

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

KIMBERLY CLARKE JONES, individually and on behalf of all others similarly situated,	)	
	)	Case No.: 25-cv-13314
Plaintiff,	)	
v.	)	
	)	<b>JURY TRIAL DEMANDED</b>
SUNBEAM PRODUCTS, INC.,	)	
	)	
Defendant.	)	

**CLASS ACTION COMPLAINT**

Plaintiff Kimberly Clarke Jones (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, brings this Class Action Complaint against Defendant Sunbeam Products, Inc. (“Defendant”) and alleges the following upon information and belief, except for those allegations pertaining to Plaintiff, which are based on personal knowledge:

**NATURE OF THE ACTION**

1. This is a class action lawsuit regarding Defendants’ manufacturing, distribution, advertising, marketing, labeling, and sale of Oster-brand French Door Countertop Ovens (“Oven(s)” or “Product(s)”) <sup>1</sup> that are sold nationwide, all of which suffer from an identical defect.
2. Between August 2015 and July 2025, Sunbeam sold approximately 1.29 million Ovens throughout the United States for a retail price between \$140.00 and \$250.00. <sup>2</sup>
3. Each of the approximately 1.29 million Ovens contains an identical defect in its spring-loaded door mechanism.

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<sup>1</sup> The Product at issue includes the Oster French Door Countertop Oven with model number TSSTTVFDDAFBK-GRL-035.

<sup>2</sup><https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard>

4. This flaw (“Defect”) can unexpectedly cause the door mechanism to snap shut and cause burn injuries to users. Sunbeam failed to disclose the existence of this Defect to consumers prior to sale.

5. Due to the Defect, Sunbeam has received at a minimum (95) consumer reports describing incidents of the oven doors closing without warning, resulting in burn injuries, including at least two (2) reports of second-degree burns.<sup>3</sup>

6. On or about September 25, 2025, Sunbeam, in conjunction with the United States Consumer Product Safety Commission (“CPSC”), announced a voluntary recall of the Ovens, advising consumers to “immediately stop using” the Products. This recall displays that the Ovens are unreasonably dangerous and unfit for their ordinary and intended use.<sup>4</sup>

7. Notwithstanding the recall, Sunbeam has declined to issue refunds for the defective products. Instead, Sunbeam has offered only a self-repair option involving a “repair kit” containing clip-on components, regardless of whether consumers are capable of safely performing such repairs. Additionally, the repair kits are not yet available, as Sunbeam has only stated that shipments will “begin in November,” without providing clear details about their distribution or accessibility to all affected consumers.<sup>5</sup>

8. The recall, issued only after Sunbeam received at least ninety-five (95) reports of malfunctions and burn injuries, illustrates the opposite of an effective safety recall. It was delayed, as Sunbeam had been aware of the Defect for years, evidenced by consumer complaints appearing on Sunbeam’s own website, which dated back at least three years. The recall is also grossly insufficient, as it fails to provide consumers with a timely or practical remedy. Consumers have

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<sup>3</sup><https://www.cpsc.gov/Recalls/2025/Sunbeam-Products-Recalls-More-than-One-Million-Oster-French-Door-Countertop-Ovens-Due-to-Burn-Hazard>

<sup>4</sup> *Id.*

<sup>5</sup> <https://recall.oster.com/>

been told not to use their Ovens, yet Sunbeam has not offered an adequate alternative or replacement, leaving purchasers without a usable or safe product.

9. Moreover, Sunbeam's approach to the recall deviates from widely accepted industry practices. Within the U.S. consumer goods industry, it is standard for manufacturers of small appliances to provide refunds or replacements as part of a recall, encouraging consumers to return hazardous products and thereby removing dangerous items from the marketplace.

10. Sunbeam chose to disregard these prevailing standards. Rather than implementing a comprehensive or consumer-focused recall program, Sunbeam enacted a minimal and largely symbolic recall designed to create the appearance of responsibility while providing no meaningful relief to affected consumers.

11. Before issuing the recall, and despite being aware of the significant safety hazards associated with the Ovens, Defendant actively promoted and sold the Products as safe, reliable, and suitable for their intended household use. Defendant failed to adequately inform consumers that the Ovens posed a risk of sudden door closure and resulting injury.

12. To the contrary, Defendant emphasized the convenience and ease of operation of the "French door" design, claiming that the Ovens made cooking "fast and easy" and that "its elegant French Doors open with a single pull, making it easy to insert and remove food". Defendant's marketing materials, including its own website, prominently featured the convenience of the French doors as a key selling point, underscoring the material importance of this feature to consumers' purchasing decisions.

## Description

The Oster® Extra-Large French Door Air Fry Countertop Oven with Faster Preheat\* reduces overall cooking time and uses up to 50% less energy than conventional ovens. Its elegant French Doors open with a single pull, making it easy to insert and remove food. This Oster countertop oven's extra-large design features 3 rack positions for multi-level cooking, and accommodates up to 15" x 12" baking pans, a full family size chicken, or 2 large pizzas to make cooking full meals for the entire family fast and easy! Add a delicious crisp to your favorite recipes using the Air Fry function, or cook a variety of meals with any of the other 5 cooking functions, including Bake, Toast, Broil, Turbo Convection, and Warm. \*compared to conventional ovens

- FRENCH DOORS: Elegant French doors open with a single pull, making inserting and removing meals easy and convenient
- EXTRA-LARGE CAPACITY: Fits baking pans up to 15" x 12", full family size chickens, or 2 large pizzas; its 3 rack positions are great for multi-level cooking, and for accommodating a wide variety of meal sizes
- 6 COOKING FUNCTIONS: Includes 6 cooking presets, such as Bake, Toast, Broil, Warm, Air Fry, and Turbo Convection, to easily cook a variety of foods
- FASTER PREHEAT: Designed with Faster Preheat\* to reduce overall cooking time; uses up to 50% less energy than conventional ovens\*\* \*compared to conventional ovens \*\*compared to model TSSTVFDDG
- AIR FRY: Add a delicious crisp to your favorite recipes using 99.5% less oil\* \*compared to 3.7 L deep fryers
- 60-MINUTE TIMER WITH AUTO-SHUTOFF: Timer goes for up to 60 minutes and has an auto-shutoff
- INDIVIDUAL CONTROLS: Separate cooking function, time, and temperature controls for ease of use
- VERSATILE ACCESSORIES: Includes an air fry rack, wire/broil rack, durable baking pan, and removable crumb tray
- AIR FRY: Add a delicious crisp to your favorite recipes using 99.5% less oil\* \*compared to 3.7L deep fryers

13. These marketing statements directly contradict the reality of the Defect, which renders the operation of the French doors unsafe and hazardous. In fact, the Defect has forced Defendant to advise consumers to cease using the Ovens altogether.

14. Defendant also failed to disclose the existence of the Defect in any of its advertising, marketing materials, product packaging, or user manuals, thereby withholding critical safety information from consumers.

15. The Defect was present at the time the Products were sold. Because Defendant marketed the Ovens as safe and reliable while concealing the Defect, Plaintiff and members of the proposed Class reasonably relied on Defendant's representations and omissions when purchasing the Products. Consumers paid a premium price for what they believed to be safe, high-quality appliances. Even following the recall, the Defect remains unresolved, leaving the Products unsafe, diminished in value, and not as warranted or advertised.

16. The existence of the Defect is a material fact that a reasonable consumer, including Plaintiff and members of the Class, would have considered important when deciding whether to

purchase the Products. Prior to purchase, neither Plaintiff nor Class members were aware that the Ovens suffered from this safety defect or that normal, intended use of the Products could expose them to a risk of injury.

17. All of the Ovens share the same inherent and uniform Defect, which was known to Defendant but undisclosed to consumers at the time of sale. The Defect exists at the point of purchase and creates an unreasonable safety risk, rendering the Products unusable given that the recall instructs consumers to stop using them entirely. As a result, Plaintiff and similarly situated consumers have been placed at a distinct disadvantage, subjected to Defendant's superior knowledge and control over information about the safety of its products.

18. Plaintiff brings this class action on behalf of all similarly situated consumers to seek appropriate relief and remedies for those who Purchased the Product at a premium based on Defendant's misrepresentations and omissions.

### **PARTIES**

19. Plaintiff Kimberly Clarke Jones is a resident and citizen of Joliet, Illinois. Plaintiff purchased the Oster XL 11-in-1 Digital French Door Air Fry & Grill Convection model, which contained the Defect mentioned previously. Plaintiff purchased the Product online on October 30, 2022, from her home in Illinois at the product's retail price. Before purchasing the Product, Plaintiff read and relied on Defendant's description on the product regarding its convenient French Doors.

20. Defendant Sunbeam is a Delaware corporation with a principal place of business in Atlanta, Georgia. Upon information and belief, its address is 5 Concourse Parkway, NE, 8<sup>th</sup> Floor, Atlanta, GA 30328. Sunbeam designed, produced and marketed the Products at issue here,

including at its principal place of business, and is responsible for the current CPSC Recall concerning those Products.

21. Defendant sells the Products throughout the United States, including the state of Illinois. The Products, including those purchased by Plaintiff and Class members, are available on Defendant's website and at various retail stores throughout the United States, including Illinois. Defendant authorized the false, misleading, and deceptive marketing, advertising, distribution, and sale of the Products to consumers nationwide, including in Illinois.

### **JURISDICTION AND VENUE**

22. 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 Class who are diverse from Defendants, and (4) there are more than 100 Class members. This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367 because they form part of the same case or controversy as the claims within the Court's original jurisdiction.

23. This Court has personal jurisdiction over Defendant because the Claims asserted in this complaint arise from Defendant's contacts with this District. Defendant has been afforded due process because it has, at all times relevant to this matter, individually or through its agents, subsidiaries, officers, and/or representatives, operated, conducted, engaged in, and carried on a business venture in Illinois, and/or marketed, advertised, distributed and/or sold the Products, committed a statutory violation within Illinois related to the allegations made herein, and caused injuries to Plaintiff and putative Class Members, which arose out of the acts and omissions that occurred in the state of Illinois, during the relevant time period. At that time, Defendant was engaged in business activities in Illinois.

24. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the Claims asserted in this complaint occurred in Illinois. Venue is also proper pursuant to 28 U.S.C. § 1391(c) because Defendant conducts substantial business in this District, has sufficient minimum contacts with this District, and otherwise purposely avails itself of the markets in this District through the promotion, sale, and marketing of the Products in this District. Venue is also proper because Plaintiff resides in this District.

### **COMMON FACTUAL ALLEGATIONS**

25. The recalled Products include the Oster French Door Countertop Ovens, bearing model numbers TSSTTVFDXL, TSSTTVFDDG, TSSTTVFDMAF, TSSTTVFDDAF, TTSTTVFDDGDS, TSSTTVFDDAD-033, and TSSTTVFDCLPP-033.

26. These Products were distributed and sold nationwide through major retailers, including Bed Bath & Beyond, Costco, Walmart, Amazon, Overstock, and others. Each of these entities was an authorized seller of the Products.

27. According to Defendant's own statement published on its Oster-brand website, the Products contain a uniform defect: "the doors can close on consumers, posing a burn hazard".

28. Defendant received no fewer than ninety-five (95) consumer reports of the oven doors closing unexpectedly, resulting in burn injuries, including at least two (2) incidents involving second-degree burns.

29. Despite possessing the technical capability and industry expertise necessary to detect and correct the Defect, Defendant failed to take appropriate corrective action for several years. Defendant neither redesigned the Ovens nor promptly initiated a comprehensive recall or adequate consumer warning program after learning of the Defect. This prolonged inaction allowed

the continued sale and use of defective Products, leading to additional consumer injuries. Defendant placed its own profits above consumer safety, choosing to continue marketing and distributing the defective Ovens rather than addressing the known hazard.

30. Defendant's prolonged delay in initiating the recall displays its prioritization of profit over public safety. The Ovens generated substantial revenue for Defendant, as they were sold nationwide through numerous major retailers, yielding tens of millions of dollars, or more, in sales during the relevant time period.

31. The Ovens were sold from approximately August 2015 through July 2025. Throughout this period, there were no material modifications to the Product packaging, labeling, or other consumer-facing representations regarding the safety or design of the Products.

32. Defendant marketed the Ovens as standard countertop appliances, implicitly representing that they were safe and suitable for typical household use. However, Defendant failed to disclose that the Ovens' door mechanisms were defective and posed an unreasonable risk of burn injury. This concealed danger far exceeded any ordinary or foreseeable risk associated with comparable countertop ovens.

33. This omission related to a safety hazard that any reasonable consumer would consider to be material.

34. Furthermore, Defendant promoted the convenience and ease of operation of the French doors while fully aware that the Ovens contained a hazardous Defect, making it unsafe for consumers to open the doors or insert and remove food. This very danger ultimately led Defendant to instruct consumers to stop using the Products altogether.

35. Had the Defect been disclosed, Plaintiff and members of the proposed Class would not have purchased the Ovens or, at a minimum, would not have agreed to purchase them on the

same terms or at the same price. Defendant's own recall announcement further evidences the material nature of the Defect.

36. At the time of purchase, Plaintiff and Class members neither knew nor could have reasonably discovered that the Ovens were defective. Defendant alone possessed and withheld that information, maintaining exclusive knowledge of the safety risks associated with the Products.

37. Defendant made affirmative representations to Plaintiff and Class members while simultaneously concealing the existence of the Defect. By advertising and displaying the Ovens as functional, convenient countertop appliances, Defendant implied that they were safe and suitable for ordinary use, all while failing to disclose that the Products suffered from a dangerous and material safety defect.

38. Through these misrepresentations, omissions, and concealments, Defendant withheld key facts that would have materially influenced consumers' purchasing decisions. Defendant knowingly deceived reasonable consumers, including Plaintiff and members of the Class. As a direct and proximate result of Defendant's conduct, Plaintiff and Class members reasonably relied on these representations and omissions and suffered monetary harm, paying more for the Products than they were worth or than they would have paid had the truth been disclosed.

39. Defendant's misrepresentations and omissions were material because a reasonable consumer would consider such information important when deciding whether to purchase the Products. Knowledge of the Defect would have influenced a reasonable person's purchasing decision, particularly given that the Defect: (a) poses a serious risk of physical injury; and (b) renders the Products incapable of performing their essential function (safe cooking) as Defendant itself has acknowledged.

40. Plaintiff and members of the proposed Class are entitled to equitable relief because remedies available at law are insufficient to fully address the harm suffered.

41. Legal remedies are inadequate because they do not provide relief as prompt, certain, or efficient as equitable remedies, and therefore fail to ensure complete justice to Plaintiff and the Class.

42. These damages alone are not as certain or comprehensive as restitution, as the legal standards governing restitution differ from those applicable to damages. Accordingly, even if the Court were to find that Plaintiff and the Class did not meet the evidentiary burden for damages, the Court may still award restitution to prevent Defendant's unjust enrichment.

43. Damages and restitution are distinct forms of relief. Unlike damages, restitution is not confined to the amount of money wrongly obtained plus interest. Equitable remedies, including restitution and disgorgement, allow recovery of all profits derived from Defendant's misconduct, even where those profits exceed what could be recovered through traditional legal damages. Plaintiff therefore seeks non-restitutionary disgorgement of profits obtained by Defendant as a result of its unjust enrichment.

44. Claims for legal damages are inherently less certain than claims for equitable relief, as equitable claims generally require proof of fewer elements and provide more predictable outcomes.

45. In short, the significant differences in standards of proof and certainty confirm that legal remedies alone cannot adequately compensate Plaintiff and the Class.

46. The Recall does not render this action moot, as it fails to provide all of the relief sought in this lawsuit. Additionally, a recall does not constitute a judicial determination or form of adjudication.

47. First, the recall does not provide refunds to consumers. Consequently, this class action seeks monetary relief that the recall itself does not offer.

48. Second, the recall received only limited publicity and was distributed in a highly restricted manner.

49. As a result, on information and belief, many eligible Class members remain unaware of the Recall, which likely explains the low response rate. The scope and reach of the Recall notice were far less comprehensive than the notice typically provided in a class action, leaving numerous affected consumers uninformed.

#### **I. Deceptive and Unfair Conduct Under the Illinois Consumer Fraud Act (ICFA)**

50. Defendant's false advertisement of the Products allows Defendant to take advantage of consumers' reliance on the Products' efficiency and safety Claims. Plaintiff and reasonable consumers, in return, believed that Defendant's Products contain qualities and performance details they do not contain.

51. Consumers relied explicitly on the fact that these Products were marketed as safe and durable to make their purchase. Defendant knew that making these statements would drive up sales, primarily through their deliberate omission of the Products containing the Defect.

52. Reasonable consumers shopping for Ovens purchase Defendant's Products based on the above Representations and omissions made by Defendant at the point of sale. But for Defendant's false and misleading labeling Representations, Plaintiff and Class members would not have purchased Defendant's Products or would not have paid as much as they did.

53. As a result, Defendant has unjustly benefited from their false and misleading advertising by selling more units of their Products than they otherwise would have by disclosing the true characteristics of their Products.

54. Had Plaintiff and Class Members known that Defendant misrepresented the qualities of the Products, they would not have purchased the Products at all or would have paid significantly less for them.

55. Sunbeam Products, Inc., a company in the business of manufacturing, distributing, and selling consumer Ovens, knew or should have known the effects of misrepresenting the Products as safe and durable.

56. Plaintiff would not have purchased the Products or paid as much for them had they been truthfully and accurately labeled or represented.

57. Defendant's concealment was material and intentional because people are concerned about the safety and durability of their Products. Reasonable consumers, such as Plaintiff and class members, make purchasing decisions based on the Representations made on the Products' labeling.

58. Defendant has engaged in deceptive, untrue, and misleading advertising by making labeling Representations discussed above. Defendant's conduct is also deceptive because Defendant omits the material fact that the Ovens contain the defect.

59. Defendant's conduct is also **unfair** for all of the reasons discussed above.

## **II. Particularized Allegations Satisfying Rule 9(b)**

60. Plaintiff pleads fraud with particularity by identifying the specific statements, products, locations, and timeframe of Defendant's deception.

61. **Who:** Sunbeam Products, Inc., acting through its subsidiary Oster, Inc.

62. **What:** Unqualified safety and durability Claims.

63. **When:** From at least August 2015, including Plaintiff's purchase on October 30, 2022.

64. **Where:** On product packaging (including the Countertop Oven Model TSSTTVFDDAFBK-GRL-035), on Bed Bath and Beyond, Cosco, Walmart, Amazon, Overstock, Defendant's website <https://www.oster.com>, and other point-of-sale materials.

65. **How:** Affixing unqualified safety and durability Claims to products conceived, designed, and engineered by the Defendant; using language that mentions that the Products make cooking "fast and easy" and that "its elegant French Doors open with a single pull, making it easy to insert and remove food".

### **III. Plaintiff's Reliance and Economic Injury**

66. Plaintiff Kimberly Clarke Jones is a resident and citizen of Joliet, Illinois. Plaintiff has specifically purchased the Oster XL 11-in-1 Digital French Door Air Fry & Grill Convection (Model Number TSSTTVFDDAFBK-GRL-035). Plaintiff purchased the Product online on October 30, 2022, from her home in Illinois at the product's retail price (\$239.98).

67. The Product Plaintiff purchased contained the safety and durability Claims.

68. Plaintiff saw and relied upon the safety and durability Claims on the product packaging before purchase. The misrepresentation was material to her decision to pay a premium price.

69. Plaintiff believed the Product was safe, and understood Defendant's Claims to mean the Products were durable and efficient regarding their usage.

70. Plaintiff relied on the words, layout, packaging, and/or images on the Product, on the labeling, statements, and/or Claims made by Defendant in digital, print, and/or social media, which accompanied the Product and separately, through in-store, digital, audio, and print marketing, including the safety Claims.

71. Plaintiff did not expect a product, especially from the trusted Sunbeam/Oster brand, to claim it was safe even though the Product contained the Defect.

72. Plaintiff bought the Product at or exceeding the above-referenced price in reliance on Defendant's safety Claims.

73. Plaintiff would not have purchased the Product if she knew the safety Claims and omissions were false and misleading, or would have paid less for it.

74. Plaintiff chose between Defendant's Product and products represented similarly, but which did not misrepresent their attributes, features, and/or components.

75. The Product was worth less than what Plaintiff paid, and she would not have paid as much absent Defendant's false and misleading statements and omissions.

#### **IV. Harm to Reasonable Consumers and the Public**

76. When Plaintiff purchased Defendant's Ovens, Plaintiff did not know and had no reason to know that Defendant's Products were falsely advertised.

77. Consumers lack the ability to test or independently ascertain whether a Product was truly safe and durable, especially at the point of sale. Therefore, they must trust and rely on Defendant to truthfully and honestly disclose the Products' characteristics on their labeling.

78. No reasonable consumer, including Plaintiff, would have paid as much for Defendant's Products containing the safety and durability Claims had they known those Products contained the Defect.

79. Defendant's false, misleading, and deceptive Representations and omissions made on the labeling of the Ovens are likely to continue to deceive and mislead reasonable consumers and the public, as they have already deceived and misled Plaintiff and the Class Members.

80. Plaintiff and Class members were deceived at the point of purchase due to Defendant's safety Claims and paid more for the Products because of these Claims.

81. Defendant's uniform misrepresentations form a common course of conduct directed at all consumers nationwide.

82. Plaintiff and Class members are entitled to statutory and punitive damages, attorneys' fees and costs, and any further relief this Court deems just and proper.

#### **V. Equitable Tolling and Discovery Rule Allegations**

83. Plaintiff and the members of the Class had no way of knowing about Defendant's conduct concerning the Product's false safety Claims.

84. Before this lawsuit, neither Plaintiff nor any other members of the Class, through the exercise of reasonable care, could have discovered the conduct by Defendant alleged herein. Further, Plaintiff and members of the Class did not discover and did not know facts that would have caused a reasonable person to suspect that Defendant was engaged in the conduct alleged herein. For these reasons, all applicable statutes of limitation have been tolled by the discovery rule concerning Claims asserted by Plaintiff and the Class.

85. Defendant concealed its conduct and the existence of the Claims asserted herein from Plaintiff and the Class members.

86. Upon information and belief, Defendant intended its acts to conceal the facts and claims from Plaintiff and Class members. Plaintiff and Class members were unaware of the facts alleged herein without any fault or lack of diligence on their part and could not have reasonably discovered Defendant's conduct. For this reason, any statute of limitations that otherwise may apply to the Claims of Plaintiff or Class members should be tolled.

87. As a factual matter, Plaintiff did not learn about the false safety Claims, alleged herein, and injury risks until just before filing suit. Once Plaintiff learned of it, they promptly acted

to preserve their rights, filing this action. Defendant is estopped from asserting any statute of limitations defense that might otherwise apply to the Claims asserted herein.

**TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

88. Defendant has continuously marketed and sold the dangerous Product to unsuspecting customers. It continuously represented that the Product is safe and suitable for use.

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

90. As the creator and manufacturer of the Product, Defendant has had actual knowledge since at least 2015 that the Product is defectively designed and exposes clients to a significant risk of injury.

91. Defendant's knowledge of the Defect is evidenced by, amongst other things, the Recall Notice of the Product.

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

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

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

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

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

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

98. Instead, Defendant continued to market the Product as suitable for its intended purpose to further profit from the sale of its popular Oven product and prevent Plaintiff and other Class members from seeking redress.

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

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

#### **CLASS ALLEGATIONS**

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

102. Plaintiff seeks to represent a class defined as:

All persons who purchased the Products in the United States for personal or household use within any applicable limitations period (“**Nationwide Class**”).

103. Plaintiff also seeks to represent a subclass defined as:

All persons who purchased the Products in Illinois for personal or household use within any applicable limitations period (“**Illinois Subclass**”).

104. Plaintiff also seeks to represent a subclass defined as:

All persons who purchased the Products in the States of California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, or Washington for personal or household use within any applicable limitations period (“**Multi-State Subclass**”).<sup>6</sup>

105. Excluded from the Class and Subclasses are: (1) any Judge or Magistrate presiding over this action and any members of their families; (2) Defendant, Defendant’s subsidiaries, parents, successors, predecessors, and any entities in which Defendant or its parents and any entities in which Defendant has a controlling interest and their current or former employees, officers, and directors; (3) individuals who allege personal bodily injury resulting from the use of the Products; and (4) resellers of the Products.

106. Plaintiff reserves the right to modify, change, or expand the definitions of the Class based upon discovery and further investigation.

107. *Numerosity*: The Class is so numerous that the joinder of all members is impracticable. The Class likely contains thousands of members based on publicly available data. The Class is ascertainable by records in the Defendant’s possession.

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

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<sup>6</sup> While discovery may alter the following, the states in the Consumer Fraud Multi-State Class are limited to those states with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code § 17200, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. 505/1, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); New Jersey (N.J. Stat. § 56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§ 349 and 350); and Washington (Wash. Rev. Code § 19.86.010, *et seq.*). Plaintiff has standing to represent the proposed Multi-State Subclass. Any challenge brought by Defendant regarding Plaintiff’s standing to represent any proposed class should be deferred to the class certification stage because that is what Illinois law requires.

- a. Whether the Products contain misrepresentations, including the safety Claims;
- b. Whether a reasonable consumer would consider the safety Claims (and omission of these Claims) to be material;
- c. Whether Defendant knew or should have known that the Ovens originally contained the Defect;
- d. Whether Defendant's safety Claims are deceptive;
- e. Whether Defendant's safety Claims are false and misleading;
- f. Whether Defendant failed to disclose that the Ovens contained the Defect;
- g. Whether Defendant fraudulently concealed that the Ovens contained the Defect;
- h. Whether Defendant engaged in unfair or deceptive trade practices;
- i. Whether Defendant's conduct violates public policy;
- j. Whether Defendant violated the state consumer protection statutes alleged herein;
- k. Whether Defendant was unjustly enriched, and
- l. Whether Plaintiff and Class members are entitled to monetary damages, or any other relief proscribed by the Court.

109. *Typicality*: Plaintiff's claims are typical of the claims of Class members. Plaintiff and Class members were injured and suffered damages in the same manner, have the same claims against Defendant relating to the same course of conduct, and are entitled to relief under the same legal theories.

110. *Adequacy*: Plaintiff will fairly and adequately protect the interests of the Class and has no interests antagonistic to those of the Class. Plaintiff has retained counsel experienced in prosecuting complex class actions, including actions with issues, claims, and defenses like the present case. Counsel intends to prosecute this action vigorously.

111. *Predominance and superiority*: Questions of law or fact common to Class members predominate over any questions affecting individual members. A class action is superior to other available methods for the fair and efficient adjudication of this case because individual joinder of all Class members is impracticable, and the amount at issue for each Class member would not justify the cost of litigating individual claims. Should individual Class members be required to bring separate actions, this Court would be confronted with multiple lawsuits, burdening the court system and creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, which would result in inconsistent outcomes that would magnify delays and expenses for all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff is unaware of any difficulties likely to be encountered in managing this action that would preclude its maintenance as a class action.

112. Accordingly, this class action may be maintained under Fed. R. Civ. P. (b)(3).

### **CAUSES OF ACTION**

#### **COUNT I** **VIOLATIONS OF STATE CONSUMER FRAUD ACTS** **(On behalf of Plaintiff and the Multi-State Subclass)**

113. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

114. Plaintiff brings this Count on behalf of herself and the Multi-State Subclass against Defendants.

115. The Consumer Fraud Acts of the States in the Multi-State Subclass prohibit unfair or deceptive business practices in trade or commerce. The specific laws at issue are:

- m. California (Cal. Bus. & Prof. Code § 17200, *et seq.*);
- n. Florida (Fla. Stat. § 501.201, *et seq.*);

- o. Illinois (815 Ill. Comp. Stat. 505/1, *et seq.*);
- p. Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*);
- q. Michigan (Mich. Comp. Laws § 445.901, *et seq.*);
- r. Minnesota (Minn. Stat. § 325F.67, *et seq.*);
- s. Missouri (Mo. Rev. Stat. § 407.010, *et seq.*);
- t. New Jersey (N.J. Stat. § 56:8-1, *et seq.*);
- u. New York (N.Y. Gen. Bus. Law §§ 349 and 350); and
- v. Washington (Wash. Rev. Code § 19.86.010, *et seq.*)

116. Plaintiff and the other Members of the Multi-State Subclass have standing to pursue a cause of action for violations of the Consumer Fraud Acts of the states in the Multi-State Subclass because Plaintiff and Members of the Multi-State Subclass have suffered an injury in fact and lost money as a result of Defendant's actions set forth herein.

117. Defendant engaged in unfair and/or deceptive conduct by making material representations and omissions regarding the safety Claims, as discussed herein.

118. Defendant intended that Plaintiff and each of the other Members of the Multi-State Subclass would rely upon its unfair and deceptive conduct, and a reasonable person would be misled by this deceptive conduct described above.

119. Plaintiff and reasonable consumers trusted and relied on Defendant's Representations and omissions regarding the safety Claims.

120. Defendant's uniform misrepresentations form a common course of conduct directed at all consumers nationwide.

121. As a result of Defendant's use or employment of unfair or deceptive acts or business practices, Plaintiff and the other Members of the Multi-State Subclass have sustained damages in an amount to be proven at trial.

122. In addition, Defendant's conduct demonstrated malice, a motive, and a reckless disregard for the truth, making an award of punitive damages appropriate.

**COUNT II**  
**VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE  
PRACTICES ACT, 815 ILCS 505/1, et seq. ("ICFA")**  
**(On behalf of Plaintiff and the Illinois Subclass)**

123. Plaintiff re-alleges and incorporates all preceding factual allegations as set forth fully herein.

124. Plaintiff brings this cause of action against Defendant on behalf of herself and the Illinois Subclass Members.

125. Plaintiff and other Class Members are persons within the context of the Illinois Consumer Fraud and Deceptive Trade Practices Act ("ICFA"), 815 ILCS 505/1(c).

126. Defendant is a person within the context of the ICFA, 815 ILCS 505/1(c).

127. At all times relevant hereto, Defendant was engaged in trade or commerce as defined under the ICFA, 815 ILCS 505/1(f).

128. Plaintiff and the proposed Class are "consumers" who purchased the Products for personal, family, or household use within the meaning of the ICFA, 815 ILCS 505/1(e).

129. The ICFA does not apply to "[a]ctions or transactions specifically authorized by laws administered by any regulatory body or officer of this State or the United States." 815 ILCS 505/10b(1).

130. The ICFA prohibits engaging in "unfair or deceptive acts or practices ... in the conduct of any trade or commerce...." ICFA, 815 ILCS 505/2.

131. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices, including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use or employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act (“UDTPA”). 815 ILCS § 505/2.

132. Plaintiff and the other Illinois Subclass Members reasonably relied upon Defendant’s Representations and omissions alleged herein regarding the Products’ safety Claims. Plaintiff read and relied on Defendant’s safety Claims and omissions to conclude that the Products did not contain the Defect.

133. Defendant’s conduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in the course of trade and commerce, in violation of 815 ICFA 505/1, et seq.

134. Defendant violated the ICFA by representing that the Products have characteristics or benefits that they do not have. 815 ILCS § 505/2; 815 ILCS § 510/2(7).

135. Defendant advertised the Products with the intent not to sell them as advertised, in violation of 815 ILCS § 505/2 and 815 ILCS § 510/2(9).

136. Defendant engaged in fraudulent and/or deceptive conduct, which creates a likelihood of confusion or misunderstanding in violation of 815 ILCS § 505/2; 815 ILCS § 510/2(3).

137. Before placing the Products into the stream of commerce and into the hands of consumers, including Plaintiff and reasonable consumers, Defendant knew that the Products’ safety and durability were being misrepresented through the false Claims. However, Defendant

omitted and concealed this material fact from reasonable consumers, including Plaintiff and Class members.

138. Defendant chose to label the Ovens with the safety Claims to impact consumer choices and gain market share. They are aware that all consumers who purchased the Products were exposed to and would be affected by its omissions and would reasonably believe that the Products would not contain the Defect and that Defendant's Representations were otherwise accurate. However, Defendant's safety Claims are false and misleading because the Products contained the Defect, rendering the Product unusable.

139. Defendant intended that Plaintiff and each of the other Illinois Subclass Members would reasonably rely upon the Representations, misleading characterizations, and material omissions concerning the true nature of the Products.

140. Defendant's Representations, concealment, omissions, and other deceptive conduct were likely to deceive and cause misunderstanding and/or cause Plaintiff and the other Illinois Subclass Members to be deceived about the true nature of the Products.

141. As a direct and proximate result of Defendants' violations of the ICFA, as set forth above, Plaintiff and the Illinois Subclass Members have suffered ascertainable losses of money caused by Defendant's Representations and material omissions regarding the Products being safe and durable.

142. Had they been aware of the true nature of the Products, Plaintiff and Class Members would have paid less or would not have purchased them.

143. Plaintiff suffered actual pecuniary loss by paying a price premium and not receiving the benefit of the bargain.

144. Based on Defendant's unfair and/or deceptive acts or practices, Plaintiff and the Illinois Subclass Members are entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs, and attorney's fees, under 815 ILCS 505/10a.

**COUNT III**  
**COMMON LAW FRAUD**  
**(On behalf of Plaintiff and the Nationwide Class, Multi-State Subclass, and/or Illinois Subclass)**

145. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

146. Plaintiff brings this Count on behalf of herself and the Class against Defendant Sunbeam Products, Inc.

147. As discussed above, Defendant provides Plaintiffs and the Class members with false or misleading material information and fail to disclose material facts about the Products, including the safety Claims. These misrepresentations and omissions are made with knowledge of their falsehood.

148. The misrepresentations and omissions made by Defendant, upon which Plaintiff and the Class members reasonably and justifiably rely, are intended to induce Plaintiff and the Class members to purchase the Products.

149. Rule 9(b) requires that Plaintiff plead this Count with particularity, including the "who, what, when, where, and how" of Defendant's fraudulent conduct. As shown above, Defendant violates Rule 9(b) by:

**Who:** Sunbeam Products, Inc., acting through its subsidiary Oster, Inc.

**What:** Unqualified safety and durability Claims.

**When:** From at least August 2015, including Plaintiff's purchase on October 30, 2022.

**Where:** On product packaging (including the Countertop Oven Model TSSTTVFDDAFBK-GRL-035), on Bed Bath and Beyond, Cosco, Walmart, Amazon, Overstock, Defendant's website <https://www.oster.com>, and other point-of-sale materials.

**How:** Affixing unqualified safety and durability Claims to products conceived, designed, and engineered by the Defendant; using mentioning that the Products make cooking "fast and easy" and that "its elegant French Doors open with a single pull, making it easy to insert and remove food".

150. Defendant acted deliberately with knowledge of the falsity of the Products' safety through a combination of material omissions (such as not disclosing that the Products contained the Defect), and the Claims stating that the Products' French Doors work as intended.

151. The fraudulent actions of Defendant caused damage to Plaintiff and the Class members, who are entitled to damages and other legal relief as a result.

152. As a result of Defendant's fraudulent conduct, Plaintiff and the Class members have suffered and continue to suffer economic losses and other general and specific damages, including amounts paid for the Products and any interest that would have been accrued on these monies, all in the amount to be determined at trial.

**COUNT IV**  
**UNJUST ENRICHMENT**  
**(On behalf of Plaintiff and the Nationwide Class, Multi-State Subclass, and/or Illinois Subclass)**

153. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

154. Plaintiff brings this Count on behalf of herself and the Nationwide Class, Multi-State Subclass, and/or Illinois Subclass against Defendant.

155. This claim is brought in the alternative to the other Counts. The Federal Rules of Civil Procedure allow Plaintiff to plead alternative theories.

156. Defendant's conduct violated, *inter alia*, state and federal law by manufacturing, advertising, labeling, marketing, distributing, and selling the Products while misrepresenting and omitting material facts, including by making the safety Claims alleged herein.

157. Defendant's unlawful conduct allowed Defendant to knowingly realize substantial revenues from selling the Products at the expense of, and to the detriment or impoverishment of, Plaintiff and Class members and to Defendant's benefit and enrichment. Defendant has violated fundamental principles of justice, equity, and good conscience.

158. Plaintiff and Class members conferred significant financial benefits and paid substantial compensation to Defendant directly and via retailers for the Products, which were not as Defendant represented them to be.

159. Defendant knowingly received and enjoyed the benefits conferred by Plaintiff and Class members.

160. It is inequitable for Defendant to retain the benefits conferred by Plaintiff and Class members' overpayments.

161. Plaintiff and Class members seek to establish a constructive trust from which Plaintiff and Class members may seek restitution.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for relief and judgment against Defendant as follows:

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

- x. Awarding Plaintiff and Class members compensatory, statutory, or other monetary damages, in an amount to be determined at trial;
- y. Awarding Plaintiff and Class members appropriate relief, including but not limited to actual damages;
- z. For restitution and disgorgement of profits;
- aa. Awarding Plaintiff and Class members reasonable attorneys' fees and costs as allowable by law;
- bb. Awarding pre-judgment and post-judgment interest;
- cc. For punitive damages, and
- dd. 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 30, 2025

Respectfully Submitted,

**REESE LLP**

/s/Michael R. Reese

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***Counsel for Plaintiff and the Proposed Classes***

CIVIL COVER SHEET

The ILND 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

Kimberly Clarke Jones

(b) County of Residence of First Listed Plaintiff Will County (Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

DEFENDANTS

Sunbeam Products, Inc.

County of Residence of First Listed Defendant Dealb County (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 (Check one box, only.)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question, 4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location options.

IV. NATURE OF SUIT (Check one box, only.)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, BANKRUPTCY, IMMIGRATION, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAXES, OTHER STATUTES.

V. ORIGIN (Check 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, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

28 U.S.C. 1332(d) product liability

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: Yes No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge Case Number

X. Is this a previously dismissed or remanded case?

Yes No If yes, Case #

Name of Judge

Date: October 30, 2025

Signature of Attorney of Record /s/ Michael R. Reese