

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN**

ALEXYS GLOVER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BISSELL HOMECARE, INC.,

Defendant.

Case No.:

**CLASS ACTION
JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiff, Alexys Glover (“Plaintiff”), individually and on behalf of all others similarly situated (“Class”), by and through her attorneys, alleges 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 consumer class action arising out of Defendant Bissell Homecare, Inc.’s, (“Defendant”) manufacture and sale of “about 1.7 million” defective steam cleaners with attachments (“Products”), which were recalled on April 9, 2026, due to a risk that “the recalled steam cleaners’ attachments can unexpectedly detach from the steam cleaners and expel hot water or steam onto users during use, posing a serious burn hazard” (the “Defect”).¹
2. The Products were advertised, sold, and installed across the United States without adequate warnings or safeguards related to the Defect.
3. The Product is defective due to hot water or steam unexpectedly escaping from the

¹ <https://www.cpsc.gov/Recalls/2026/BISSELL-Recalls-Over-One-Million-Steam-Shot-OmniReach-Steam-Cleaners-Due-to-Risk-of-Serious-Burn-Hazard-from-Attachments>

steam cleaners' attachments, which can result in burn injuries to the consumer.

4. Defendant provided no warning of the Defect, and Plaintiff would not have purchased said item if she had known of the Defect.

5. Other manufacturers formulate, produce, and sell non-defective steam cleaners with production methods that do not cause the products' attachments to unexpectedly detach from the steamer causing hot water or steam to be expelled, which is evidence that the Product's Defect is demonstrably avoidable.

6. Feasible alternative formulations, designs, and materials are currently available and were available to Defendant at the time the Products were formulated, designed, and manufactured.

7. All consumers who purchased the worthless and dangerous Products have suffered losses.

8. Defendant's failure to disclose the Defect at the time of sale – and its refusal to assume responsibility for the resulting effects – constitutes consumer deception, unjust enrichment, breach of contract, and breach of warranties. Plaintiff and the Class would not have purchased the Products, or would have paid significantly less, had they known of the Defect and limited recourse available.

9. As a result of the above losses, Plaintiff seeks damages and equitable remedies on behalf of herself and the Class.

FACTUAL BACKGROUND

10. On April 9, 2026, the United States Consumer Product Safety Commission ("CPSC") announced a recall of the Products due to the Defect.²

² *Id.*

11. This recall involves the Steam Shot OmniReach and Steam Shot Omni Steam Cleaners with attachments with model numbers 4155, 4155L, 4155W, 4155G, 4155D, 4155J, 4155Y, 4155P, 4171, 4171L, 4171W, and 4171F. The model numbers are located on the product rating label on the bottom of the unit. The recalled units were sold in green, gray, white, blue, and dark blue. Depending on the model, the products include an accessory nozzle, grout brush, round detail brushes, flat scraping tool, and angle concentrator tool, and may also include an extension hose, fabric steamer and steam squeegee.³

12. These steamers use pressurized steam to spot clean certain stains. These are made primarily for household use.

13. The recalled steam cleaners' attachments can unexpectedly detach from the steam cleaners and expel hot water or steam onto users during use, posing a serious burn hazard.

14. The CPSC disclosed that there have been 206 reports of hot water or steam unexpectedly escaping from the steam cleaners' attachments, including 161 reports of burn injuries, with a report of one second degree burn.

15. The Products were sold at Target, Walmart, and other department and home goods stores nationwide and online at BISSELL.com, Amazon.com, HSN.com, and other websites from October 2024 through March 2026 for between \$9 and \$55.⁴

16. Despite the Recall, Defendant's only remedy is to provide new attachments to the consumer. Consumers must register for the Recall online and then would receive instructions on how to participate in the Recall, including how to upload a photo showing that the original attachment accessories have been disposed of in the trash. The Defendant does not offer refunds for the defective, worthless Products. This remedy is inadequate as it fails to provide consumers

³ *Id.*

⁴ *Id.*

with any assurances that it will work and also imposes an additional burden upon themselves to properly repair the Defendant's product with the hope it can be used safely. This "repair" was never part of the original bargain that plaintiffs entered into with the Defendant or its authorized retailers when they bought the recalled steam cleaners.

17. Defendant is a large and sophisticated corporation that has been in the business of producing, manufacturing, selling, and distributing consumer products for many years, including producing and manufacturing the recalled Products.

18. Defendant is in the unique and superior position of knowing how its products are manufactured and the steps needed to produce safe products.

19. Accordingly, Defendant possesses superior knowledge regarding the risks involved in the production and manufacturing, and eventual end-use, of its Products. In this case, Defendant has received 206 reports of hot water or steam unexpectedly escaping from the steam cleaners' attachments, including 161 reports of burn injuries with a report of one second degree burn and, yet, Defendant waited before participating in a recall.

20. Such information related to the Defect is not information that is reasonably accessible to Plaintiff and Class Members. The only possible way for Plaintiff and the Class Members to discover the Defect would be to conduct their own testing of the Products prior to purchase. No reasonable consumer would undertake such a testing prior to purchase, nor would any reasonable vendor allow such testing.

21. Defendant has a duty to provide consumers, like Plaintiff and Class Members, with accurate information about its Products.

22. Thus, Defendant's deceptive omissions regarding the Products' Defect are likely to deceive and mislead consumers and the public, as such omissions have already deceived and misled Plaintiff and the Class Members.

23. Defendant's deceptive omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions.

24. Plaintiff and the Class Members reasonably relied to their detriment on Defendant's misleading omissions.

25. In making the false, misleading, and deceptive omissions described herein, Defendant knew and intended that consumers would pay a premium for the Products marketed without the likelihood of the steam cleaner's attachments to unexpectedly detach from the steam cleaners over comparable products not so marketed.

26. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representation and omission, Defendant injured Plaintiff and the Class Members in that they:

- a. Paid a sum of money for Products that were not what Defendant represented;
- b. Paid a premium price for Products that were not what Defendant represented;
- c. Were deprived of the benefit of the bargain because the Products they purchased were different from what Defendant warranted;
- d. Were deprived of the benefit of the bargain because the Products they purchased had less value than what Defendant represented;
- e. Were denied the benefit of the properties of the Products Defendant promised.

27. Had Defendant not made the false, misleading, and deceptive omissions, Plaintiff and the Class Members would not have been willing to pay the same amount for the Products they purchased and, consequently, Plaintiff and the Class Members would not have been willing to purchase the Products.

JURISDICTION AND VENUE

28. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. §1332, because (1) this is a class action wherein the amount in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interest and costs, (2) the action is a class action, (3) there are members of the Class who are citizens of states different from Defendant, and (4) there are more than 100 Class Members.

29. This Court has personal jurisdiction over Defendant because Defendant is headquartered within the state and is therefore subject to general jurisdiction within the state.

30. Venue is proper under 28 U.S.C. 1391(b) because Defendant a substantial part of the events and omissions giving rise to Plaintiff’s claims asserted in this complaint occurred in Michigan and because Defendant is headquartered in this District Court.

PARTIES

31. Plaintiff is a resident and citizen of Grand Rapids, Michigan.

32. Plaintiff purchased the Product in February 2026 at Walmart. The model of the Product is 4171W. Plaintiff used the Product as intended by Defendant and while operating her steam cleaner an attachment on the steam cleaner detached, thereby releasing hot water and/or steam. Plaintiff was never warned of the Defect.

33. Defendant has its principal place of business located at 2345 Walker Avenue NW, Grand Rapids, Michigan 49544. Defendant’s registered agent for service of process is Joel Van

Winkle. The service address is 2345 Walker Avenue NW, Grand Rapids, Michigan 49544.

34. Defendant is a vacuum cleaner and floor care product manufacturing corporation, that produces home appliances, such as the defective steam cleaners in question.

CLASS ALLEGATIONS

35. Plaintiff brings this nationwide class action individually, and on behalf of all similarly situated individuals, pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure.

36. The Class that Plaintiff seeks to represent is defined as follows:

Nationwide Class: All consumers that purchased Defendant's steam cleaners model numbers 4155, 4155L, 4155W, 4155G, 4155D, 4155J, 4155Y, 4155P, 4171, 4171L, 4171W, and 4171F from October 2024 through March 2026.

Michigan Sub-Class: All Michigan citizens that purchased Defendant's steam cleaners model numbers 4155, 4155L, 4155W, 4155G, 4155D, 4155J, 4155Y, 4155P, 4171, 4171L, 4171W, and 4171F from October 2024 through March 2026.

37. Excluded from the Classes are the following individuals and/or entities: Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

38. Plaintiff reserves the right to amend the definitions of the Classes or add a Class or Subclass if further information and discovery indicate that the definitions of the Classes should be narrowed, expanded, or otherwise modified.

39. **Numerosity:** Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers in the Class who are Class

Members as described above who have been damaged by Defendant's deceptive and misleading practices.

40. Commonality: The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

- a. Whether Defendant was responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Products;
- b. Whether Defendant's misconduct set forth in this Complaint demonstrates that Defendant has engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of its Products;
- c. Whether Defendant made false and/or misleading statements and omissions to the Class and the public concerning the contents of its Products;
- d. Whether Defendant's false and misleading statements and omissions concerning its Products were likely to deceive the public; and
- e. Whether Plaintiff and the Class are entitled to money damages under the same causes of action as the other Class Member

41. Typicality: Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of each Class Member in that every member of the Class was susceptible to the same deceptive, misleading conduct and purchased Defendant's Products. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

42. Adequacy: Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the Class Members she seeks to represent, the consumer fraud claims are common to all members of the Class, she has a strong interest in vindicating the rights of the

Class, she has retained counsel competent and experienced in complex class action litigation, and counsel intends to vigorously prosecute this action.

43. Predominance: Pursuant to Rule 23(b)(3), common issues of law and fact identified above predominate over any other questions affecting only individual members of the Class. The Class issues fully predominate over any individual issues because no inquiry into individual conduct is necessary; all that is required is a narrow focus on Defendant's deceptive and misleading marketing and labeling practices.

44. Superiority: A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

- a. The joinder of thousands of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;
- b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claims, thereby making it impracticable, unduly burdensome, and expensive—if not totally impossible—to justify individual actions;
- c. When Defendant's liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;
- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;

- e. Plaintiff knows of no difficulty expected to be encountered in the management of this action that would preclude their maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation;
- h. Class Members' interests in individually controlling the prosecution of separate actions are outweighed by their interest in efficient resolution by a single class action; and
- i. It would be desirable to concentrate in this single venue the litigation of all Class Members who were induced by Defendant's uniform false advertising to purchase its Products.

45. Accordingly, this Class is properly brought and should be maintained as a class action under Rule 23(b)(3) because questions of law or fact common to Class Members predominate over any questions affecting only individual members, and because a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

CAUSES OF ACTION

COUNT I: BREACH OF EXPRESS WARRANTY MCL § 440.2313 (On Behalf of Plaintiff and All Class Members)

46. Plaintiff incorporates Paragraphs 1-45 as if fully set forth herein.

47. Defendant, through its advertising and marketing expressly warranted that the Products were safe to use and free from the Defect. Defendant claims the Products "safe to use in homes with kids and pets when used as directed" and that there are "seven multi-surface tools for hard-to-reach area." Finally, the Defendant makes the claim that the Product delivers "high-

pressure steam at over 215°F.”⁵

48. Defendant breached this express warranty by providing Products that contained a Defect which makes it dangerous to use the Product’s attachments as directed—the attachments can detach unexpectedly, thereby releasing hot water and steam.

49. Plaintiff and the other Class Members read and relied on these express warranties provided by Defendant in the description, labeling, marketing, and advertising for the Products.

50. Defendant was given notice of this breach through multiple complaints of the Defect related to the Product. Specifically, the Defendant had adequate notice of the Products’ Defect as Defendant received 206 reports of hot water or steam unexpectedly escaping from the steam cleaners’ attachments, including 161 reports of burn injuries with a report of one second degree burn.⁶

51. As a result of the breach, Plaintiffs and the Class have suffered damages.

COUNT II: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
MCL § 440.2314
(On Behalf of Plaintiff and All Class Members)

52. Plaintiff incorporates Paragraphs 1-45 as if fully set forth herein.

53. MCL § 440.2314 governs the implied warranty of merchantability in sales contracts. It provides that, unless excluded or modified, a warranty that goods shall be merchantable is implied if the seller is a merchant with respect to goods of that kind.

54. The Defendant is a “seller” as contemplated by the governing statute and the steam cleaners are “goods” according to statute.

⁵ https://www.bissell.com/en-us/product/steam-shot-extended-reach-handheld-steam-cleaner-sanitizer-4171W.html?utm_source=chatgpt.com

⁶ https://www.cpsc.gov/Recalls/2026/BISSELL-Recalls-Over-One-Million-Steam-Shot-OmniReach-Steam-Cleaners-Due-to-Risk-of-Serious-Burn-Hazard-from-Attachments?utm_source=chatgpt.com

55. The steam cleaners' attachments were defective and presented a burn hazard to consumers who used the product as intended. As such, the Defect rendered the product unmerchantable.

56. The Products were not merchantable at the time of sale because they were unsafe and unfit for ordinary use.

57. The Product's defect existed when the Product left Defendant's control.

58. Plaintiff and Class Members suffered economic loss, including overpayment and diminished value.

**COUNT III: FRAUDULENT CONCEALMENT/FRAUD BY OMISSION
(On Behalf of Plaintiff and Class Members)**

59. Plaintiff incorporates Paragraphs 1-45 as if fully set forth herein.

60. Defendant knew, prior to Plaintiff's purchase, that the subject steam cleaner suffered from a defect causing attachments to unexpectedly detach and expel hot water or steam during ordinary use.

61. Defendant had exclusive and superior knowledge of the Product's Defect and a duty to disclose it because the Defect was material, not reasonably discoverable by consumers, and rendered Defendant's affirmative and partial safety representations misleading.

62. Defendant omitted or concealed the Defect and failed to warn consumers. Specifically, Defendant omitted the following facts: (1) the Product's attachments could unexpectedly detach during ordinary use; (2) detachment could expel hot water or steam onto the users; (3) the Defect created a burn hazard; (4) the risk existed at the time of sale; (5) Defendant knew or should have known of the defect through testing, complaints, returns, warranty claims, incident reports, engineering analysis, and post-sale data.

63. The omitted information was material to the Plaintiff and the Class Members

because a reasonable consumer would consider it important when deciding whether to buy the product or how much to pay.

64. Defendant intentionally concealed and omitted and concealed the Defect from Plaintiff and Class Members while marketing the product as safe and for ordinary household use.

65. Plaintiff and Class Members reasonably relied on Defendant's omissions and partial representations.

66. Plaintiff and Class Members suffered actual damages in the form of overpayment, diminished value, loss of benefit of the bargain, and related losses.

**COUNT V: UNJUST ENRICHMENT
(On Behalf of Plaintiff and All Class Members)**

67. Plaintiffs incorporate Paragraphs 1-45 as if fully set forth herein.

68. Plaintiff asserts this claim in equity or quasi contract should the court deem there is no other binding contract between the parties available that would provide Plaintiff with a remedy. The Plaintiff (1) conferred a benefit on the Defendant in the form of monetary payment either directly or through authorized third party retail outlets; (2) the Defendant had knowledge of the benefit by receiving monies for the units sold; (3) the Defendant voluntarily accepted and retained the benefit—indeed, even with this massive recall it is not offering a refund; and (4) the circumstances are such that it would be inequitable for the Defendant to retain the benefit without paying fair value for it.

69. These benefits were not donations or gifts to Defendant; such benefits were given in exchange for Products.

70. As a result of Defendant's wrongful and deceptive conduct alleged herein, Defendant knowingly and voluntarily accepted wrongful benefits from Plaintiff.

71. In so doing, Defendant acted with conscious disregard for the rights of the Plaintiff

and Class Members.

72. Plaintiff and Class Members paid for Products that were safe, and free from the Defect. Instead, Plaintiff and Class Members received Products that are unsafe and have the Defect.

73. As a result of Defendant's wrongful conduct as alleged herein, Defendant has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the Class.

74. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

75. In light of the monetary benefit conferred upon the defendant, its knowledge of numerous complaints regarding the defect, and its inadequate remedy to address the Defect, having Defendant retain the revenue received for the sale of the defective steam cleaners would be inequitable and unjust.

76. Defendant should be compelled to disgorge in a common fund for the benefit of Plaintiff and members of the Class all wrongful or inequitable proceeds received by them, plus interest thereon.

JURY DEMAND

77. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff and Class Members demand a trial by jury of all claims in this Complaint and of all issues in this action so triable as of right.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for judgment as follows:

- A. For an order certifying the Class and naming Plaintiff as the representative for the Class and Plaintiff's attorneys as Class Counsel;
- B. For an order declaring that Defendant's conduct violates the causes of action

referenced herein;

- C. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- D. For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- E. For prejudgment interest on all amounts awarded;
- F. For an order of restitution and all other forms of equitable monetary relief;
- G. For injunctive relief as pleaded or as the Court may deem proper;
- H. For an order awarding Plaintiff and the Class their reasonable attorneys' fees and
- I. expenses and costs of suit; and
- J. For an order providing for all other such equitable relief as may be just and proper.

Dated: April 28, 2026.

Respectfully Submitted,

/s/ Dennis A. Lienhardt
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**Admission* forthcoming

Attorneys for Plaintiff & Proposed Class