UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

MONICA CORBETT individually and on behalf of all others similarly situated,

Plaintiff,

v.

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

Defendant.

Civil Action No. 1:25-cv-05616

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Monica Corbett ("Plaintiff"), individually and on behalf of all others similarly situated, by and through their undersigned counsel, bring 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.

INTRODUCTION

1. This is a class action lawsuit against the Defendant regarding the manufacture, distribution, and sale of its Oster French Door Countertop Ovens (the "Affected Products," "Oven" or "Ovens"), Model Numbers TSSTTVFDXL, TSSTTVFDDG, TSSTTVFDMAF and TSSTTVFDDAF.

2. Sunbeam sold the Affected Products for a retail price between $140 and $250.[1]

3. Sunbeam imported the Ovens that were manufactured in China. The Ovens were

[1] *See U.S. Consumer Product Safety Commission, Sunbeam Products Recalls More than One Million Oster French Door Countertop Ovens Due to Burn Hazard, Recall No. 25-475, available at https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard (last visited Oct. 6, 2025).*

manufactured and distributed with doors that lacked sufficient holding force or secure hinge mechanisms, but Sunbeam did not disclose that to consumers.

4. 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 is a design defect, which Defendant has acknowledged through a product recall, and it creates a burn hazard for users of the Affected Products, resulting in injuries to consumers, including Plaintiff.

5. Plaintiff and other consumers had a reasonable expectation that the Affected Products would not pose a serious burn hazard, including the risk that the doors can suddenly and forcefully close, trapping users' hands and arms and causing injury. [2]

6. Sunbeam's own product page makes affirmative safety-and-convenience claims that are misleading by omission. On its website, Sunbeam proclaims that: "Elegant French Doors open with a single pull, inserting and removing meals easy and convenient making it easy to insert and remove food."[3] See *Figure 1* below.

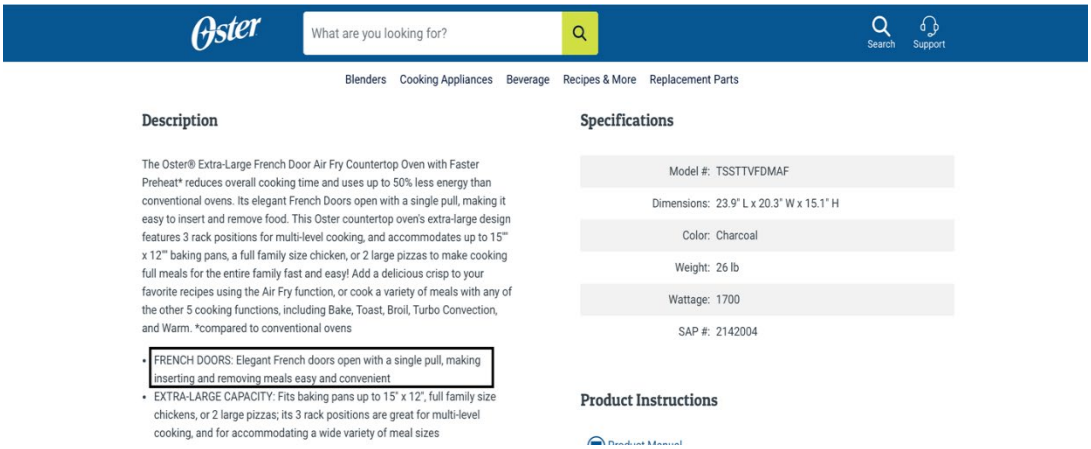


Figure 1: Screenshot from Sunbeam's website showing the French doors on the Oster Countertop Oven, which are advertised to open with a single pull for easy access.

[2] *Id.*

[3] Oster®, *Oster® Manual French Door Air Fry Oven*, https://www.oster.com/cooking-appliances/countertop-ovens/oster-manual-french-door-air-fry-oven/SAP_2142004.html (last visited October 6, 2025).

7. Sunbeam's product manual for the Ovens instructs consumers on at least 23 safeguards, none of which have to do with using the French door mechanism, despite its danger.[4]

8. Upon information and belief, the product manual, the box, and the advertising for the Affected Products do not warn users about the risk of the French door mechanism snapping shut and burning consumers.

9. Those representations about safety were false and misleading, and the Affected Products, by Sunbeam's own admission, are not safe.

10. Those representations about safety omitted critical safety details.

11. 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.). 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.

12. In Oster's own marketing video, the presenter demonstrates the French-door mechanism and exclaims: "Wow, that's really cool, both doors open at once, that's a great idea."[5] This endorsement of the door design, delivered while encouraging close-hand interaction with the appliance, reinforces a message of safety and ease of use and omits any disclosure that the doors may suddenly and forcefully close—a material hazard now acknowledged by the recall.

13. Sunbeam had ample notice of the door-hazard from publicly posted consumer

[4] U.S. Sunbeam Products / Oster, User Manual: Oster French Door Air Fry Countertop Oven (Model TSSTTVFDMAF) (Nov. 11, 2020), available at https://s7d9.scene7.com/is/content/NewellRubbermaid/TSSTTVFDMAF_Grover_IB, at 2 (last visited Oct. 6. 2025).

[5] *See* Oster®, *French Door Manual Oven Unboxing |Oster®*, YouTube, at 0:48, https://www.youtube.com/watch?v=3NMtSMNkhp8 (last visited Oct 6, 2025).

reviews well before the recall. For example, a verified-purchase review dated July 7, 2024, reported: "After only a few uses, the oven doors do not close completely."

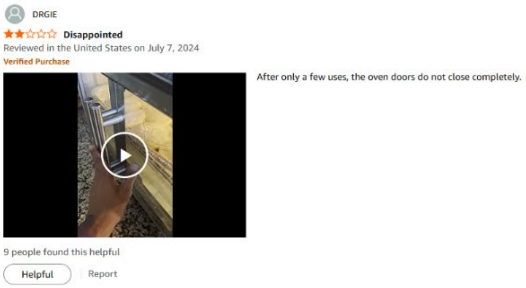


Figure 2 - Amazon review by "DRGIE"

14. Another detailed review on January 3, 2025, warned: "the doors became increasingly difficult to close in the second year, finally becoming jammed in the open position," and, upon inspection, "the cross arms for closing and opening were severely bent, even beginning to crack." The reviewer concluded: "I see the issue as a serious manufacturing defect. It just became increasingly difficult to engage the closing mechanism, which must overcome the spring tension that allows the doors to remain fully open."

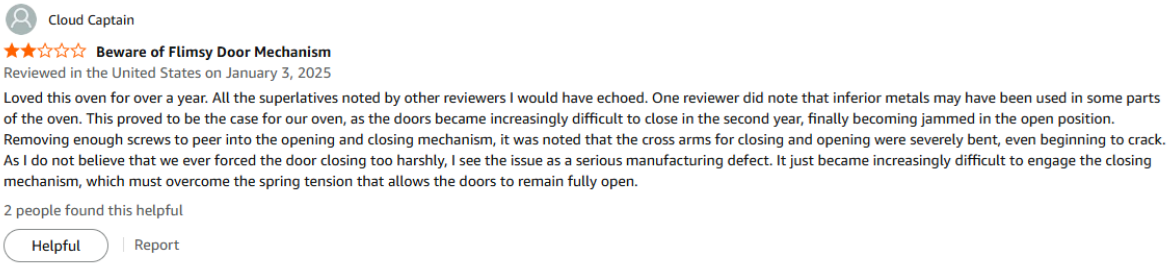


Figure 3- Amazon review by "Cloud Captain".

15. Sunbeam also had notice from its own website. A one-star review titled "Doors will close and burn you" states: "I have been burned several times by the doors closing while I am removing the food. This appliance sucks. Don't waste your money!!!" The page includes a contemporaneous "Response from Oster" apologizing and inviting the consumer to contact Customer Care—an acknowledgment that the complaint was read and received. This on-site report of doors "closing" during use, coupled with burns, mirrors the hazard later identified in the recall

and underscores Sunbeam's actual (not merely constructive) knowledge while sales and marketing continued.

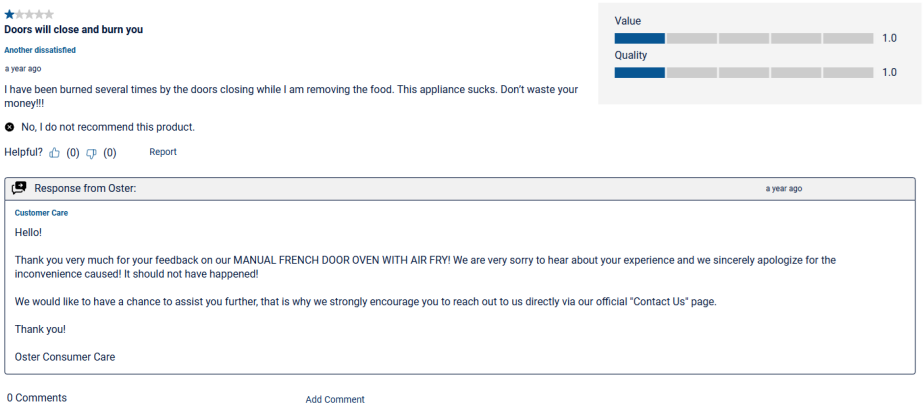


Figure 4 - A review on Oster's page titled "Doors will close and burn you"

16. 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: (i) violations of New York General Business Law ("GBL") §§ 349 and 350, and (ii) unjust enrichment.

PARTIES

17. Plaintiff Monica Corbett is a citizen of Queens, New York and owns the Model TSSTTVFDDG. The Product snaps shut immediately when she lets go of the door, and has been burned by the oven due to the door snapping shut. She received an Amazon recall notice letter. Ms. Corbett purchased the oven from Amazon and routinely uses it to cook as she prefers not to use her gas oven due to the dangerous possibility of gas leaks. She has encountered hazardous events from the oven and has been burned. She remains apprehensive that the device could burn her more and does not think the repair kit provided by Sunbeam during the recall is sufficient to safeguard her. She fears the product could cause harm to herself and/or others.

18. Defendant Sunbeam is a Delaware corporation with its principal place of business located at Boca Raton, Florida. Sunbeam Products, Inc. designs, manufactures, markets,

distributes, advertises, warrants, and sells consumer kitchen appliances, including the Affected Products, throughout the United States, including in New York. At all relevant times hereto, Sunbeam Products, Inc. created and/or authorized the false and misleading advertising, labeling, and representations regarding the safety and performance of the Affected Product.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 Class members; the aggregate amount in controversy exceeds $5,000,000.00, exclusive of interest, fees, and costs; and at least one Class member is a citizen of a state different from the Defendant.

20. This Court has personal jurisdiction over Defendant because Defendant purposefully marketed, advertised, and sold the Affected Products to consumers, including Plaintiff, within this forum state. Defendant thereby established sufficient minimum contacts by directing its commercial activities into the state and engaging in transactions that form the basis of Plaintiff's claim. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this District, and suffered the alleged harm here.

FACTUAL ALLEGATIONS

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

21. Defendant manufactured, distributed, marketed, and sold the Affected Products. The Affected Products were specifically marketed as a safe and easy to use product that will serve as a countertop oven.

22. Defendant engaged in marketing efforts to persuade consumers on the benefits of the Ovens. Sunbeam and its retail partners promoted the Ovens in video advertising, including a QVC segment that highlights the "French door" design as a key benefit — emphasizing one-

handed opening, easier access to the cooking cavity, and convenient placement and removal of food.[6]

23. Defendant Sunbeam's own product page makes affirmative safety-and-convenience claims that 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] Nowhere does the product page or manual disclose the material risk that the doors can suddenly and forcefully close — precisely when a user is inserting or removing food — creating a foreseeable burn hazard.[8]

24. Defendant sold the Affected Products through their website at Sunbeam.com and third party reatilers such as Bed Bath and Beyond, Costco, Walmart and other stores nationwide and online at Amazon.com and Overstock.com from August 2015 through July 2025 for between $140 and $250.[9]

[6] QVCtv, *Oster XL Digital Convection Oven w/ French Doors on QVC*, YOUTUBE, at 5:00 and 10:50, YOUTUBE https://www.youtube.com/watch?v=0cgBWUfvDWs (last visited Oct 6, 2025).
[7] Oster®, *Oster® Manual French Door Air Fry Oven*.
[8] *Id.*
[9] U.S. Consumer Prod. Safety Comm'n, *Sunbeam Products Recalls More than One Million Oster French Door Countertop Ovens Due to Burn Hazard* CPSC (Sept. 25, 2025), https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard. (last visited Oct. 6, 2025

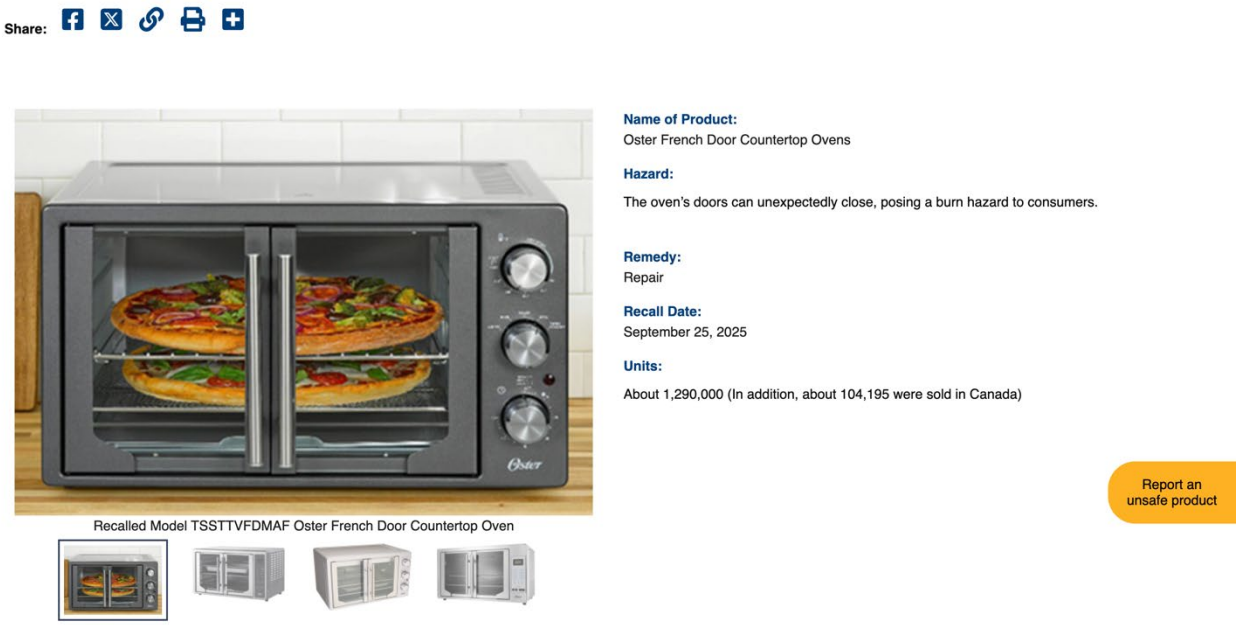


Figure 5- Screenshot from CPSC's website showing Oster French Door Countertop Oven, Model TSSTTVFDMAF

B. Defendant's Design Poses a Serious Burn In The Affected Products.

25. Defendant's Ovens pose a serious burn hazard, as the doors can suddenly and forcefully close, trapping users' hands and arms and causing injury.

26. At least 95 incidents and multiple burn injuries, including second-degree burns, have been reported to date.[10] Consumers purchased or received these Ovens under the belief that they were safe for household use; instead, they have been subjected to risks of harm and burns.

27. Plaintiff, although she did not report her injury, was also burned by the Oven.

28. The Ovens 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 manuals,[11] box labeling or packaging, and online materials did not include any warnings that the doors might suddenly close or cause injury.

[10] I*d.*

[11] U.S. Sunbeam Products / Oster, *User Manual: (Model TSSTTVFDMAF)*. OSTER https://www.oster.com/cooking-appliances/countertop-ovens/oster-manual-french-door-air-fry-oven/SAP_2142004.html (last visited Oct. 6, 2025).

29. Feasible, safer alternative designs were available at reasonable cost, at all relevant times, including, but not limited to, (a) mechanisms to hold doors at partial-open positions; (b) dual-handle mechanisms that avoids one-hand operation; (c) increased closing resistance or dampers; (d) edge-guarding or heat-insulating contact surfaces; and (e) clear warning labels on the Affected Product.

30. Sunbeam had ample notice of the door hazard from publicly posted consumer reviews well before the recall. For example, a verified-purchase review dated July 7, 2024, reported: "After only a few uses, the oven doors do not close completely."

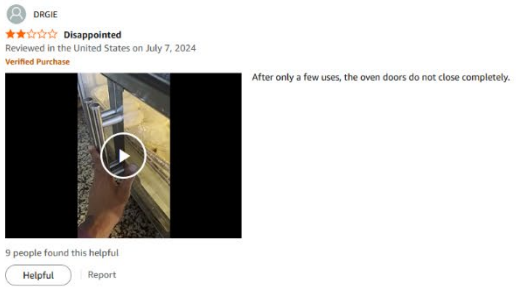
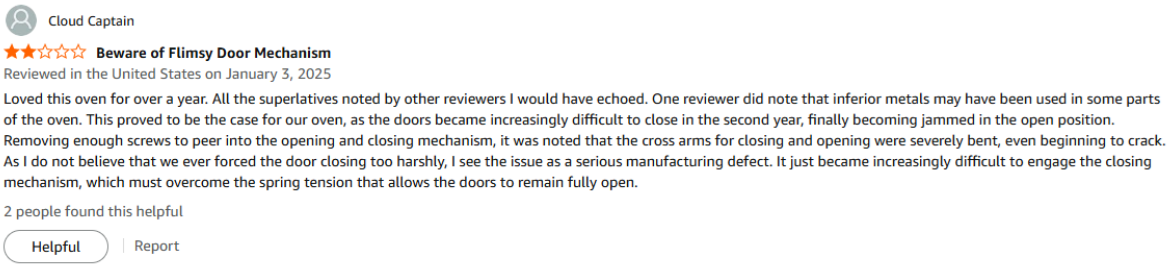


Figure 9 - Amazon review by "DRGIE"

31. Another detailed review on January 3, 2025, warned: "the doors became increasingly difficult to close in the second year, finally becoming jammed in the open position," and, upon inspection, "the cross arms for closing and opening were severely bent, even beginning to crack." The reviewer concluded: "I see the issue as a serious manufacturing defect. It just became increasingly difficult to engage the closing mechanism, which must overcome the spring tension that allows the doors to remain fully open.". See *Figure 10* below.


Cloud Captain

Beware of Flimsy Door Mechanism

Reviewed in the United States on January 3, 2025

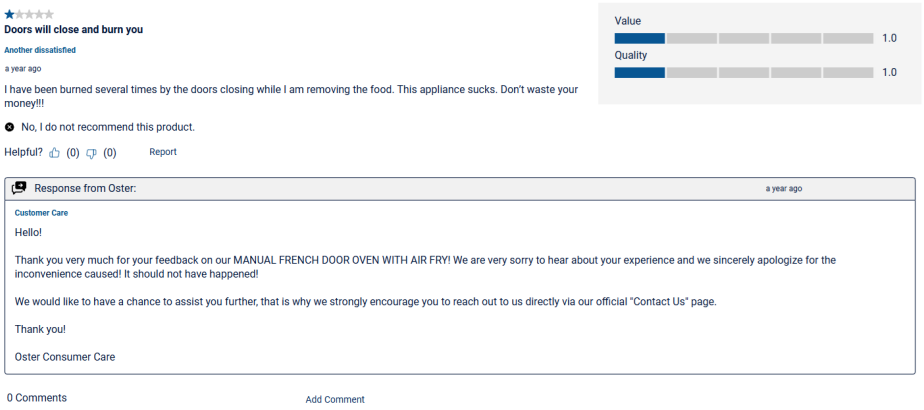
Loved this oven for over a year. All the superlatives noted by other reviewers I would have echoed. One reviewer did note that inferior metals may have been used in some parts of the oven. This proved to be the case for our oven, as the doors became increasingly difficult to close in the second year, finally becoming jammed in the open position. Removing enough screws to peer into the opening and closing mechanism, it was noted that the cross arms for closing and opening were severely bent, even beginning to crack. As I do not believe that we ever forced the door closing too harshly, I see the issue as a serious manufacturing defect. It just became increasingly difficult to engage the closing mechanism, which must overcome the spring tension that allows the doors to remain fully open.

2 people found this helpful

Helpful | Report

Figure 10- Amazon review by "Cloud Captain"

32. Sunbeam also had notice from its own website. A one-star review titled "Doors will close and burn you" states: "I have been burned several times by the doors closing while I am removing the food. This appliance sucks. Don't waste your money!!!" The page includes a contemporaneous "Response from Oster" apologizing and inviting the consumer to contact Customer Care—an acknowledgment that the complaint was read and received. This on-site report of doors "closing" during use, coupled with burns, mirrors the hazard later identified in the recall and underscores Sunbeam's actual (not merely constructive) knowledge while sales and marketing continued. See *Figure 11* below.


Doors will close and burn you

Another dissatisfied

a year ago

I have been burned several times by the doors closing while I am removing the food. This appliance sucks. Don't waste your money!!!

No, I do not recommend this product.

Helpful? (0) (0) Report

Value 1.0

Quality 1.0

Response from Oster: a year ago

Customer Care

Hello!

Thank you very much for your feedback on our MANUAL FRENCH DOOR OVEN WITH AIR FRY! We are very sorry to hear about your experience and we sincerely apologize for the inconvenience caused! It should not have happened!

We would like to have a chance to assist you further, that is why we strongly encourage you to reach out to us directly via our official "Contact Us" page.

Thank you!

Oster Consumer Care

0 Comments Add Comment

Figure 11 - A review on Oster's page titled "Doors will close and burn you"

33. On Oster.com, a one-star review titled "Terrible!" reports: "Don't buy—poor door mechanism. It will get stuck opened in no time. Mine[s] shattered while trying to force close the thing. Never will buy another product from this manufacturer." The page reflects a contemporaneous "Response from Oster" acknowledging the complaint and directing the

consumer to Customer Care. This on-site complaint—mirroring the same failure mode of doors sticking open and shattering when users attempt to close them—put Sunbeam on actual notice of a material safety defect while sales and marketing continued. See *Figure 12* below.

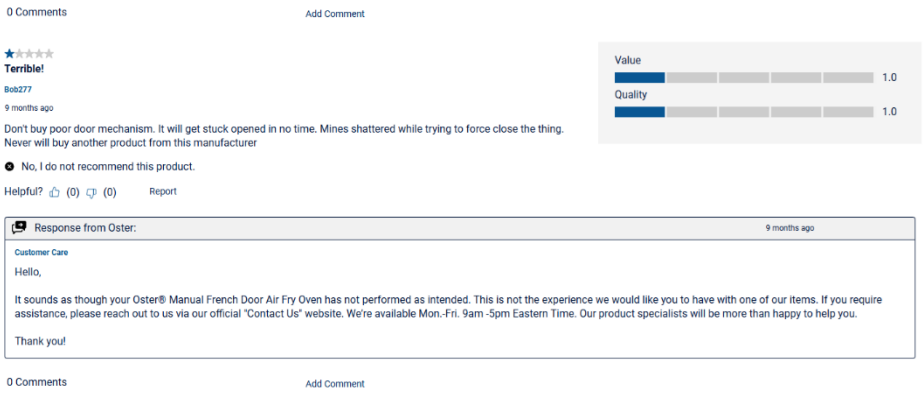


Figure 12- A review on Oster's page titled "Doors will close and burn you"

C. Defendant's False and Misleading Advertising Campaign to Promote Safety and Induce Consumers to Purchase the Affected Products

34. As shown in Figures above, Sunbeam and its retail partners promoted the Ovens through video advertising, including a QVC segment that highlighted the "French door" design as a key benefit. The segment emphasized features such as one-handed opening, easier access to the cooking cavity, and convenient placement and removal of food while the doors swing freely.[12] The segment repeatedly touted the French doors as a differentiating feature and depicted close-hand interactions inside the oven. Yet, at no point did the advertisement disclose the known risk that the doors could suddenly and forcefully close, trapping users' hands or forearms and causing burns. Instead, the visuals and narration together conveyed a message of safety, convenience, and ease of use — representations that were inconsistent with the serious hazard later identified in the CPSC recall.

35. When it sold the Affected Products, Sunbeam's consumer-facing marketing was

[12] QVCtv, *Oster XL Digital Convection Oven w/ French Doors on QVC*, at 5:00 and 10:50.

materially misleading and induced consumers to purchase and use the product under a false sense of safety. advertised and emphasized its commitment to safety. By touting the door mechanism as a benefit while concealing the known risk of sudden closure, later confirmed in the recall, Sunbeam engaged in deceptive and false advertising practices.

36. Nowhere does Sunbeam, on the product page or in the manual, disclose the material risk that the doors may suddenly and forcefully close while a user is inserting or removing food, creating a foreseeable burn hazard.[13]

37. Household countertop ovens are subject to industry safety standards including UL 1026 (Underwriters Laboratories Standard for Electric Household Cooking and Food Serving Appliances) and UL 858 (Underwriters Laboratories Standard for Household Electric Range). These standards require designs that minimize burn and mechanical hazards through ordinary use.

38. Defendant positioned itself in the marketplace as a trusted and safety-conscious manufacturer of premium kitchen appliances, distinguishing its Ovens from lower-cost alternatives sold by lesser-known brands. By promoting features such as the "French door" design and highlighting convenience, one-handed operation, and ease of access as key benefits. Sunbeam expressly marketed the Ovens as safe. Focus on safety was a key marketing strategy of Sunbeam and help build consumer trust and hence was able to sell its Ovens across major retail platforms, including, but not limited to, Amazon and QVC.

39. Consumers reasonably relied on Sunbeam's representations that its products incorporated robust safety features and met rigorous safety standards. Sunbeam's marketing, including advertisement segments highlighting and emphasizing one-handed opening, easier access to the cooking cavity and convenient placement and removal of food while the doors swing

[13] Oster®, *Oster® Manual French Door Air Fry Oven* .

freely,[14] reinforced the perception that the Ovens were carefully engineered, tested, and safe for household use.

40. As a result, consumers — including Plaintiff — were induced to pay more for the Affected Products based on Sunbeam's representations of safety and convenience. assurances of quality and protection. Sunbeam's conduct influenced consumer decision-making by creating the false impression that its products were meaningfully safer, when in fact the Ovens posed a serious burn hazard and risk of injury to the User, as confirmed by the nationwide CPSC recall implemented due to severe safety risks.

D. Consumers Have Been Harmed By Defendant's False and Misleading Representations

41. Defendant knew, or should have known, that the advertising and labeling claims made on the Affected Products are false and misleading.

42. Defendant sold products that have been subject to nationwide recalls prior to the one that is the subject of this complaint.

43. This includes in March 2023 the Sunbeam recalled Sunbeam Queen Size Heated Blankets which was recalled because "heated blankets can overheat, posing fire and burn hazards."[15]

44. Defendant knew, or should have known, that their products may not actually be safe given the earlier product recalls they have issued in the past prior to the one that occurred in September of 2025.

45. Defendant's marketing materials touted the "single-pull French doors" as "easy and

[14] QVCtv, *Oster XL Digital Convection Oven w/ French Doors on QVC*, at 5:00 and 10:50.
[15] Sunbeam Heated Blankets Recalled Due to Burn and Fire Hazards; Distributed by Star Elite, Consumer Product Safety Commission, CPSC https://www.cpsc.gov/Recalls/2023/Sunbeam-Heated-Blankets-Recalled-Due-to-Burn-and-Fire-Hazards-Distributed-by-Star-Elite (last visited Oct 6, 2025).

convenient."[16] These representations were misleading because they omitted the material fact that the doors would snap shut unexpectedly and could burn users.

46. Defendant knew, or should have known, that the advertising for the Affected Products misrepresented material facts concerning safety.

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

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

E. <u>The Affected Products Have Been the Subject of a Recall</u>

49. On September 25, 2025, Sunbeam announced a recall of approximately 1,290,000 Affected Products.[17] 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.

50. Sunbeam has advised its consumers to stop using the recalled countertop ovens immediately and contact Sunbeam Products Inc. to receive a repair kit.[18]

51. The recall directed consumers to contact Sunbeam for a Door Assist Magnet repair kit. This repair confirms the existence of a feasible alternative design that could have prevented

[16] Oster®, *Oster® Manual French Door Air Fry Oven*.
[17] U.S. Consumer Product Safety Comm'n, *Sunbeam Products Recalls More than One Million Oster French Door Countertop Ovens Due to Burn Hazard.*
[18] *Id*.

the hazard at the time of sale.

52. The recall fails to provide sufficient reimbursement for the premium prices consumers paid in reliance on Sunbeam's misrepresentations as certain consumers may have disposed of the Affected Products given that it was dangerous and posed serious burn hazards. Additionally, the Recall does not give consumers the option to obtain a cash refund, instead only offering a repair kit from a company they may not trust anymore or know how to install. Further, the repair kit may not help solve the issue of the French doors snapping shut and causing burns.

TOLLING

53. The statutes of limitations applicable to Plaintiff's and the Classes' claims were tolled by Sunbeam's conduct and Plaintiff's and Class Members' delayed discovery of their claims.

54. As alleged above, Plaintiff and members of the Classes did not know, and could not have known, that the Affected Products were dangerous. Plaintiff's and members of the Classes could not have discovered Sunbeam's unlawful conduct with reasonable diligence.

CLASS ACTION ALLEGATIONS

55. Plaintiff brings this action pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, individually and on behalf of the following Classes:

> All persons who purchased one or more of Defendant's Affected Products in the United States for personal/household use within any applicable limitations period (the "Nationwide Class").

56. Plaintiff brings this action individually and on behalf of the following New York subclass:

> All persons who purchased one or more of Defendant's Affected Products in the state of New York for personal/household use within any applicable limitations (the "New York Subclass").

57. Excluded from the Class and Subclass are: (1) any Judge or Magistrate presiding over this action and any members of their families; and (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, any entities in which Defendant or their parents and any entities in which Defendant have a controlling interest and their current or former employees, officers, and directors.

58. Numerosity (Rule 23(a)(1)): The exact number of members of the Class is unknown and currently unavailable to Plaintiff, but joinder of individual members herein is impractical. The Class is likely comprised of thousands, if not millions, of consumers. The precise number of Class members, and their addresses, is unknown to Plaintiff at this time, but can be ascertained from Defendant's records and/or retailer records. The members of the Class may be notified of the pendency of this action by mail or email, Internet postings and/or publications, and supplemented (if deemed necessary or appropriate by the Court) by published notice.

59. Predominant Common Questions (Rule 23(a)(2) and (b)(3)): The Class's claims present common questions of law and fact, and those questions predominate over any questions that may affect individual Class members. The common and legal questions include, but are not limited to, the following:

a. whether the French-door retention system posed an unreasonable risk of unexpected closure;

b. whether Defendant's marketing omitted material defects/hazards;

c. whether the recall demonstrates a feasible alternative design;

d. Whether the marketing, advertising, packing, and labeling for the Affected Products were false, misleading, and/or deceptive;

e. Whether Defendant violated the state consumer protection statutes alleged

herein;

f. Whether Defendant were unjustly enriched; and

g. The nature of relief, including damages and equitable relief, to which Plaintiff and members of the Class are entitled.

60. Typicality of Claims (Rule 23(a)(3)): Plaintiff's claims are typical of the claims of the Class because Plaintiff's, like all other Class Members, purchased the one of the Affected Products, suffered damages as a result of that purchase, and seek the same relief as the proposed Class Members.

61. Adequacy of Representation (Rule 23(a)(4)): Plaintiff adequately represents the Class because his interests do not conflict with the interests of the members of the Class, and he has retained counsel competent and experienced in complex class action and consumer litigation. Plaintiff and his counsel will fairly and adequately protect the interest of the members of the Class.

62. Superiority (Rule 23(b)(3)): A class action is superior to other available means of adjudication for this controversy. It would be impracticable for members of the Class to individually litigate their own claims against Defendant because the damages suffered by Plaintiff and the members of the Class are relatively small compared to the cost of individually litigating their claims. Individual litigation would create the potential for inconsistent judgments and delay and expenses to the court system. A class action provides an efficient means for adjudication with fewer management difficulties and comprehensive supervision by a single court.

63. Declaratory Relief (Fed. R. Civ. P. 23(b)(1) and (2)): In the alternative, this action may properly be maintained as a class action because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class members, which would establish incompatible standards of conduct for

the Defendant; or the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of other members of the Class not parties to the adjudications, or substantially impair or impede their ability to protect their interests; or Defendant have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

CAUSES OF ACTION

COUNT I
Violation of New York Deceptive Acts and Practices Law
New York General Business Law §§ 349 and 350
(On behalf of Plaintiff and the New York Subclass)

64. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

65. By the acts and conduct alleged herein, Sunbeam committed deceptive acts and practices in the State of New York by making the above alleged misrepresentations directed to consumers in New York.

66. Plaintiff and other members of the New York Class are "consumers" in accordance with New York General Business Law ("GBL") § 349.

67. Defendant's advertisements and point of sale materials represented that the door design opens with a single pull for easy access. This and other representations were false and misleading because Defendant omitted the material fact that the doors could unexpectedly close, creating a burning hazard. A reasonable consumer would have considered that information important in deciding whether to purchase the Affected Product.

68. Sunbeam's statements concerning the safety of the Affected Products, alleged above, were advertisements in accordance with GBL § 350. Sunbeam's statements concerning the

safety of the Affected Products, alleged above, were misleading in violation of GBL §§ 349 and 350. At all relevant times, Sunbeam conducted trade and commerce in New York and elsewhere within the meaning of GBL § 349, and profited from the sale of the Affected Products within New York.

69. Section 349 allows a plaintiff to recover "actual damages or fifty dollars, whichever is greater." N.Y. Gen. Bus. L. §349(h). Section 350 allows a plaintiff to recover "actual damages or five hundred dollars, whichever is greater." *Id.* §350-e.

70. As a direct and proximate result of Sunbeam's conduct, Plaintiff and other members of the Class have suffered damages.

71. Accordingly, Plaintiff and the Class seek to enjoin the unlawful acts and practices described herein, to recover actual damages or statutory damages of fifty dollars and five hundred dollars under GBL §§ 349 and 350, respectively, whichever is greater, as well as punitive damages and reasonable attorneys' fees and costs. On behalf of Plaintiff and the New York Subclass, Plaintiff also seeks an order entitling them and the New York Subclass to recover all monies which were acquired through Defendant's acts of fraudulent, unfair, or unlawful competition.

COUNT II
UNJUST ENRICHMENT
(On behalf of the Plaintiff and the Class)

72. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

73. Plaintiff and Class members conferred benefits upon Defendant. Plaintiff and Class members paid money for Defendant's Affected Products that they would not have purchased or would not have purchased on the same terms, had they known that the Affected Products were unsafe or could be susceptible to overheating.

74. Defendant unjustly retained the benefits conferred upon by Plaintiff and Class members.

75. Defendant retained those benefits under circumstances that make it inequitable for Defendant to retain such benefits. Specifically, Defendant retained those benefits even though Defendant's Affected Products were unsafe and could not perform as advertised. If Plaintiff and Class members had known the true nature of Defendant's Affected Products, they would not have purchased the products. Plaintiff and Class members are therefore entitled to disgorgement and/or restitution as prayed for hereunder.

76. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiff and members of the Class is unjust and inequitable, Defendant must pay restitution to Plaintiff and members of the Class for its unjust enrichment, as ordered by the Court.

COUNT III
NEGLIGENT DESIGN
(On behalf of the Plaintiff and the Class)

77. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

78. Defendant had a duty to exercise reasonable care in the design of the Affected Products to avoid unreasonable, foreseeable risks of harm where safer, feasible alternatives existed.

79. The Ovens' one-handed French-door layout invite users to place a stabilizing hand at or near the door edge while manipulating the opposite handle — placing the hand in the zone of danger — because the doors do not reliably remain in a partially open position and may swing shut.

80. Feasible, safer alternative designs were available at reasonable cost, including, but

not limited to, (a) mechanisms to hold doors at partial-open positions; (b) dual-handle mechanisms that avoids one-hand operation; (c) increased closing resistance or dampers; (d) edge-guarding or heat-insulating contact surfaces; and (e) clear warning labels on the Affected Product.

81. Defendant breached its duty by adopting and selling the above layout without proper safeguards.

82. This defective design was a substantial factor in causing the dangerous sudden door shutting events alleged by Plaintiff and the putative Class members.

83. Defendant had actual and constructive knowledge of the defect well before the recall announcement, including consumer complaints, internal testing, and incident data accumulated over years. Defendant continued marketing and selling the Affected Products without adequate warning or redesign.

84. Plaintiff and the Class suffered injury and damages related losses, proximately caused by Defendant's negligent design.

85. Plaintiff and the Class suffered injury due to burns, proximately caused by Defendant's negligent design.

COUNT IV
NEGLIGENT FAILURE TO WARN
(On behalf of the Plaintiff and the Class)

86. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

87. Defendant owed a duty to provide adequate warnings and instructions regarding non-obvious risks known or reasonably knowable at the time of sale, and — when appropriate — to provide post-sale warnings as knowledge of hazards emerged.

88. The risk that the French doors would unexpectedly swing shut during one-handed

operation, placing users' hands at the hot door edge/opening, was not open and obvious to ordinary consumers at purchase.

89. Defendant knew or, in the exercise of reasonable care, should have known of the hazard through pre-market testing, consumer complaints, and product-use data. Post-sale, Defendant received and acknowledged customer reviews reporting burn events and door-closure issues yet failed to timely issue adequate warnings, instructions, or interim safety guidance, and did not initiate a recall until after at least 95 injuries had occurred.

90. Defendant breached its duties by (a) omitting clear pre-sale warnings about the risk of sudden swing-shut and safe hand placement; (b) failing to instruct on two-hand operation and protective measures; and (c) failing, post-sale, to promptly warn past purchasers or provide interim use instructions, door-holding devices, or repairs once the hazard became evident.

91. The absence of adequate warnings and instructions was a substantial factor in causing the burn injuries to Plaintiff and Class members during ordinary and intended use.

COUNT V
NEGLIGENCE
(On behalf of the Plaintiff and the Class)

92. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

93. Defendant owed Plaintiff and the Class a duty to exercise reasonable care in the design, testing, manufacture, instructions, and warnings for its French-door countertop ovens, including a post-sale duty to take reasonable steps once hazards became known.

94. Defendant breached these duties by, among other things: (a) adopting a one-handed French-door layout that invites hand placement at the hot door edge without adequate hold-open, damping, or guarding; (b) failing to conduct or act on reasonable testing; (c) failing to provide

adequate pre-sale warnings and instructions regarding swing-shut and safe hand placement; and (d) failing, post-sale, to timely warn prior purchasers, issue corrective instructions, or implement a prompt repair/retrofit after receiving consumer complaints and injury reports.

95. The risks of sudden door closure and contact with heated door edges were foreseeable to Defendant, and safer, feasible alternatives and precautions were available at reasonable cost, including positive latching or detents for partial-open positions, - increased closing resistance, and clear, prominent warnings and instructions.

96. Defendant's negligence was a substantial factor in causing the sudden doors swinging shut and burn injuries suffered by Plaintiff and the Class during ordinary and intended use. Such harm was a reasonably foreseeable consequence of the breaches alleged.

97. As a direct and proximate result, Plaintiff and the Class sustained injuries and damages, including physical burns, pain and suffering, medical expenses, out-of-pocket losses, and diminution in value.

COUNT VI
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
U.C.C. § 2-314
(On behalf of the Plaintiff and the Class)

98. Plaintiff hereby incorporates all other paragraphs of this Complaint and restates them as if fully set forth herein.

99. Defendant is a merchant that designed, manufactured, marketed, and sold the Affected Products for ordinary household cooking use.

100. An implied warranty arose that the Ovens were fit for the ordinary purposes for which such goods are used, including safe insertion and removal of food during ordinary operation.

101. The Ovens were not merchantable at the time of sale because the one-handed French-door layout permits and invites hand placement at the door edge while the doors can

suddenly swing shut, exposing users to hot edges/openings and causing burns during foreseeable, ordinary use.

102. Defendant knew or should have known of this hazard through pre-market testing and post-sale complaints and reviews, yet continued sales without an adequate design fix or effective warnings.

103. Plaintiff and Class members purchased the Ovens from Defendant or its authorized retailers. To the extent privity is required, it is satisfied by purchases through Defendant's retail channels and/or because purchasers were intended third-party beneficiaries of Defendant's warranties.

104. Any purported warranty disclaimer or limitation is unenforceable because it was not conspicuous, is unconscionable given the undisclosed safety defect, and in all events any limited remedy failed of its essential purpose.

105. Defendant had actual notice from consumer complaints and injury reports, as well as a letter sent by Plaintiff.

106. Defendant's breach was a proximate cause of injuries and damages, including physical burns, pain and suffering, and medical expenses, and overpayment, out-of-pocket and replacement costs, and diminution in value.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Classes, pray for relief and judgment against Defendant as follows:

a. Certifying the Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as the representative of the Class, and designating Plaintiff's counsel as Class Counsel;

b. Awarding Plaintiff and the Classes compensatory damages;

c. An order requiring Defendant to implement a court-supervised repair and corrective-notice program for all Affected Products;

d. Corrective advertising and disclosure statements at points of sale and on Defendant's website;

e. Disgorgement and restitution of monies received from Class Members as a result of the defective and misrepresented products_

f. Awarding Plaintiff and the Classes appropriate relief, including but not limited to actual damages;

g. For declaratory and equitable relief, including restitution and disgorgement;

h. For an order enjoining Defendant from continuing to engage in the wrongful acts and practices alleged herein;

i. Awarding Plaintiff and the Classes the costs of prosecuting this action, including expert witness fees;

j. Awarding Plaintiff and the Classes reasonable attorneys' fees and costs as allowable by law;

k. Entering preliminary and permanent injunctive relief against Defendant, directing Defendant to cure inadequate recall and notification processes, correct their manufacturing and marketing practices and to comply with the relevant consumer protection statutes;

l. Awarding pre-judgment and post-judgment interest;

m. For punitive damages; and

n. Granting any other relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

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

Dated: October 7, 2025

LEVI & KORSINSKY, LLP

By: */s/ Mark S. Reich*

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Michael N. Pollack (6173272)
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27th Floor
New York, NY 10004
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Counsel for Plaintiff

Revised 02.13.2025; Effective 02.17.2025

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

MONICA CORBETT individually and on behalf of all others similarly situated

Queens Cty., NY

(EXCEPT IN U.S. PLAINTIFF CASES)

(b) County of Residence of First Listed Plaintiff

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

LEVI & KORSINSKY, LLP; 33 Whitehall St., 27th Floor; New York, NY 10004; Telephone: (212) 363-7500

DEFENDANTS

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

County of Residence of First Listed Defendant

(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
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 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)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 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
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	**PERSONAL INJURY** ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice **PERSONAL INJURY** ☒ 365 Personal Injury - Product Liability ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability **PERSONAL PROPERTY** ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other **LABOR** ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act **IMMIGRATION** ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 **INTELLECTUAL PROPERTY RIGHTS** ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 **SOCIAL SECURITY** ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) **FEDERAL TAX SUITS** ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/ Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes

REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS
☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/ Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	**Habeas Corpus:** ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty **Other:** ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement

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

☒ 1 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)

Brief description of cause:
The manufacture, distribution, and sale of defective products.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE
10/07/2025

SIGNATURE OF ATTORNEY OF RECORD
/s/ Mark S. Reich

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of $150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Mark S. Reich, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☑ monetary damages sought are in excess of $150,000.00 exclusive of interest and costs,
- ☑ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more or its stocks. Add an additional page if needed.

N/A

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you must select Office Code 2.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County? ☐ Yes ☑ No
2. Is the action—not involving real property—being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County? ☐ Yes ☑ No
3. If you answered "No" to all parts of Questions 1 and 2:
   a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County? ☐ Yes ☑ No
   b. Do the majority of defendants reside in Nassau or Suffolk County? ☐ Yes ☑ No
   c. Is a substantial amount of any property at issue located in Nassau or Suffolk County? ☐ Yes ☑ No
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County? ☐ Yes ☑ No

(*Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, of if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts*).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☑ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain) ☑ No

I certify the accuracy of all information provided above.

Signature: /s/Mark S. Reich