

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

WENDY MARTIN, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

BISSELL HOMECARE INC.,

Defendant.

Civil Action No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Wendy Martin (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, alleges the following based on personal knowledge as to her own acts and based upon the investigation conducted by their counsel as to all other allegations:

NATURE OF THE CASE

1. This class action seeks damages and equitable relief arising from Defendant Bissell Homecare Inc.’s (“Defendant”) false and misleading representations regarding the safety of its Bissell Steam Shot OmniReach and Omni handheld steam cleaners with attachments (“Product”).
2. Defendant is a home appliance manufacturing corporation that produces, markets, and distributes cleaning tools and equipment, including the Product at issue.
3. Accordingly, Defendant is responsible for the design, manufacture, marketing, and sale of the Product.
4. Defendant represented that the Product was safe and reliable, despite being aware that design and manufacturing defects rendered it hazardous.

5. As a direct result of these misrepresentations, Plaintiff and Class Members purchased a defective Product that failed to perform as advertised and posed a substantial risk of serious injury.

6. The Product contains a dangerous defect. Specifically, the Product's 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

7. Defendant has been aware of the Defect, having received at least 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.²

8. On April 9, 2026, the U.S. Consumer Product Safety Commission ("CPSC") announced a recall of approximately 1.7 million units of the Product sold in stores and online at Target, Walmart, Amazon.com, and other retailers nationwide from October 2024 through March 2026 (the "Recall").³

9. In addition to the Recall, consumers have been instructed by the CPSC to "stop using" the Product "immediately".⁴

10. Consumers who purchased the Product learned through the Recall that the Product posed a serious safety hazard requiring corrective action. Defendant refuses to provide refunds for their defective Product. Instead, consumers' only option is to contact Defendant to receive free new attachments, forcing consumers to attach components to a defective Cleaner without professional help.

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> (last accessed May 11, 2026).

² *Id.*

³ *Id.*

⁴ *Id.*

11. These corrective measures impose considerable burdens on consumers. The Recall is inconsistent with general industry practices because Defendant failed to offer refunds as an alternative to repairs or replacements when their products are recalled.

12. Based upon the foregoing, and by selling a dangerously defective Product, Defendant has violated warranty provisions, violated consumer protection statutes, has been negligent, and has been unjustly enriched.

13. As a result of the foregoing, Plaintiff and the Class Members have suffered damages.

JURISDICTION AND VENUE

14. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d) because (1) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are members of the proposed Class who are diverse from Defendant (including Plaintiff), and (4) there are more than 100 proposed Class members.

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

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendant regularly transacts business in this District, and a substantial part of the conduct giving rise to Plaintiff's claims occurred in this District.

PARTIES

17. Plaintiff is a resident and citizen of Placer County, California.

18. Defendant Bissell Homecare Inc. is a Michigan corporation headquartered at 2345 Walker Avenue NW, Grand Rapids, Michigan 49544.

FACTUAL ALLEGATIONS

19. On or about June 20, 2025, Plaintiff purchased the Product (Bissell SteamShot OmniReach Portable Cleaner, Model 4171F, White) online from Target for \$49.99 in Grass Valley, California.

20. At all times relevant to the issues alleged in this Complaint, Defendant was engaged in the business of designing, manufacturing, importing, marketing, labeling, distributing, selling, and/or introducing the Product into interstate commerce.

21. Defendant manufactured and sold the Product as a steam cleaner primarily for household use, and implied that it was suitable for that purpose. However, Defendant failed to disclose that the Product had defective attachments that may detach unexpectedly, creating a risk of burn hazards or serious injury to users or bystanders. The risk associated with the Product was beyond any reasonable risk that might be associated with steam cleaners generally.

22. Defendant made partial representations to Plaintiff and Class Members, while suppressing the Defect. Specifically, Defendant expressly warranted that the Products were safe to use and free from the Defect, claiming the Products are “safe to use in homes with kids and pets when used as directed.”

23. Plaintiff and Class members would not have bought the Product, or would not have bought it on the same terms, if the Defect had been disclosed. The materiality of the Defect also is demonstrated by the existence of the Recall.

24. On April 9, 2026, the CPSC announced a recall of the Products due to the Defect. As a part of the Recall, consumers were urged to contact Defendant to receive new attachments.

25. Rather than providing a full refund, Defendant placed the burden on consumers to undertake corrective measures. Specifically, owners must go online, upload a photo showing original accessories disposed of in the trash, and install the new attachments themselves.

26. Because the Product failed to perform as advertised and fell far short of the reasonable expectations of consumers, Plaintiff and Class Members suffered damages. Consumers, including Plaintiff, reasonably relied on Defendant's representations that the Product was safe and able to be used for its intended purpose.

27. Defendant misrepresented, concealed, and otherwise omitted material facts that would have been important to Plaintiff and Class Members in deciding whether to purchase the Product. Defendant intended to, and did, deceive reasonable consumers, including Plaintiff and Class Members.

28. Due to Defendant's intentional misrepresentations and active concealment of and/or failure to inform Plaintiff and Class Members of the Defect, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

29. The Recall does not render this lawsuit moot because it does not provide all of the same relief available in this lawsuit. No refunds are provided, and as a result, this class action seeks monetary relief that the Recall does not provide.

CLASS ACTION ALLEGATIONS

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

31. The proposed Class is defined as follows:

Nationwide Class: All persons within the United States who purchased Defendant's recalled Bissell Steam Shot OmniReach and Omni handheld steam cleaners with attachments (including model numbers 4155, 4155L, 4155W, 4155G,

4155D, 4155J, 4155Y, 4155P, 4171, 4171L, 4171W, and 4171F) sold from October 2024 through March 2026.

California Subclass: All persons within the state of California who purchased Defendant's recalled Bissell Steam Shot OmniReach and Omni handheld steam cleaners with attachments sold from October 2024 through March 2026.

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

33. *Numerosity:* The Class is so numerous that joinder of all members is impracticable. The number of units of Defendant's Product subject to the Recall is approximately 1.7 million. For example, some class members may have purchased more than one of Defendant's Product. Nevertheless, the precise number of class members can be readily identified through Defendant's records.

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

- a. Whether the Product contained the Defect alleged herein;
- b. Whether Defendant knew or should have known of the Defect;
- c. Whether Defendant had a duty to disclose the Defect to consumers;
- d. Whether Defendant's representations and omissions were misleading or deceptive;
- e. Whether Defendant's conduct constitutes an unlawful breach of express warranties;
- f. Whether Defendant was unjustly enriched; and
- g. Whether Plaintiff and Class members are entitled to damages and/or other monetary relief.

35. *Typicality:* The claims or defenses of Plaintiff are typical of the claims or defenses of the Class. Class members were injured and suffered damages in substantially the same manner

as Plaintiff, Class members have the same claims against Defendant relating to the same course of conduct, and Class members are entitled to relief under the same legal theories asserted by Plaintiff.

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

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

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

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

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

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

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

CAUSES OF ACTION

COUNT I

Breach of Express Warranty

**(On behalf of the Nationwide Class, or alternatively,
the California Subclass)**

43. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

44. In connection with its sale of the Product, Defendant expressly provided warranties that the Cleaners were free from manufacturing defects. Defendant further warrants that the Products are Cleaners and can be used as such.

45. Defendant breached its express Warranty by selling a steam cleaner that was neither free of defects nor safe to use as directed, as the attachments can detach unexpectedly, releasing hot water and steam.

46. The Product that Plaintiff and each Class Member purchased was subject to the Defect and caused each of them injury because they would not have purchased the Product had they known of the Defect.

47. Defendant received notice and knew of the Defect through customer complaints and testing, yet failed to provide an adequate remedy.

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

COUNT II

Breach of Implied Warranty of Merchantability Song-Beverly Consumer Warranty Act (Cal. Civ. Code § 1790 Et. Seq.) (on behalf of Plaintiff and the California subclass)

49. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

50. Defendant defectively manufactured the Products purchased by Plaintiff and Class Members, and those Products posed a serious and immediate safety risk to consumers, including Plaintiff and Class Members, and the general public.

51. Plaintiff and Class Members purchased the product new, primarily for personal or household purposes. They did not use the Products for business purposes.

52. All the Products sold by Defendant left Defendant's facilities and control with the Defect in the manufacture of the Products.

53. The Defect places Plaintiff and Class Members at serious safety and property damage risk upon using the Products in their homes. Defendant admits that one cannot safely use the Products, as sold, as steam cleaners.

54. The law requires manufacturers or sellers of a product to ensure that the Products: (a) are merchantable and reasonably fit for the ordinary purposes for which ordinary consumers use them and (b) are acceptable in trade for the product description.

55. Pursuant to Cal. Civ. Code § 1792, this implied warranty of merchantability is part of the basis of the bargain between Defendant and purchasers, including Plaintiff and the Class Members.

56. Defendant breached the implied warranty of merchantability because the Products: (a) are defective and pose a serious safety risk, (b) were not fit for the ordinary purposes for which they were used, (c) would not pass without objection, and (d) failed to conform to the standard performance of like products.

57. The Defect is substantially certain to manifest during the reasonable expected life of any one of the Products.

58. Defendant knew, or should have known, that the Products posed a safety risk and were defective, and Defendant breached the implied warranties at the time they sold the Products to Plaintiff and Class Members or otherwise placed them into the stream of commerce.

59. Target is an authorized dealer of Defendant's products, including the Products at issue here.

60. As an authorized dealer with a partnership in North America, Defendant would have impliedly warranted to Target that its products would pass without objection in trade under the contract description; were fit for the ordinary purpose for which the products would be used; and conformed to the promises or affirmations of fact made on the container or label.

61. Plaintiff and Class Members were third-party beneficiaries of that implied warranty because they were the intended and foreseeable end-users of the products.

62. Plaintiff and Class Members relied on written materials of Defendant.

63. As a direct and proximate result of Defendant's breach of the implied warranties, Plaintiff and Class Members bought the Products without knowledge of the Defect or the serious safety risk.

64. As a direct and proximate result of Defendant's breach of the implied warranties, Plaintiff and Class Members purchased unsafe and defective Products that were not fit for their intended purpose of being reasonably safe to use as steam cleaners, without disclosing that they had a critical safety-related defect.

65. Defendant received notice of the Defect, and their breaches of express and implied warranties, through: (a) customer warranty claims that reported problems with the Products, (b) customer complaints, and (c) their own testing.

66. Despite having notice and knowledge of the Defect, Defendant failed to provide: (a) a defect-free Product to Plaintiff and Class Members, (b) adequate replacement of the defective Products, and (c) any form of compensation for the economic damages that resulted from the Defect.

67. Any attempt by Defendant to disclaim the implied warranty was improper, insufficient, and of no effect.

68. As a direct and proximate result of Defendant's breach of the implied warranties, Plaintiff and Class Members have suffered damages.

COUNT III
Violations of California's Unfair Competition Law ("UCL") Cal. Bus. & Prof. Code §§
17200, et seq.
(on behalf of Plaintiff and the California subclass)

69. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

70. Defendant committed acts of unfair competition, as described above, in violation of the Unfair Competition Law (“UCL”).

71. Defendant’s conduct constitutes “unlawful” business practice within the meaning of the UCL. It includes, without limitation, violations of the Song-Beverly Consumer Warranty Act, Cal Civ. Code § 1790 et seq., and negligent or fraudulent misrepresentation.

72. Defendant’s conduct, as described above, also constitutes a “fraudulent” business practice violative of the UCL. As explained in the preceding paragraphs, Defendant’s false statements about the Products fraudulently present the impression that the Products were adequately safe for use. This conduct was designed to deceive consumers as to the true quality and value of the Products consumers purchased.

73. Defendant knew or should have known that its false representations and conduct constituted unlawful, unfair, and fraudulent business practices likely to deceive a reasonable consumer.

74. Plaintiff and Class Members have suffered injuries, in fact, and have lost money as a result of Defendant’s UCL violations in that they were deceived into purchasing the Products, which were not adequately safe or easy to use for the purposes of Plaintiff and California Subclass Members.

75. At a minimum, to the extent the Court ultimately deems the remedies at law that Plaintiff requests are inadequate, Plaintiff and California Subclass Members are entitled to equitable relief such as restitution and injunctive relief under Cal. Bus. and Pro. Code § 17203 enjoining Defendant from continuing to conduct business through unlawful, unfair, and fraudulent acts and practices.

COUNT IV
Negligence

**(On behalf of Plaintiff and the Nationwide Class, or alternatively,
the California Subclass)**

76. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

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

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

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

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

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

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

COUNT V

Unjust Enrichment

**(On behalf of Plaintiff and the Nationwide Class, or alternatively,
the California Subclass)**

83. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

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

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

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

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

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

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

90. Plaintiff and Class Members reasonably and justifiably relied on Defendant's representations and advertisements when purchasing their Products.

91. Plaintiff and Class Members would not have purchased the Products if they knew of the Defect, or they would have only paid substantially less.

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

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

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

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

JURY TRIAL DEMAND

96. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a jury trial as to all issues triable by a jury.

DEMANDS FOR RELIEF

Plaintiff demands a trial by jury on all issues.

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action and for judgment to be entered, against Defendant, by an order that does the following:

- (a) certifies the proposed Class and subclasses;
- (b) designates Plaintiff as the class representative, designates the undersigned as class counsel, and requires Defendant to bear the costs of class notice;
- (c) enjoins Defendant from selling the Products until: either (a) they can be safely used as steam cleaners that meet industry standards or (b) full disclosure of the failure to meet industry standards appears on all packaging;
- (d) requires Defendant to engage in: (a) a corrective advertising campaign and (b) any further necessary affirmative injunctive relief, such as recalling the existing Product;
- (e) awards: (i) declaratory relief, and any further retrospective or prospective injunctive relief permitted by law or equity, including enjoining Defendant from continuing the unlawful practices alleged herein and (ii) injunctive relief to remedy Defendant's past conduct;
- (f) requires Defendant to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be: (i) an unlawful, unfair, or fraudulent business act or

practice; (ii) untrue or misleading advertising; or (iii) a violation of law, plus pre-judgment and post-judgement interest thereon;

(g) requires Defendant to disgorge or return all moneys, revenues, and profits obtained by means of any wrongful or unlawful act or practice;

(h) requires Defendant to pay all actual and statutory damages, permitted under the counts alleged herein, in an amount to be determined by this Court, but at least \$5,000,000;

(i) requires Defendant to pay punitive damages on any count so allowable;

(j) awards attorneys' fees and costs to Plaintiff and the Classes; and

(k) provides for all other just, proper relief.

Dated: May 14, 2026

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