

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

SYEDA HAIDER, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BISSELL INC.,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff Syeda Haider, individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant Bissell Inc. (“Bissell” or “Defendant”)¹ and alleges the following based on personal knowledge as to themselves, and as to all other matters, upon information and belief, including investigation conducted by their attorneys:

NATURE OF THE ACTION

1. This is a proposed class action arising from the dangerous design in certain Bissell-branded, steam cleaners (“Products” or “Cleaners”)². Specifically, Defendant designed, marketed,

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

² The Recall affects BISSELL Steam Shot OmniReach and Omni handheld steam cleaners with attachments. The affected model numbers are 4155, 4155L, 4155W, 4155G, 4155D, 4155J, 4155Y, 4155P, 4171, 4171L, 4171W, and 4171F. All of the Products are substantially similar because they are part of the same recall acknowledged by Defendant. Plaintiff reserves the right to amend this complaint to include additional products arising from the discovery.

distributed, and sold the Cleaners with attachments that can unexpectedly detach from the steam cleaners and expel hot water onto users, posing a serious burn hazard.³

2. On April 9, 2026, the CPSC, together with Bissell, announced the recall (“Recall”) of approximately 1.7 million Cleaners (in addition to 96,000 Cleaners in Canada) sold at major retailers nationwide from October 2024 to March 2026. This resulted in Bissell receiving at least 206 reports of hot water or steam unexpectedly escaping from the steam cleaners’ attachments (the “Defect”), including 161 reports of burn injuries with a report of one second degree burn.⁴ Bissell sold approximately 1.7 million units of these recalled Cleaners for approximately \$9 to \$55.⁵

3. Per the Recall Notice, customers were instructed to stop using the recalled Cleaners immediately and contact Bissell to receive free new attachments.⁶

4. Additionally, Bissell included in their website an instructional guide meant to instruct clients on how to obtain these new attachments.⁷

5. The Recall fails to offer *any monetary relief* to the Plaintiff and Class Members who purchased the defective Cleaners. Instead of providing a proper remedy, Bissell merely supplies customers with new attachments and offers no access to a qualified technician. As a result, consumers are forced, without substantive instruction or professional help, to attach components to a defective Cleaner, which may lead to additional burn injuries. Bissell’s assertion that these attachments are a simple, effective fix is misleading.

³ See, CPSC recall press release, <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>, (last accessed April 14, 2026).

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ See, Defendant’s Website, <https://recall.bissell.com/steamshot-2026> (last accessed April 14, 2026).

6. Furthermore, studies indicate that consumers are less likely to comply with recalls that involve burdensome procedures or do not offer a full refund.⁸

7. Moreover, the Recall was announced far too late and is inadequate for the reasons described herein. The CPSC confirmed that the Cleaner's defect had been reported to Bissell several times. As detailed in the Recall Notice:

BISSELL 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.⁹

8. Defendant knew or should have known of these incidents, yet it did nothing. Defendant failed to issue any warning or make design changes once they received the first incident reports. Instead, they continued profiting from sales to consumers throughout the United States.

9. Bissell is one of the world's leading companies in the DIY product market, with a long-standing reputation for designing and manufacturing cleaning tools, instruments for homeowners, and other equipment. Bissell's global research and engineering expertise underscore that Defendant should have known the risks associated with the Cleaner's design.¹⁰

10. The Cleaners were distributed and sold nationwide through major retailers such as Target, Walmart, Bissell.com, Amazon.com, HSN.com, and other stores nationwide.¹¹

11. Bissell generated substantial revenue from nationwide sales of the Cleaners, which were priced from roughly \$9 to \$55.¹²

⁸ RECALL EFFECTIVENESS RESEARCH: A REVIEW AND SUMMARY OF THE LITERATURE ON CONSUMER MOTIVATION AND BEHAVIOR, (July 2003), CPSC.gov, https://www.cpsc.gov/s3fs-public/pdfs/foia_RecallEffectiveness.pdf, at page 25 (last accessed April 14, 2026).

⁹ See, CPSC recall press release, <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>, (last accessed April 14, 2026).

¹⁰ See, Defendant website, <https://www.bissell.com/en-us/about-us.html>, (accessed on April 14, 2026).

¹¹ See, CPSC recall press release, <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>, (last accessed April 14, 2026).

¹² *Id.*

12. Bissell was able to charge these premium prices through its marketing efforts and by withholding from consumers, specifically the fact that the Cleaners contain the Defect. Bissell knew that consumers prioritize safety and reliability, particularly any burning hazard associated with a product. Nonetheless, Bissell failed to disclose the associated risks.

13. The Defect existed at the point of purchase. Plaintiff and Class Members reasonably believed the Cleaners were safe for their intended use and paid a premium based on that assurance.

14. Despite the Recall, the Defect remains, leaving the Cleaners unsafe, unfit for use, and worth substantially less than represented or warranted.

15. Each Cleaner contains the same inherent Defect, which was present at the time of sale and creates a serious safety risk to consumers, unknown to buyers but known to Bissell. As a result, Plaintiff and other reasonable consumers were placed at a disadvantage, subjected to Bissell's superior industry knowledge.

16. No reasonable consumer would have purchased the Cleaners on the same terms had they known of the Defect. Bissell chose to expose consumers to danger in order to maximize sales. Even after the reported injuries became known, Bissell continued to prioritize profit over safety. Despite finally acknowledging the Defect, Bissell has still failed to provide consumers, including Plaintiff and Class Members, with any meaningful remedy.

17. Had the Plaintiff and Class Members known about the Defect, they would not have purchased the Cleaners or paid less.

18. Defendant's Recall is inadequate and fails to provide any monetary relief to purchasers.

19. Plaintiff, on behalf of themselves and the Class, seeks damages and all other relief available at law and in equity, including punitive damages for Bissell's misconduct. Plaintiff also seeks class wide injunctive relief, including: (i) a state-of-the-art notice program for the wide dissemination of a factually accurate recall notice for the Cleaners; (ii) the implementation of a corrective advertising campaign to alert consumers to the dangers of the Defect; (iii) an offer to

replace the Cleaners with a reasonable and safe product; and/or (iv) a full refund of the purchase price.

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

PARTIES

Plaintiff Syeda Haider

21. At all relevant times, Plaintiff Syeda Haider was and is a resident and citizen of Joliet, Illinois, who purchased the recalled product. Plaintiff was unaware of the serious safety hazard associated with the attachment design. On September 16, 2025, Plaintiff bought the recalled Product model 4171 on Amazon.com for \$49.99.

22. At the point of purchase, Plaintiff read and reasonably relied on Defendant's representations that the Cleaner was safe to use.

23. On April 9, 2026, Plaintiff received an email from Amazon regarding the Recall.

24. Plaintiff would not have purchased or used the Cleaner if they had known about the Cleaner's Defect and that the Cleaner was unsafe to use.

Defendant Bissell Inc.

25. Defendant Bissell Inc. is a Michigan corporation headquartered in Walker, Michigan. According to information and belief, Defendant or its subsidiaries are involved in the design, manufacturing, marketing, sale, and distribution of the recalled Products.

26. Upon belief or information, until April 9, 2026, Defendant directly or through third-party entities, designed, manufactured, distributed, marketed, advertised, and sold the recalled Cleaners in all 50 states.

JURISDICTION AND VENUE

27. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act because: (1) there are 100 or more putative Class Members;

(2) the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs; and (3) there is diversity because Plaintiff and at least one Defendant are citizens of different states.

28. This Court has personal jurisdiction over Defendant because Defendant does substantial business in this State and within this District, receives substantial compensation and profits from the marketing, distribution, and sale of products in this District, and has engaged in the unlawful practices described in this Complaint within this District.

29. Under 28 U.S.C. § 1391, venue is proper in this District because a substantial part of the conduct giving rise to Plaintiff's claims occurred in this District, as Defendant regularly transacts business in this District, and Defendant has intentionally availed itself of the laws and markets within this District. Plaintiff also resides in this District.

COMMON FACTUAL ALLEGATIONS

I. Bissell Knew, or Should Have Known, of the Defect

30. The CPSC announced a nationwide recall of the affected Bissell Cleaners on **April 9, 2026**, affecting approximately **1.7 million** Cleaner units sold in the United States. The recall covers Cleaners sold between October 2024 and March 2026 through major retailers including Target, Walmart, and others.¹³

31. At least **206 reports of hot water or steam unexpectedly escaping from the steam cleaners' attachments were confirmed**. This included **161 reports of burn injuries with a report of one second degree burn**.¹⁴

32. The Defect existed throughout the span of the product's availability. Notably, Bissell had access to incident data and consumer feedback, as demonstrated by the press release on their own website.¹⁵

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *See*, Bissell recall press release, <https://recall.bissell.com/steamshot-2026>, (last accessed April 14, 2026).

33. On information and belief, Bissell did not issue any proactive safety alerts to consumers before the joint CPSC recall announcement, nor did it take action to limit sales or require modifications for older units.

34. The CPSC recall remedy are free “attachments” consisting of an accessory nozzle, angle concentrator tool, extension hose, flat scraping tool, window squeegee/fabric steamer, detail brushes/kit, grout brush, and brass bristle detail brush. However, this purported remedy requires affirmative consumer action and does not provide any professional assistance.¹⁶ Additionally, the attachment installation imposes an unnecessary burden on the consumer by forcing them to tediously install the attachments in such a manner that may burn them in the process.

35. The known risk of burning due to the Defect, Bissell’s dominant position in the home product market, and the likelihood that a substantial portion of defective products remain in use all support Plaintiff’s allegations that Bissell acted with knowledge of the Defect yet still represented, marketed, distributed, and sold unsafe Cleaners.

36. Contrary to Defendant’s representations to reasonable consumers promising safety and durability, Defendant chose to ignore the serious safety hazards presented by the uniform Defect present in each Cleaner and industry guidance and recommendations. In doing so, Defendant revealed that it is, in reality, committed to its own profits—not people and their safety.

37. By conducting this required analysis of the Cleaners, Defendant knew, or should have known, that the Cleaners were defective, and yet took no action to eliminate the Defect or, at the very least, adequately warn consumers of the Defect.

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

39. As a direct result of Bissell’s conduct, Plaintiff and the proposed class members suffered economic losses by purchasing the Cleaners at a price premium. Had Plaintiff and Class

¹⁶ *Id.*

Members known the truth about Defendant's mislabeled and defective Products, they would not have purchased them or paid less for them.

II. The Recall was Untimely and is Inadequate, Ineffective, Creates New Hazards and was Designed to Fail

40. On April 9, 2026, the CPSC announced a voluntary nationwide recall of roughly 1.7 million units sold in the United States by Bissell, all of which contain the same Defect, namely, the faulty attachments that pose a serious burn hazard to consumers.

41. Yet the Recall is dangerously deficient, both because of the unreasonable delay in notifying consumers and because the offered attachments are wholly inadequate. Despite the Defect making the Cleaners unsafe and unfit for their intended use, the Cleaners continued to be sold even after various reported burn injuries.

42. Despite having the capability and expertise to mitigate the risk, Bissell failed to redesign the product, or issue sufficient consumer warnings. This delay contributed to the continued availability of defective Cleaners and the repeated burn injuries. Nevertheless, Bissell prioritized profit over the integrity and safety of the Cleaners and pushed the Cleaners into the marketplace with the Defect.

43. In addition, the Recall and its accompanying new attachments are entirely inadequate and destined to fail because: (1) the replacement attachments must be installed in such a way that may result in consumers getting burned throughout the process; (2) the installation instructions are overly complicated and confusing for reasonable consumers; and (3) the Recall offers no monetary compensation to Plaintiff or Class Members who purchased the defective Cleaners.

44. Additionally, the installation process of the replacement attachments is another failure of the Recall. Installing the attachments requires a multi-step process,¹⁷ yet Bissell provides no technician support to assist consumers with installation. The instructions place the burden of maintaining the Cleaner's usefulness entirely on consumers through a needlessly complicated procedure, one that a reasonable consumer is unlikely to execute correctly.

45. Given the complexity of the installation instructions and the obvious need for consumer assistance, Bissell knew or should have known that professional support was necessary to ensure proper installation. Yet, consistent with its pattern of prioritizing profits over safety, Bissell refuses to provide technician assistance. Instead, it offers only a phone number and an email address, neither of which provides consumers with meaningful or adequate support.

46. A CPSC study found that recall response rates drop significantly when consumers face cognitive or task overload or when the recall fails to provide sufficient incentives to participate.¹⁸

47. Bissell deliberately chose the most profitable approach to its business and least harmful to its brand image, rather than a solution that would ensure the safety and durability of its Cleaners.

III. The Failure of Essential Purpose of the Warranties

48. Bissell expressly warranted, through its Owner's Manuals and advertising, that the Cleaners were fit for their ordinary and intended use.

¹⁷ See Bissell Recall page, <https://recall.bissell.com/steamshot-2026> (last accessed April 14, 2026).

¹⁸ RECALL EFFECTIVENESS RESEARCH: A REVIEW AND SUMMARY OF THE LITERATURE ON CONSUMER MOTIVATION AND BEHAVIOR, (July 2003), CPSC.gov, https://www.cpsc.gov/s3fs-public/pdfs/foia_RecallEffectiveness.pdf, at page 25 (last accessed April 14, 2026).

49. The Cleaners are also covered by the implied warranty of merchantability, which ensures that goods sold by a merchant are fit for their ordinary purpose.

50. Bissell clearly intended its warranties to benefit consumers who rely on the company for safe, durable Cleaners.

51. Despite these warranties, the Cleaners contain a uniform Defect that existed before and at the time of sale, causing them to fail in their fundamental purpose.

52. Bissell knew or should have known about the Defect and the dangers it posed before and at the time the Cleaners were sold.

53. Plaintiff and Class Members, by contrast, had no way of discovering the Defect or the risks associated with it prior to purchase.

54. Bissell knew, or should have known, of the Defect at the time of sale based on the Cleaners' design, industry safety guidance, and the multiple reported burn injuries to consumers.

55. Bissell was in a far superior position to identify, address, and disclose the Defect, whereas Plaintiff and Class Members had no ability to detect it at the time of purchase.

56. This disparity in bargaining power prevented Plaintiff and Class Members from receiving the benefit of the warranties.

57. The inequity was compounded by the fact that Bissell knew of the Defect, while Plaintiff and Class Members had no notice of it and no reason to suspect it, given Bissell's marketing of the Cleaners.

58. Bissell abused the trust it fostered with consumers by promoting, designing, manufacturing, and selling the Cleaners as safe and durable products, leaving Plaintiff and Class Members with no meaningful choice but to rely on Bissell's representations and accept its warranty terms.

59. Bissell knew Plaintiff and Class Members lacked the ability to detect the Defect and that they would ultimately bear the cost of repairing or replacing the defective Cleaners.

60. Bissell was aware of the Defect at the time of sale, while Plaintiff and Class Members were not and could not have reasonably discovered it.

61. Because the Cleaners were defective when they left the assembly line, Bissell was already in breach of its warranties at the moment Plaintiff and Class Members purchased them.

62. Bissell sold the Cleaners knowing they could not be repaired or replaced with a non-defective product.

63. Had Plaintiff and Class Members known of the Defect, they would have negotiated different terms or declined to purchase the Cleaners altogether.

64. Bissell sold the Cleaners with full knowledge that they did not conform to its safety-based marketing claims and were not safe or suitable for their intended and foreseeable use.

65. The terms of the express warranties unreasonably favor Bissell at the expense of Plaintiff and Class Members.

66. The warranties failed in their essential purpose because (1) the Defect existed when the Cleaners left the manufacturing facility; and (2) Bissell failed to disclose the Defect at any point, including when contacted by customers regarding the Cleaners.

67. Accordingly, Plaintiff and Class Members are not limited to the remedies stated in the express warranties and seek all remedies that may be allowed.

IV. Bissell's Actual or Constructive Knowledge of the Defect and Duty to Disclose the Defect

68. Bissell knew or should have known that the Cleaners contained the Defect when sold to the public.

69. Bissell also knew or should have known that the Defect made the Cleaners unsafe, unstable, and unfit for their intended use.

70. Bissell's knowledge is shown by its own design decisions, industry safety guidance, and the reported burn injuries presenting the Defect.

71. Despite this knowledge, Bissell did not fix the Defect or remove the Cleaners from the marketplace.

72. Instead, it continued to advertise and sell the unreasonably dangerous Cleaners as safe and durable.

73. Bissell had a duty to disclose the Defect and not conceal it from Plaintiff and Class Members.

74. Its failure to disclose, or active concealment, exposes Plaintiff and Class Members to serious injury.

75. Even after the Recall, Bissell continues to allow use of the defective Cleaners.

76. Had Plaintiff, Class Members, and the public known the Cleaners were defective and unsafe, they would not have purchased them.

77. Bissell improperly shifted to Plaintiff and Class Members the burden and cost of discovering the Defect, determining the Cleaners' unsafe condition, and addressing the resulting damages.

TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS

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

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

80. As the creator and manufacturer of the Product, Defendant has had actual knowledge that the Product is defectively designed.

81. Defendant's knowledge of the Defect is evidenced by, amongst other things, the Recall Notice and reports of burn injuries as a direct result of the Product.

82. 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.

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

84. 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.

85. 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.

86. 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.

87. 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.

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

89. 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.

90. 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.

FED. R. CIV. P. 9(b) ALLEGATIONS

91. Although Bissell is in the best position to know information about the design, manufacture, distribution and sale of the Cleaners as well as the facts surrounding the Defect during the relevant timeframe, to the extent necessary, Plaintiff satisfies the requirements of Rule 9(b) by alleging the following facts with particularity:

92. **WHO:** Bissell made material misrepresentations and/or omissions of fact through its marketing, on its website, product packaging, warranties, Owner's Manuals and labeling, through warranty claims, through reports of injuries associated with the Cleaners and the Defect and through authorized retailers of the Cleaners, which include statements such that the Cleaners are not defective and are safe and suitable for their intended use.

93. **WHAT:** Bissells' conduct here was, and continues to be, fraudulent because it omitted and concealed that the Cleaners are defective, unsafe and unsuitable for their intended use in that the Cleaners contain a uniform Defect. Bissell's employees and representatives made affirmative misrepresentations as a part of Bissell's marketing of the Cleaners to Plaintiff and Class Members at the time of purchase regarding the same qualities. Bissell failed to adequately warn Plaintiff and Class Members that the Cleaners contained the Defect, were not suitable for their intended use, and the Cleaners' Defect has caused burn injuries. Further, Bissell's conduct has the effect of deceiving Plaintiff and Class Members into believing that Cleaners are not defective, and instead, are suitable for their intended use. Bissell knew, or should have known, the existence of the Defect is material to the reasonable consumer, including Plaintiff and Class Members, and impacts their purchasing decisions, and yet Bissell omits a necessary warning that the Cleaners are defective and are unsafe and unsuitable for their intended use.

94. **WHEN:** Bissell made material misrepresentations and/or omissions during the putative class periods and at the time Plaintiff and Class Members purchased the Cleaners, prior to and at the time Plaintiff and Class Members made claims after realizing the Products contained a uniform Defect and continuously throughout the applicable class periods.

95. **WHERE:** Bissell's marketing message and omissions were uniform and pervasive, carried through material misrepresentations and omissions on the Cleaner's labeling and packaging, its website(s) and the websites of authorized retailers.

96. **HOW:** Bissell made material misrepresentations of material facts regarding the Cleaners, including, but not limited to, the existence of the uniform Defect as well as the associated risks.

97. **WHY:** Bissell made the material misrepresentations and/or omissions detailed herein for the express purpose of inducing Plaintiff, Class Members and all reasonable consumers to purchase and/or pay a premium price for the Cleaners, the effect of which was Bissell profited by selling the Cleaners to many thousands of consumers.

98. **INJURY:** Plaintiff and Class Members purchased, paid a premium or otherwise paid more for the Products when they otherwise would not have absent Defendant's misrepresentations and omissions.

CLASS ACTION ALLEGATIONS

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

Nationwide Class: All persons in the United States who purchased the Products for personal use and not for resale during the fullest period allowed by law.

and

Multi-State Sub-Class (Implied Warranty Non-Privity) ("Multi-State Implied Warranty Sub-Class"): All persons who purchased the Products for personal use and not for resale during the fullest period allowed by law in the following States: Alaska; Arkansas; California; Colorado; Connecticut; Delaware; District of Columbia; Florida; Hawaii; Illinois; Indiana; Kansas; Louisiana; Maine; Maryland; Massachusetts; Michigan; Minnesota; Mississippi; Missouri; Montana; Nebraska; Nevada; New Hampshire; New Jersey; New Mexico; North Dakota; Ohio; Oklahoma; Pennsylvania; Rhode Island; South Carolina; South Dakota; Texas; Utah; Vermont; Virginia; West Virginia; and Wyoming.

and

Multi-State Sub-Class (Consumer Fraud Acts) ("Multi-State Consumer Fraud Acts Sub-Class"): All persons who purchased the Products for personal use and not for resale during the fullest period allowed by law in the following States: California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York or Washington.¹⁹

¹⁹ 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.*).

and

Illinois Sub-Class: All persons in Illinois who purchased the Products for personal use and not for resale during the fullest period provided by law.

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

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

102. **Numerosity.** Class Members are so numerous and geographically dispersed that joinder of all Class Members is impracticable. While the exact number of Class Members remains currently unknown, upon information and belief, there are thousands, if not hundreds of thousands, of putative Class Members. Moreover, the number of members of the Class may be ascertained from Defendant's books and records, as well as third-party retailers. Class Members may be notified of the pendency of this action by mail and/or electronic mail, which can be supplemented if deemed necessary or appropriate by the Court with published notice.

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

- a. Whether the Product contained the Defect alleged herein;
- b. Whether Defendant knew or should have known of the Defect;

- c. Whether Defendant had to disclose the Defect to consumers;
- d. Whether Defendant's representations and omissions were misleading or deceptive;
- e. Whether Defendant's conduct was unfair or illegal;
- f. Whether Class Members suffered economic injury;
- g. Whether Defendant's conduct violates public policy;
- h. Whether Plaintiff and putative members of the Class have suffered an ascertainable loss of monies or property or other value as a result of Defendant's acts and omissions of material facts;
- i. Whether Defendant was unjustly enriched at the expense of Plaintiff and members of the putative Class in connection with selling the Defective Product; and
- j. Whether Plaintiff and members of the putative Class are entitled to monetary damages and, if so, the nature of such relief;

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

105. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the members of the putative Class. Plaintiff has retained counsel with substantial experience in handling complex, class action litigation, including complex questions that arise in this type of

consumer protection litigation. Further, Plaintiff and counsel are committed to the vigorous prosecution of this action. Plaintiff has no conflicts of interest or interests adverse to those of putative Class.

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

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

- a. The damages suffered by each individual member of the putative Class do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct;
- b. Even if individual members of the Class had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed;
- c. The claims presented in this case predominate over any questions of law or fact affecting individual members of the Class;
- d. Individual joinder of all members of the Class is impracticable;
- e. Absent a Class, Plaintiff and members of the putative Class will continue to suffer harm as a result of Defendant's unlawful conduct; and

- f. This action presents no manageability concerns that would impede its treatment as a class action and, in fact, is the most appropriate and efficient method by which Plaintiff and the members of the putative Class can obtain redress for the harm caused by Defendant's misconduct.
110. In the alternative, the Class may be certified for the following reasons:
- a. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudication concerning individual members of the Class, which would establish incompatible standards of conduct for Defendant; and
 - b. Adjudications of claims of the individual members of the Class against Defendant would, as a practical matter, be dispositive of the interests of other members of the putative Class who are not parties to the adjudication and may substantially impair or impede the ability of other putative Class Members to protect their interests.

CAUSES OF ACTION

COUNT I

**VIOLATIONS OF STATE CONSUMER FRAUD ACTS
(On behalf of Plaintiff and the Multi-State Consumer Fraud Acts Sub-Class)**

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

112. Plaintiff brings this Count on behalf of themselves and the Multi-State Consumer Fraud Acts Sub-Class against Defendant.

113. The Consumer Fraud Acts of the States in the Multi-State Consumer Fraud Acts Sub-Class prohibit unfair or deceptive business practices in trade or commerce.

114. Plaintiff and the other Members of the Multi-State Consumer Fraud Acts Sub-Class have standing to pursue a cause of action for violations of the Consumer Fraud Acts of the states

in the Multi-State Consumer Fraud Acts Sub-Class because they have suffered an injury in fact and lost money as a result of Defendant's actions set forth herein.

115. Defendant engaged in unfair and/or deceptive conduct by making material representations about the Product's safety and omissions regarding the Cleaners' dangers, as discussed herein.

116. Defendant deliberately engaged in unfair and deceptive conduct with the intent to mislead Plaintiff and every other Member of the Multi-State Consumer Fraud Acts Sub-Class, knowing that a reasonable person would rely on and be deceived by such conduct.

117. Leveraging its established reputation as a trusted national and international brand, Bissell misled Plaintiff and reasonable consumers into relying on false claims about the safety of its Cleaners, knowingly omitting critical safety information.

118. Due to Defendant's use or employment of unfair or deceptive acts or business practices, Plaintiff and the other Members of the Multi-State Consumer Fraud Acts Sub-Class have sustained damages in an amount to be proven at trial.

119. In addition, Defendant's conduct showed malice, motive, and reckless disregard for the truth, so an award of punitive damages is appropriate.

COUNT II
BREACH OF IMPLIED WARRANTIES
(On Behalf of Plaintiff and the Multi-State Implied Warranty Sub-Class)

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

121. Plaintiff brings this Count on behalf of themselves and the proposed Multistate Implied Warranty Subclass Class ("Class").

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

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

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

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

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

127. Defendant breached the implied warranty of merchantability because the Product is not fit for its ordinary purpose. The Product contains the Defect, rendering the Product unsafe to use as intended. Therefore, the Product is not fit for its particular purpose.

128. As instructed by the Recall Notice, Plaintiff is forced to completely discontinue use of the Product due to the ongoing safety risk of the burning hazard.

129. The aforementioned problems associated with the Product constitute safety risks, such that the Product is neither safe nor suitable for consumers. Therefore, there is a breach of the implied warranty of merchantability.

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

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

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

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

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

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

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

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

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

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

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

141. As a direct and proximate result of the foregoing, Plaintiff and the Class Members suffered, and continue to suffer, financial damage and injury, and are entitled to all damages, in addition to costs, interest and fees, including attorneys' fees, as allowed by law.

COUNT III
BREACH OF EXPRESS WARRANTY
(By Plaintiff, individually, and on behalf of the Nationwide Class, or Alternatively the Illinois Subclass)

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

143. Plaintiff brings this claim on behalf of the Nationwide Class, or alternatively the Illinois Subclass.

144. In connection with the sale of the Products, Bissell expressly provided various warranties (“Warranty”) that the Cleaners were free from manufacturing defects.²⁰ Each Product has a similar Warranty.

145. Defendant further warrants that the Products are Cleaners and can be used as such.

146. The Products are defectively manufactured as alleged and are covered by Defendant’s Warranty. Defendant admitted that the Products, as sold, are not safe and cannot be used as Cleaners without the Defect and associated serious safety risks.

147. Plaintiff and the Class have privity of contract with Defendant through their purchase of the Products from an authorized retailer as stated in the written Warranty that accompanied the purchase and expressly applies to purchasers of the Products.

148. Plaintiff and the Class Members purchased the Products manufactured and marketed by Defendant by and through Defendant’s authorized sellers for retail sale to consumers, or were otherwise expected to be the third-party beneficiaries of Defendant’s contracts with authorized sellers, or eventual purchasers when bought from a third party. Defendant knew or had reason to know of the specific use for which the Products were purchased.

149. The express written Warranty was a material part of the bargain between Defendant and consumers. At the time it made this express Warranty, Defendant knew of the purpose for which the Products would be used and designed and intended them to be used for that specific purpose.

150. Defendant breached its express Warranty by selling Cleaners that contained the Defect, were not made for years of safe and dependable operation, not made from merchantable

²⁰ See Bissell Warranty Page https://support.bissell.com/app/answers/detail/a_id/4677/~~/warranty-policy-%7C-support (last accessed April 14, 2026)

material and workmanship and could not be used for the ordinary purpose of a Cleaner. Defendant breached its express written Warranty to Plaintiff and Class Members in that the Products are defective when made and thus contain the Defect on the very first day of purchase, creating a serious safety risk to Plaintiff and Class Members.

151. The Products that each Plaintiff purchased were subject to the Defect and caused each of them injury because they would not have purchased the Products had they known of the Defect. Defendant expressly warranted in writing that it would repair or replace any defect in the Products.

152. Despite having notice and knowledge of the Defect, Defendant failed to provide an adequate remedy. As alleged herein, the attachments are not an adequate remedy. Accordingly, Plaintiff and the Class seek damages resulting from the Defect.

153. As a result of Defendant's breach of its express written Warranty, Plaintiff and Class Members suffered damages.

COUNT IV
VIOLATION OF STATE CONSUMER PROTECTION STATUTES
(By Plaintiff, individually, and on behalf of the Multi-State Consumer Protection Class)

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

155. Plaintiff and the Multi-State Consumer Protection Class Members were injured as a result of Bissell's violations of the state consumer protection statutes. These state consumer protection statutes provide a basis for redress to Plaintiff and the Multi-State Consumer Protection Class based on Bissell's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

156. Bissell's conduct, as alleged herein, violates the consumer protection, unfair trade practices and deceptive laws of each of the jurisdictions encompassing the Multi-State Consumer Protection Class.

157. Bissell's marketing of the Cleaners violates these prohibitions by deceiving consumers into believing that the Cleaners are fit for their intended purpose despite the presence of the Defect.

158. Bissell engaged in fraudulent, unfair and/or deceptive conduct which creates the likelihood of confusion or misunderstanding in violation of applicable law.

159. Specifically, Bissell advertised in a misleading and deceptive manner that the Cleaners are fit for their intended purpose and did not contain the Defect that presents the associated risks. Bissell chose to package, label and market the Cleaners in this way to impact consumer choices, extract price premiums and gain market dominance, as it is aware that all reasonable consumers who purchase the Cleaners would be impacted by, and would reasonably believe, its false and misleading representations.

160. Bissell intended for Plaintiff and Multi-State Consumer Protection Class Members to reasonably rely upon the material misrepresentations concerning the true nature of the Cleaners.

161. Bissell's misrepresentations and other deceptive conduct were likely to deceive and cause misunderstanding and/or, in fact, did cause Plaintiff and Multi-State Consumer Protection Class Members to be deceived about the true nature of the Cleaners.

162. Further, despite Bissell's knowledge of material facts concerning the existence of the serious safety risks posed by the Cleaners, Bissell actively concealed the serious safety risks and the Defect from consumers by failing to disclose the serious safety risks or Defect to consumers.

163. Bissell knew, or otherwise should have known, that the Cleaners contained the Defect and posed serious safety risks based upon: (1) Bissell's own internal testing, data and surveys; (2) Bissell's Recall; and (3) the multiple burn injury reports.

164. Bissell omitted, concealed and failed to disclose to consumers that the Cleaners posed serious safety risks to consumers, including that the Cleaners' design is inherently defective; unreasonably dangerous; not fit to be used for their intended purpose; and/or is capable of causing serious injury. Rather than disclose this information, Bissell marketed the Cleaners as safe and suitable for their intended purpose.

165. The facts concealed and/or not disclosed by Bissell to consumers, including Plaintiff and other Class Members, were material, in part, because they concerned an essential aspect of the Cleaners, including the intended use and safety. Such facts affect the conduct of purchasers, and a reasonable person would have considered those facts to be important in deciding whether to purchase the Cleaners. Rather than disclose this information, Bissell marketed the Cleaners as complying with safety standards and regulations, with the utmost manufacturing and design.

166. Bissell intentionally concealed and/or failed to disclose such material facts for the purpose of inducing consumers, including Plaintiff and other Class Members, to purchase the Cleaners.

167. As a direct and proximate result of Bissell's misrepresentations, Plaintiff and Multi-State Consumer Protection Class Members suffered ascertainable losses.

168. Had they been aware of the true nature of the Cleaners, Plaintiff and Multi-State Consumer Protection Class Members either would have paid less for the Cleaners or would not have made the purchases at all.

169. Pursuant to the aforementioned states' unfair and deceptive practices laws, Plaintiff and Multi-State Consumer Protection Class Members are entitled to recover compensatory, restitution, punitive and special damages, including, but not limited to treble damages, reasonable attorneys' fees and costs and other injunctive or declaratory relief as deemed appropriate or permitted by relevant law.

COUNT V
UNJUST ENRICHMENT
(By Plaintiff, individually, and on behalf of the Nationwide Class
or alternative, the Illinois Sub-Class)

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

171. Plaintiff brings this claim on behalf of the Nationwide Class, or alternatively the Illinois Subclass.

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

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

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

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

176. Defendant has unjustly profited from its unlawful, unfair, and deceptive conduct at the expense of Plaintiff and the putative Class Members. It would be inequitable and contrary to principles of justice for Defendant to retain the profits, benefits, and other compensation obtained through the sale of the Product, as such enrichment was directly tied to the misconduct alleged herein.

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

178. Defendant continued to sell the Product with its inherent Defect even after knowing about the 206 reports of hot water escaping from the Cleaners' attachments. Even after these known incidents, Defendant continued to tout the safety of its Product, considerably profiting for years.

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

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

181. Plaintiff and Members of the Classes seek disgorgement of all profits resulting from such overpayment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of themselves and all others similarly situated, respectfully requests that this Court:

- a. Declare that this action is a proper class action, certifying the Classes as requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel;
- b. Award Plaintiff and Class members compensatory, statutory, actual, and/or monetary damages, including interest, in an amount to be determined at trial;
- c. Declare that Defendant must disgorge, for the benefit of the Class(es), all or part of the ill-gotten profits they received from the sale of the Cleaners;
- d. Order Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Classes;
- e. Award punitive damages where permitted by statute, in an amount to be determined at trial, due to Defendant's willful and reckless disregard for the safety of consumers despite its knowledge of the Defect;
- f. Order such other and further relief as may be just and proper.

JURY DEMAND

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

DATED: April 15, 2026

Respectfully submitted,

/s/Kevin Laukaitis
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