁵ <https://recall.oster.com/> (last accessed Nov. 12, 2025)

is a clip-on pin that attempts to prevent the still-defective hinge mechanism from closing shut with a magnet.

42. This clip-on magnet is an ineffective band-aid for a severe burn hazard. It does absolutely nothing to address the defect in the Products. Consumers who participate in the Recall must keep their defective Ovens prone to closing shut and burning them and have to hope that a clip-on magnet will reliably hold the defective Doors open and prevent the defective hinges from slamming shut—as they are prone to do.

43. The Recall fails to provide sufficient reimbursement for the premium prices consumers paid in reliance on Defendant's misrepresentations and omissions. First, it saddles consumers with a defective, dangerous Product that is not changed in any from its defective design. Instead, consumers are expected to use a clip-on magnet and hope it holds the defective Doors open. Second, many consumers may have disposed of their Product given that it was dangerous, that it posed serious burn hazards, and that the Recall issued on the Product instructed consumers to stop using the Product. The Recall is fatally flawed because it does not give consumers the option to obtain a cash refund, instead only offering a clip-on magnet meant to hold open a defective door prone to slamming shut—a clip-on magnet provided by the same company than designed, manufactured, and sold dangerously defective doors prone to slamming shut and burning consumers.

44. Given Sunbeam's initial defective design and its dishonesty in marketing the Product, Plaintiff and other consumers cannot be blamed for having little faith in Defendant's jerry-rigged solution.

CLASS ACTION ALLEGATIONS

45. Plaintiff, individually and on behalf of all others similarly situated, brings this class action pursuant to Fed. R. Civ. P. 23.

46. The proposed Class is defined as follows:

Nationwide Class: All persons within the United States who purchased Defendant's Recalled Products, including their models, TSSTTVFDXL, TSSTTVFDDG, TSSTTVFDMAF, and TSSTTVFDDAF.

Illinois subclass: All persons within the state of Illinois who purchased Defendant's Recalled Products, including their models, TSSTTVFDXL, TSSTTVFDDG, TSSTTVFDMAF, and TSSTTVFDDAF.

47. Plaintiff reserves the right to modify, change, or expand the definitions of the proposed Classes based upon discovery and further investigation.

48. *Numerosity:* The proposed Class is so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers in the Class who are Class Members as described above who have been damaged by Defendant's deceptive and misleading practices.

49. *Commonality:* Questions of law or fact common to the Class include, without limitation:

- a. Whether the Products in question were defective;
- b. Whether the defective nature of the Products would be considered material;
- c. Whether the defective nature of the Products constitute an unreasonable safety risk;
- d. Whether Defendant knew or should have known about the defective nature of the Products;
- e. Whether Defendant had a duty to disclose, prior to purchase, the defective nature of the Products to consumers;

- f. Whether the defective nature of the products has decreased the value of the Products;
- g. Whether Defendant's conduct constitutes an unlawful breach of the implied warranty of merchantability;
- h. Whether Defendant's conduct constitutes an unlawful breach of express warranties;
- i. Whether Defendant's fraudulently omitted material information in its interactions with consumers;
- j. Whether Defendant were unjustly enriched;
- k. Whether Plaintiff and Class members are entitled to damages and/or other monetary relief.

50. *Typicality*: The claims or defenses of Plaintiff are typical of the claims or defenses of the Class. Class members were injured and suffered damages in substantially the same manner as Plaintiff, Class members have the same claims against Defendant relating to the same course of conduct, and Class members are entitled to relief under the same legal theories asserted by Plaintiff.

51. *Adequacy*: Plaintiff will fairly and adequately protect the interests of the proposed Class and has no interests antagonistic to those of the proposed Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions.

52. *Predominance*: Questions of law or fact common to proposed Class members predominate over any questions affecting only individual members. Common questions such as whether Defendant owed a duty to Plaintiff and the Class and whether Defendant breached its duties predominate over individual questions such as measurement of economic damages.

53. *Superiority*: A class action is superior to other available methods for the fair and efficient adjudication of these claims because individual joinder of the claims of the Class is impracticable. Many members of the Class are without the financial resources necessary to pursue this matter. Even if some members of the Class could afford to litigate their claims separately, such a result would be unduly burdensome to the courts in which the individualized cases would proceed. Individual litigation increases the time and expense of resolving a common dispute concerning Defendant's actions toward an entire group of individuals. Class action procedures allow for far fewer management difficulties in matters of this type and provide the unique benefits of unitary adjudication, economies of scale, and comprehensive supervision over the entire controversy by a single judge in a single court.

54. *Manageability*: Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

55. The Class may be certified pursuant to Rule 23(b)(2) because Defendant has acted on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

56. The Class may also be certified pursuant to Rule 23(b)(3) because questions of law and fact common to the Class will predominate over questions affecting individual members, and a class action is superior to other methods for fairly and efficiently adjudicating the controversy and causes of action described in this Complaint.

57. Particular issues under Rule 23(c)(4) are appropriate for certification because such claims present particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of Illinois' Consumer Fraud and Deceptive Business Practices Act

815 Ill. Comp. Stat. 505/2

(On Behalf of Plaintiff and the Illinois Subclass)

58. Plaintiff incorporates by reference each and every allegation set forth above as if fully written herein.

59. Plaintiff brings this claim on behalf of the Illinois Subclass (the “Class” for purposes of this Count).

60. The Illinois Consumer Fraud Act, 815 Ill. Comp. Stat. 505/2 (“ICFA”), prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act’, approved August 5, 1965.”

61. In the course of its business, Defendant made affirmative misrepresentations regarding the Products that were deceptive and/or unconscionable. Specifically, Defendant represented that the Products were safe for use and would not harm users during use. Defendant, however, failed to disclose material facts, namely, that (1) the Products could snap shut while in use, thereby potentially harming and burning users; and (2) Defendant failed to properly inspect and test their Products for such defects and hazards. Defendant had a duty to disclose these material facts because the Products were unsafe and because Defendant made affirmative representations about the safety and convenience of their Products. If Plaintiff had known that the doors of the oven could unexpectedly shut while in use, harming or potentially harming users in the process, or that Defendant failed to properly inspect and test the Products adequately, Plaintiff would not

have purchased the Products.

62. Defendants violated 815 Ill. Comp. Stat. 505/2 by:

- a. causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have;
- c. representing that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used, or secondhand;
- d. representing that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another;
- e. advertising goods or services with intent not to sell them as advertised; and
- f. engaging in any other conduct which similarly creates a likelihood of confusion or misunderstanding.

815l. Comp. Stat. 510/2 §§ (a)(2), (5), (6), (7), (9), and (12).

63. Plaintiff and Class members had no way of discerning that Defendant's representations were false and misleading because Plaintiff and Class members did not have access to Defendant's internal policies or procedures, or any internal documents regarding the Products' defect or how they test their Products to ensure its safe for use.

64. Defendant thus violated the ICFA by making statements, when considered as a whole from the perspective of the reasonable consumer, that conveyed that the Products were safe for use. Defendant also failed to disclose and warn that the Products were unsafe and could potentially burn or harm users of the oven; and that Defendant failed to properly test the Products for potential safety hazards or defects.

65. Defendant intentionally and knowingly misrepresented material facts regarding the Products with intent to mislead Plaintiff and the Class.

66. Defendant knew or should have known that its conduct violated the ICFA.

67. Defendant owed Plaintiff and the Class a duty to disclose the true and unsafe nature of the Products.

68. Defendant's concealment of the true characteristics of the Products was material to Plaintiff and the Class.

69. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the Class, about the true nature of the Products.

70. Defendant's violations present a continuing risk to Plaintiff, the Class, and the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

71. Plaintiff and the Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's misrepresentations and concealment of and failure to disclose material information.

72. As a direct and proximate result of Defendant's violations of the ICFA, Plaintiff and the Class have suffered injury-in-fact and/or actual damage.

73. Pursuant to 815 Ill. Comp. Stat. 505/10a, Plaintiff and Class Members seek monetary relief against Defendant to recover (1) actual economic damages; (2) an order enjoining Defendant's unfair, unlawful, and/or deceptive practices; (3) reasonable attorneys' fees and costs; and (4) punitive damages and/or any other relief which the court may deem proper.

SECOND CAUSE OF ACTION

Violation of Illinois' Uniform Deceptive Trade Practices Act

815 Ill. Comp. Stat. 510/2

(On Behalf of Plaintiff and the Illinois Subclass)

74. Plaintiff brings this claim on behalf of the Illinois State Class (the "Class" for purposes of this Count).

75. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

76. All preceding paragraphs are incorporated by reference as though fully set forth herein.

77. The Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. 510/2 (“Illinois UDTPA”), prohibits deceptive trade practices in the course of his or her business, vocation, or occupation.

78. By misrepresenting the Products as safe while in use, and by failing to disclose and actively concealing that ovens’ doors could suddenly snap shut, thereby burning or potentially burning the Products’ user, Defendant engaged in one or more of the following unfair or deceptive business practices prohibited by 815 Ill. Comp. Stat. 510/2.

79. Defendant violated 815 Ill. Comp. Stat. 510/2 by:

- g. causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- h. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have;
- i. representing that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used, or secondhand;
- j. representing that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another;
- k. advertising goods or services with intent not to sell them as advertised; and
- l. engaging in any other conduct which similarly creates a likelihood of confusion or misunderstanding.

815l. Comp. Stat. 510/2 §§ (a)(2), (5), (6), (7), (9), and (12).

80. Plaintiff and Class members had no way of discerning that Defendant’s representations were false and misleading because Plaintiff and Class members did not have access

to Defendant's internal policies or procedures, or any internal documents regarding the Products' defect or how they test their Products to ensure its safe for use.

81. Defendant thus violated the Illinois UDTPA by making statements, when considered as a whole from the perspective of the reasonable consumer, that conveyed that the Products were safe for use. Defendant also failed to disclose and warn that the Products were unsafe and unsuitable for use; that the Products' doors could unexpectedly close shut while inserting or removing food from the oven, resulting in injury or putting users of the Product at risk of injury; and that Defendant failed to properly inspect and test the Products for possible defects that would harm users.

82. Defendant intentionally and knowingly misrepresented material facts regarding the Products with intent to mislead Plaintiff and the Class.

83. Defendant knew or should have known that its conduct violated the Illinois UDTPA.

84. Defendant owed Plaintiff and the Class a duty to disclose the true and unsafe nature of the Products.

85. Defendant's concealment of the true characteristics of the Products was material to Plaintiff and the Class.

86. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the Class, about the true nature of the Products.

87. Defendant's violations present a continuing risk to Plaintiff, the Class, and the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

88. Plaintiff and the Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's misrepresentations and concealment of and failure to disclose material information.

89. As a direct and proximate result of Defendant's violations of the Illinois UDTPA, Plaintiff and the Class have suffered injury-in-fact and/or actual damage.

90. Pursuant to 815 Ill. Comp. Stat. 510/3, Plaintiff and the Class seek an order enjoining Defendant's unfair, unlawful, and/or deceptive practices, along with reasonable attorneys' fees and any other just and proper relief available.

THIRD CAUSE OF ACTION
Unjust Enrichment
(On behalf of the Plaintiff and the Nationwide Class)

91. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

92. All preceding paragraphs are incorporated by reference as though fully set forth herein.

93. Defendant represented to Plaintiff and Class members that its Products were reliable, merchantable, and in good repair.

94. The defect caused the Products to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

95. Defendant knew or should have known that its Products could not conform to its representations because of the defect.

96. Defendant misrepresented, concealed, and omitted material information concerning the defect.

97. The defect and the facts misrepresented, concealed, and omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Products.

98. Defendant misrepresented, concealed, and omitted material information concerning the Defect in order to induce Plaintiff and Class members to purchase their Products at a substantially higher price than what they would otherwise have paid.

99. Plaintiff and Class members reasonably and justifiably relied on Defendant's representations and advertisements when purchasing the Products.

100. Plaintiff and Class members would not have purchased the Products if they knew of the defect, or they would have only paid substantially less.

101. Plaintiff and Class members conferred substantial benefits on Defendant by purchasing defective Products at a premium without receiving a product that conformed to Defendant's representations.

102. Defendant knowingly and willingly accepted and enjoyed these benefits.

103. Defendant's retention of these benefits would be inequitable because Defendant obtained benefits to the detriment of Plaintiff and Class members when Plaintiff and Class members did not obtain their promised benefits.

104. As a direct and proximate result of Defendant's conduct, Plaintiff and Class members are entitled to restitution.

FOURTH CAUSE OF ACTION

Negligence

(on behalf of Plaintiff and the Nationwide Class)

105. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein

106. At all times relevant, Defendant had a duty to provide Plaintiff and the other members of the Class with safe Products.

107. Defendant breached this duty by failing to ensure the safety of its Products.

108. As a result of the Recall, Plaintiff and the other Class Members were harmed in that they suffered economic injury and lost the benefit of the bargain relating to their purchase price of Defendant's Products.

109. Defendant's breach of its duty caused Plaintiff and the other Class Members damages both proximately and factually.

110. Had Defendant properly tested and manufactured its Products, and properly examined and tested its Products prior to sale, Plaintiff and the other Class Members would not have been injured and/or damaged as they would not have purchased unsafe products.

111. As a direct and proximate result of Defendant's conduct, Plaintiff and Class Members have been injured and sustained damages.

FIFTH CAUSE OF ACTION
Breach of Express Warranty
(on behalf of Plaintiff and the Nationwide Class)

112. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein

113. At all times relevant hereto, Sunbeam designed, manufactured, produced, promoted, marketed and sold the Products.

114. Sunbeam, as the manufacturer, marketer, distributor, and seller, expressly warranted that the Products had "easy-to-use" French doors that "mak[e] it easy to . . . remove food." However, the Products' defectively designed and manufactured doors were never easy-to-use, and never made it easy to remove food. In reality, the French doors are defectively prone to

slam shut, burning consumers hands and arms, and thus the Products created an unreasonable severe burn hazard when simply using the Product as intended.

115. Sunbeam's express warranties, and its affirmations of fact and promises made to Plaintiff and Class Members regarding the Products became part of the basis of the bargain between Defendant and Plaintiff and the Class, thereby creating an express warranty that the Products would conform to those affirmations of fact, representations, promises, and descriptions.

116. The Products do not conform to the express warranty because the representations are false or misleading.

117. As a direct and proximate cause of Defendant's breach of express warranty, Plaintiff and Class Members have been injured and harmed because: (a) they would not have purchased the Products on the same terms if they knew the truth about the Products; (b) they paid a substantial price premium for the Products based on Defendant's express warranties; and (c) the Products do not have the characteristics, uses, or benefits as promised.

118. All conditions precedent to Defendant's liability under this warranty and/or contract were performed by Plaintiff and the Class when they purchased the Products and used the Products as directed.

119. As a direct and proximate result of Defendant's conduct, Plaintiff and Class members have been injured and sustained damages.

120. Defendant's attempt to disclaim or limit the warranty is unconscionable and unenforceable under the circumstances here because:

- a. Defendant knowingly sold a defective product without informing consumers about the defect;
- b. The time limits contained in Defendant's warranty period are unconscionable and inadequate to protect Plaintiff and members of the Class;

- c. Plaintiff and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favor Defendant; and
- d. A gross disparity in bargaining power existed between the parties.

121. Defendant was given sufficient notice of its breach of notice *inter alia* from numerous consumer complaints and through its own Recall of the Products for the Defect at issue.

SIXTH CAUSE OF ACTION
Breach of Implied Warranty
(on behalf of Plaintiff and the Nationwide Class)

122. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein

123. The sale of Defendant's Products created an implied warranty of merchantability pursuant to U.C.C. § 2-314.¹⁶

124. The defect caused the Products to be unmerchantable because the Products cannot perform their essential functions according to what the average purchaser would reasonably expect.

125. The warranty covers the defect and any damage proximately caused by the defect.

126. Defendant breached the warranty because it was unwilling or unable to remedy the defect within a reasonable time, and any attempt to remedy the defect has been ineffective.

¹⁶ All fifty States, the District of Columbia, and Puerto Rico have codified and adopted U.C.C. § 2-314: Ala. Code § 7-2-314; Alaska Stat. § 45.02.314; Ariz. Rev. Stat. Ann. § 47-2314; Ark. Code. Ann. § 4-2-314; Cal. Com. Code § 2314; Colo. Rev. Stat. § 4-2-314; Conn. Gen. Stat. Ann. § 42a-2-314; 6 Del. Code. § 2-314; D.C. Code. § 28:2-314; Fla. Stat. Ann. § 672.314; Ga. Code. Ann. § 11-2-314; Haw. Rev. Stat. § 490:2-314; Idaho Code § 28-2-314; 810 Ill. Comp. Stat. Ann. 5/2-314; Kan. Stat. Ann. § 84-2-314; Ky. Rev. Stat. Ann. § 355.2-314; La. Civ. Code Art. 2520; 11 Me. Rev. Stat. Ann. § 2-314; Md. Code. Ann. § 2-314; Mass. Gen. Law Ch. 106 § 2-314; Mich. Comp. Laws Ann. § 440.2314; Minn. Stat. Ann. § 336.2-314; Miss. Code Ann. § 75-2-314; Mo. Rev. Stat. § 400.2-314; Mont. Code Ann. § 30-2-314; Nev. Rev. Stat. U.C.C. § 104.2314; N.H. Rev. Ann. § 382-A:2-314; N.J. Stat. Ann. § 12A:2-314; N.M. Stat. Ann. § 55-2-314; N.Y. U.C.C. Law § 2-314; N.C. Gen. Stat. Ann. § 25-2-314; N.D. Stat. § 41-02-314; Ohio Rev. Code Ann. § 1302.27; Okla. Stat. tit. 12A § 2-314; Or. Rev. Stat. § 72.3140; 13 Pa. C.S. § 2314; P.R. Laws. Ann. Tit. 31, § 3841, et seq.; R.I. Gen. Laws § 6A-2-314; S.C. Code Ann. § 36-2-314; S.D. Stat. § 57A-2-314; Tenn. Code Ann. § 47-2-314; Tex. Bus. & Com. Code Ann. § 2-314; Utah Code Ann. § 70A-2-314; Va. Code § 8.2-314; Vt. Stat. Ann. 9A § 2-314; W. Va. Code § 46-2-314; Wash. Rev. Code § 62A 2-314; Wis. Stat. Ann. § 402.314; and Wyo. Stat. § 34.1-2-314.

127. Defendant's breach deprived Plaintiff and Class members of the benefit of the bargain.

128. Defendant's attempt to disclaim or limit the warranty is unconscionable and unenforceable under the circumstances here because:

- a. Defendant knowingly sold a defective product without informing consumers about the defect;
- b. The time limits contained in Defendant's warranty period are unconscionable and inadequate to protect Plaintiff and members of the Class;
- c. Plaintiff and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favor Defendant; and
- d. A gross disparity in bargaining power existed between the parties.

129. The essential purpose of the warranty failed because Plaintiff and Class members are unable to reasonably obtain a workable remedy pursuant to the terms of the warranty, so Plaintiff and Class members are entitled to a remedy that is not limited by the terms of the warranty.

130. Plaintiff and Class members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of Defendant's conduct described herein.

131. As a direct and proximate result of Defendant's conduct, Plaintiff and Class members have been injured and sustained damages.

132. Defendant was given sufficient notice of its breach of notice *inter alia* from numerous consumer complaints and through its own Recall of the Products for the Defect at issue.

PRAYER FOR RELIEF

WHEREFORE, the following relief is requested:

- a. An order certifying this action as a class action.

- b. An award of statutory, compensatory, incidental, consequential, and punitive damages and restitution to the extent permitted by law in an amount to be proven at trial.
- c. An order enjoining Defendant's unlawful conduct.
- d. An award of attorneys' fees, expert witness fees, costs, and Class representative incentive awards as provided by applicable law.
- e. An award of interest as provided by law, including pre-judgment and post-judgment interest.
- f. Such other and further relief as this Court may deem just, equitable, or proper.

Dated: November 13, 2025

Respectfully submitted,

/s/ Brett R. Cohen

Brett R. Cohen, Esq.

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