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UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

ANNALAISE BAIRD, individually and on behalf of all others similarly situated, Plaintiff, v. KOHLER CO., a Delaware Corporation, Defendant.	**Case No.** **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff Annalaise Baird ("Plaintiff"), brings this action individually, and on behalf of other similar situated individuals and alleges as follows:

I. NATURE OF THE ACTION

1. According to its website, "Every KOHLER® toilet is crafted to be extraordinary, meeting the highest standards of performance, technology, and design.[1]"

2. In furtherance of this stated mission, Kohler Co. ("Kohler") manufactures and sells bidet toilets seats, including the PureWashM250 Bidet Toilet Seat (the "Class Product"). Despite its

[1] *Kohler Toilets*, https://www.kohler.com/en/products/toilets? (last visited March 25, 2026).

alleged dedication to "crafting high standard" toilets, Kohler knowingly manufactured and sold the Class Product with a known design flaw (the "Defect") that causes leaking at the Class Product's control handle, thereby rendering it useless.

3. Per Kohler, the Class Product "makes it easy to add the freshness and assurance of personal cleansing to your existing toilet. With a sleek, low-profile seat design, PureWash M250 provides the superior cleansing of a spray wand that's fully adjustable for position and water pressure.[2]" Therefore, consumers reasonably expected the Class Product to withstand the normal use of such a bidet toilet seat. But the Class Product contains a universal flaw that causes the plastic handle and/or other mechanisms to leak water. As a result, consumers are unable to use the Class Product, lest they want to risk severe water damage and water misuse.

4. Because of the Defect, owners of the Class Product received a device with less functionality than they paid for and rightly expected.

5. Kohler had actual or constructive knowledge of the Defect through: a) customer warranty complaints; b) online user reports; c) internal engineering and reliability testing data; d) repeated failures in replacement devices; and e) predictable consequences of its chosen bidet toilet seat design.

6. If Plaintiff and other Class Members knew of the Defect at the time of purchase, they would not have bought the Class Product, or they would have paid substantially less for it. Plaintiff and the other Class Members were denied the benefit of the bargain in connection with their purchase of the Class Product.

7. Thus, the conduct described herein makes Defendant liable pursuant to the following: California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750, et seq.); California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.); California's False Advertising Law (Cal. Bus. & Prof. Code § 17500, et seq.); Breach of Implied Warranty; Fraudulent Concealment;

[2] *Id.*, https://www.kohler.com/en/products/toilet-seats-bidet-seats/shop-toilet-seats-bidet-seats/puretide-elongated-manual-bidet-toilet-seat-5724?skuId=5724-0

Negligence; and Unjust Enrichment. Thus, owners of the Class Product, including Plaintiff, have suffered an ascertainable loss of money and/or property and/or loss in value. The unfair and deceptive trade practices committed by Kohler caused Plaintiff and Class Members damages, including, but not limited to, loss of value, loss of use of the Class Product, and replacement costs.

8. Accordingly, Plaintiff brings this action to redress Defendant's misconduct and for damages and equitable relief under California statutory and common law.

II. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum of $5,000,000 exclusive of interest and costs, there are more than 100 putative class members, and minimal diversity exists because Plaintiff and many putative Class Members are citizens of a different state than Kohler. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) because all claims alleged herein form part of the same case or controversy.

10. This Court has personal jurisdiction over Kohler because it operates and maintains its principal place of business within the United States in this District. Further, Kohler is authorized to and regularly conducts business in this District and make decisions regarding corporate governance and design of its products in this District.

11. Venue is proper in this District under 28 U.S.C. § 1391(a) through (d) because: a substantial part of the events giving rise to this action occurred in this District, including decisions made by Defendant's governance and design personnel or inaction by those individuals that led to the impermissible design, manufacture, and selling of the defective Class Product; Kohler's principal place of business within the United States is located in this District; and Kohler caused harm to Class Members residing in this District.

III. PARTIES

12. Plaintiff is a citizen of California, residing in Gold River.

13. Defendant Kohler Co.is a Delaware Corporation which maintains its principal place of business at 444 Highland Drive Kohler, Wisconsin 53044.

14. Kohler transacts substantial business in California and throughout the United States.

IV. FACTUAL ALLEGATIONS

A. Plaintiff's Purchase and Use

15. Plaintiff purchased the Class Product from Amazon for $79.99 plus tax.

16. Particularly, Plaintiff purchased the Class Product for her (and her family's) personal use. Plaintiff and her family used The Class Product in a normal and expected manner.

17. Plaintiff specifically purchased the Class Product based upon the Kohler name, and reputation for making quality household products. Particularly, when she purchased the Class Product, Plaintiff expected it would last several years, and that it did not contain the Defect that would cause continuous water leakage from the adjustment handle or plastic body, posing a safety risk that renders it unsafe and useless for its purported purpose.

18. Prior to purchasing the Class Product, Plaintiff researched different bidet toilet seats and viewed multiple advertisements touting Kohler Products' reliability, durability, and superiority over competitive offerings.

19. Like the ordinary consumer, Plaintiff did not have the opportunity to negotiate the terms of the Class Product's warranty with Kohler. Plaintiff was likewise aware that other bidet toilet seats came with similar terms and disclaimers, and thus, Plaintiff did not have a meaningful choice in the terms of the warranty or in selecting the Class Product based on other available, less restrictive warranties.

20. At no point, including during Plaintiff's research into the Class Product and at the point of sale, did Kohler (or Amazon, on behalf of Kohler) disclose the existence of the Defect.

21. Immediately after purchasing the Product, Plaintiff reviewed the documents included therein. The documents also failed to disclose the Defect to Plaintiff.

22. Plaintiff had the Class Product installed in her bathroom shortly after the purchased, and she proceeded to use it regularly and as intended, until the date of the incident described below.

23. On or around December of 2024, Plaintiff noticed that the control handle of the Class Product had begun to leak water onto her bathroom floor.

24. In addition to the aforesaid leaking, the Class Product was prone to continuous water discharge. The Class Product was therefore unsuitable for its intended purposes as a high-quality bidet toilet seat.

25. As a result, Plaintiff attempted to make a warranty claim regarding the Defect, but was informed she was outside of the warranty period.

B. Lack of Consumer Knowledge

26. As mentioned above, Plaintiff had no reasonable means of discovering the Defect before purchase.

27. Specifically, Kohler did not disclose the Defect in its packaging, marketing materials, product manuals, or website.

28. Indeed, Kohler touted the Class Product's superior quality and craftsmanship.

29. Had Plaintiff known the truth, to wit: that the Class Product contained designed flaws that would make the device improper for its stated purposes, she would not have purchased it.

C. Kohler's Had Superior Knowledge of the Defect

30. Kohler knew or should have known of the Defect from: a) pre-release design and engineering testing; b) quality-control and durability testing; c) product failure rates; d) warranty claim data; e) consumer complaints; and f). repeated failures in replacement units.

31. Thus, Defendant knew or should have known when it sold the Class Product to the public that that it suffered from the Defect, and could therefore not be expected to function properly for the full duration of its expected useful life.

32. Defendant owed Plaintiff and all those similarly situated a duty to disclose the Defect because Kohler:

a. Possessed exclusive knowledge of the Defect and necessarily had superior knowledge of the Defect because, among other things, only Kohler had access to the results of extensive pre-release testing and various organized repositories of internal data;

b. Intentionally and actively concealed the Defect by, among other things, providing ineffective "remedies" to mask the Defect; and/or

c. Made material omissions, failing to warn purchasers that the Class Product was defective, and failing to qualify its representations, including those related to the Class Product's reliability, durability, and efficacy.

33. Kohler's knowledge of the Defect stems from various sources.

34. *First,* Defendant would have learned of the Defect through its extensive quality control measures and internal pre-release testing.

35. On information and belief, prior to mass production, Defendant first builds prototypes of the design to zero in on the final, mass production ready design. The first prototype build is a test run of key product concepts to gain confidence that the product can work. Next comes the EVT or Engineering Validation Test, which consists of significantly increased quantities of units which must be fully functional and testable, and all functional test stations must be present and collecting data. Next comes the DVT or Design Validation Test where substantial quantities of units are built made of components from production processes and on a line following production procedures. PVT, or Production Validation Test, is the last build where thousands of units are built before ramp and mass production.

36. During pre-production and before product release, Defendant conducts extensive testing not only for each new product as a whole, but also for each and every part of each new product. Defendant employs lead engineers who are tasked with leading the architecture, design and implementation of the test line for new products from pre-concept until mass production. Defendant's engineers define tests for functionality and performance early in the product development lifecycle.

37. Kohler conducted extensive testing on the Class Product and each of its components, including the plastic handle, to ensure its individual structural integrity as well as its integrity within the context of the entire device. Defendant designed, engineered, and extensively tested each of the Class Product's parts purportedly to ensure the highest quality, safety, and reliability.

38. Kohler conducts extensive validation testing before releasing its products to the marketplace, and its pre-release testing meets basic industry standards for assessing product reliability and durability. The purpose of such testing is to expose any design, manufacturing, or parts weaknesses that may result in field failures, warranty claims, and general functional reliability over the intended life of their products.

39. Validation testing covers all system aspects of the Class Product, including mechanical and system reliability, as well as safety, compliance to applicable standards, and sustainability. Mechanical and system reliability tests are designed and used to demonstrate that the design and the finished product perform reliably for the life of the product.

40. Upon information and belief, Kohler also employs a team of reliability engineers to ensure its products live up to its standards (and those of its consumers). Defendant's reliability engineers are responsible for leading and executing reliability tests on Defendant's devices, including but not limited to the development of new test procedures to quantify the reliability of a design, stress tests, and failure analysis resulting from these tests.

41. Reliability engineers conduct various technical analysis, including Failure Mode and Effects Analysis (FMEA) and Fault Tree Analysis (FTA). They also develop complex reliability test plans at each engineering design phase to target key design features and changes.

42. Such targeted tests also would have revealed that the Class Product is subject to failure since they would have indicated it leaks after normal and expected use.

43. Reliability engineers also conduct reliability growth modeling and statistical risk assessments of failures using Highly Accelerated Life Testing (HALT) and assess the physics of failure (PoF) to predict the expected life of the Class Product. Such tests project product longevity, weathering performance, and probability of failure.

44. These reliability-growth tests are conducted specifically for structural integrity purposes, and include tests that apply various stresses, such as mechanical, electrical, and thermal stresses.

45. Real-life user studies are also a significant component of Defendant's pre-release testing. On information and belief, hundreds of employees are provided with pre-production units in the months leading up to a product launch and report their experiences to Kohler.

46. Because the Defect manifests during foreseeable normal consumer use, Defendant's rigorous testing simulating consumer experiences would have revealed that the Class Product is not durable and fails under normal and foreseeable use by consumers.

47. The extensive pre-release testing described above (conducted by Kohler's employees) would have alerted Defendant to the Defect. Specifically, one or more of these tests would have revealed the leaking caused by the Defect.

48. Because Defendant conducted pre-release testing months before product release, it had knowledge of the Defect before releasing the Class Product into the stream of commerce.

49. Once mass production begins, EFFA is undertaken based on early returns. EFFA begins in the first weeks after shipping to capture returned units back from the field in order to conduct failure analysis on them

50. Kohler's knowledge of the Defect thus accumulated after its receipt of other data shortly after release, including but not limited to many consumer complaints made directly to Defendant (online, telephonically, etc.) and repeated replacement and/or refund requests stemming from the leaking of the Class Product.

51. *Second,* Kohler had knowledge of the Defect resulting from hundreds, if not thousands, of users having reported the Defect and resultant effects, as outlined herein, to Kohler and having sought out replacements/and or refunds from Defendant. Upon information and belief, Kohler maintains various repositories documenting consumer concerns about the Class Product, including but not limited to replacement data, warranty claims, and feedback from product specific pages.

52. Consumers complained to Defendant about the Defect. Specifically, consumers explained that the Defect manifested suddenly and unexpectedly, and they made clear that the leaking was not the result of damage or misuse on their part. However, Kohler has failed to rectify

the resultant harm, as its "go to" remedy of replacing a Class Product within the warranty period is ineffective since the replacement devices contain the same fatal design flaw.

53. Particularly, consumers contacted Defendant by phone, online, and at authorized retail stores for support or service relating to the Defect. Defendant maintains records of concerns raised by consumers complaining about the Defect. Additionally, consumers sought out redress from authorized sellers in mass numbers. Importantly, Kohler receives reports from authorized sellers that also would have alerted it to the Defect.

54. Consumers exhausted various channels to report the Defect and seek redress, including but not limited to providing comments on the specific product pages, calling customer service, sending messages by phone, sending emails, and making warranty claims. Indeed, consumers often made repeated contact with Defendant.

55. Defendant continuously received and tracked claims made by consumers relating to the Class Product from various sources. For example, Defendant (both directly and through its third-party authorized sellers) continuously received and tracked claims made under the Class Product's Warranty, including the facts and circumstances reported within those claims.

56. Additionally, Defendant carefully reviews consumer feedback through other standardized repositories. For example, as previously noted, consumers submitted feedback about the Defect on specific product pages that allows Kohler to track and review comments regarding the Class Product specifically.

57. *Third,* other teams at Kohler monitor product quality and performance both before and after product release.

58. Defendant employs field and lab quality engineers that assess all aspects of product quality for the Class Product and its other products. As a key responsibility, these field and lab quality engineers interpret data to manage and improve product and service quality.

59. Field and lab quality engineers are able to provide improvement proposals to Platforms, participate in concept development, and contribute to FMEAs (Failure Mode and Effects Analysis).

60. Though Kohler's replacement data is not publicly accessible, it is apparent from publicly available data that the amount of replacements is significant. Defendant's employees, including its field quality engineers, thus collected field quality metrics reflecting the Defect, including but not limited to, the early failure rates and the repeat requests for replacements from its EFFA program. This data would show that it is inaccurate and disingenuous to suppose that the failures are customer-caused rather than due to the flawed and compromised design flaw.

61. Modern companies, like Kohler, have initiated internal reporting mechanisms. Thus, these internal mechanisms would have discovered the leaking manifestation stemming from the Defect.

62. *Fourth,* online reputation management ("ORM") is now a standard business practice among most major companies, such as Kohler, and entails monitoring consumer forums, social media, and other sources on the internet where consumers can review or comment on consumer services. "Specifically, [ORM] involves the monitoring of the reputation of an individual or brands on the internet, addressing content which is potentially damaging to it, and using customer feedback to try to solve problems before the damage to the individual's or brand's reputation.[3]"

63. As discussed below, the internet is replete with complaints from consumers who have expressed dissatisfaction about the Defect. These complaints make clear that in addition to its own internal knowledge, Kohler consumers have long put the company on notice of the defective performance of the Class Product.

64. Considering the performance issues detailed below, the Defect negates continued use of the Class Product.

65. The following includes just a snapshot of the reviews and/or commentary related to the Defect:

[3] WebSolutions, "Online Reputation," https://websolutions-maine.com/online-reputation/ (last visited December 19, 2025).

4

Jonathan F

★★★☆☆ **Avoidable Installation Headaches**

Reviewed in the United States on October 10, 2023

Color: White | Size: Elongated | **Verified Purchase**

I have used a bidet attachment for several years and was looking forward to having the works built into the seat. I like Kohler's reputation for design and build quality, so I bought this one. I like the way it works, but it leaks.

It leaks because the nut that attaches the seat hose to the seat is cross-threaded. It is cross-threaded because I found it nearly impossible to attach. The nut that secures that joint must hold a rubber washer and a screen that comes with its own washer attached. Their combined thickness make it nearly impossible to thread the nut onto the seat connection. Since that connection is on the left side and a bathtub surround sits about 15 inches away, I had to work with my left (non-dominant) hand from in front of the toilet, not from that side, which limited the force I could apply to compress the washers.

5

Juelze

★☆☆☆☆ **Guaranteed to fail**

Reviewed in the United States on January 7, 2019

Color: White | Size: Elongated | **Verified Purchase**

Second Update

OK, this Kohler bidet is garbage. First unit leaked and second unit sometimes leaks but recently the plastic that latches it into place broke. Engineered to fail.

UPDATE

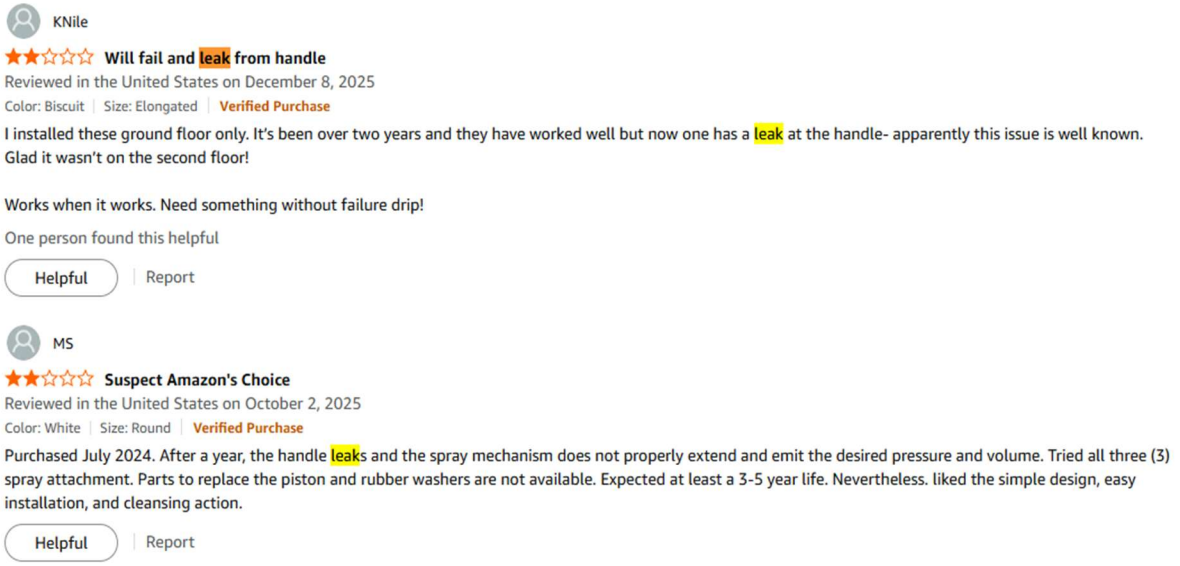
In less than one month of using the bidet is leaking. As soon as you rotate the control arm water begins to leak out. I'm going to exchange it for another since I like everything about it, but it looks like this device wasn't engineered well since others are reporting the same thing in other reviews.

6

[4] Kohler PureWash M250 Bidet Toilet Seat, Elongated Seat, Non-Electric, Adjustable Water Pressure, Self Cleaning, Quiet-Close, Easy Installation, Biscuit - Amazon.com (last viewed April 20, 2026).

[5] *Id.*

[6] *Id.*



KNile

★★☆☆☆ **Will fail and leak from handle**

Reviewed in the United States on December 8, 2025

Color: Biscuit | Size: Elongated | **Verified Purchase**

I installed these ground floor only. It's been over two years and they have worked well but now one has a leak at the handle- apparently this issue is well known. Glad it wasn't on the second floor!

Works when it works. Need something without failure drip!

One person found this helpful

Helpful | Report

MS

★★☆☆☆ **Suspect Amazon's Choice**

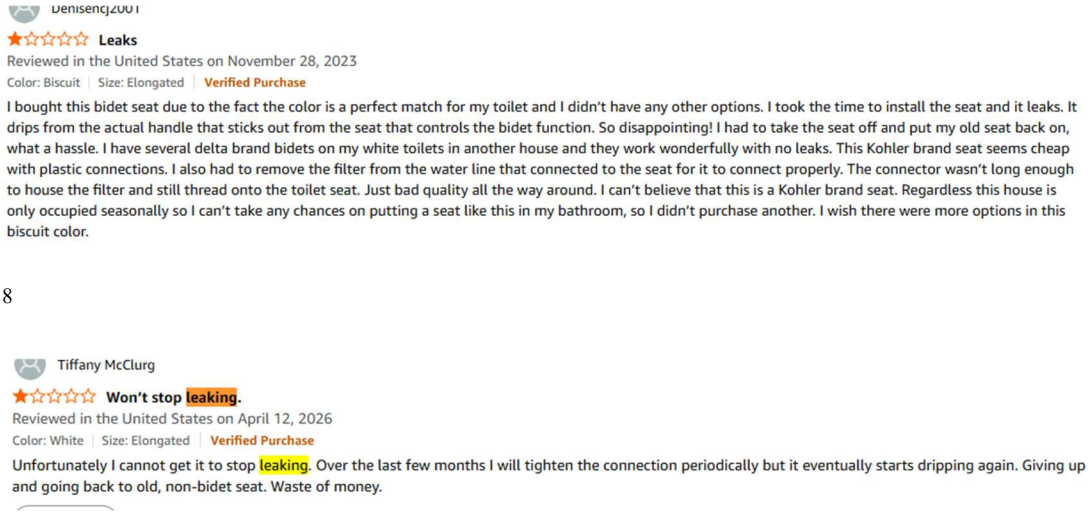
Reviewed in the United States on October 2, 2025

Color: White | Size: Round | **Verified Purchase**

Purchased July 2024. After a year, the handle leaks and the spray mechanism does not properly extend and emit the desired pressure and volume. Tried all three (3) spray attachment. Parts to replace the piston and rubber washers are not available. Expected at least a 3-5 year life. Nevertheless. liked the simple design, easy installation, and cleansing action.

Helpful | Report

7



★☆☆☆☆ **Leaks**

Reviewed in the United States on November 28, 2023

Color: Biscuit | Size: Elongated | **Verified Purchase**

I bought this bidet seat due to the fact the color is a perfect match for my toilet and I didn't have any other options. I took the time to install the seat and it leaks. It drips from the actual handle that sticks out from the seat that controls the bidet function. So disappointing! I had to take the seat off and put my old seat back on, what a hassle. I have several delta brand bidets on my white toilets in another house and they work wonderfully with no leaks. This Kohler brand seat seems cheap with plastic connections. I also had to remove the filter from the water line that connected to the seat for it to connect properly. The connector wasn't long enough to house the filter and still thread onto the toilet seat. Just bad quality all the way around. I can't believe that this is a Kohler brand seat. Regardless this house is only occupied seasonally so I can't take any chances on putting a seat like this in my bathroom, so I didn't purchase another. I wish there were more options in this biscuit color.

8

Tiffany McClurg

★☆☆☆☆ **Won't stop leaking.**

Reviewed in the United States on April 12, 2026

Color: White | Size: Elongated | **Verified Purchase**

Unfortunately I cannot get it to stop leaking. Over the last few months I will tighten the connection periodically but it eventually starts dripping again. Giving up and going back to old, non-bidet seat. Waste of money.

9

[7] https://www.amazon.com/product-reviews/B017Y451GM/ref=cm_cr_arp_d_viewopt_sr?ie=UTF8&reviewerType=all_reviews&filterByStar=one_star&pageNumber=1 (last viewed April 20, 2026).

[8] *Id.*

[9] *Id.*

Joe Black :)

★☆☆☆☆ **Disaster waiting to happen!**

Reviewed in the United States on February 17, 2026

Color: White | Size: Round | Verified Purchase

Disaster waiting to happen!
Trying to get the angled hose on the threads was frustrating. I finally removed the screen insert since the nut would only go on 1 turn. Without the rubber screen it went on with 2 turns.
I installed it before 10 am.
2 hours later, the twist lever began to leak. Just a drip. But then another hour later, it was a steady stream. So I removed it. I am fortunate I guess because I was home. After reading the comments, some people were not so fortunate and suffered property damage. If anyone is interested in starting a class action lawsuit with Kohlerfor damages, please let me know.

Helpful | Report

Ork

★☆☆☆☆ **Leaks after 1st year**

Reviewed in the United States on December 22, 2025

Color: White | Size: Elongated | Verified Purchase

I purchased two of these, and both failed after about a year. One started leaking from the handle, and the other began leaking from the bidet wand. The issues were nearly identical, which makes me think the workmanship is poor. They're definitely not worth $100, and they don't live up to the Kohler brand reputation. You can get the same quality from a $30 no-name bidet.

I contacted customer service, but since both units were out of warranty, they wouldn't replace them. Honestly, I wasn't confident enough in the product to push the claim any further. Finding a puddle of water under the bidet on my bathroom floor was alarming, and I don't want to take that risk again.

I'll be switching to Toto next and hoping their quality is better.

10

★★☆☆☆ Nov 6, 2018

The control handle leaks bad.

The control handle leaks bad.
by Svenster2

Response from Kohler Product Expert Show

Verified Purchase
Recommended



11

★★☆☆☆ Dec 21, 2025

It leaks

I purchased the M25 when I moved into new lodgings. Very shortly after installation it began to leak from the handle and has leaked intermittently ever since. It is getting worse. There appear to be no instructions on Kohl's website on how to fix this issue, although it is a well-known problem. I would not recommend this product to anyone
by EJinOR

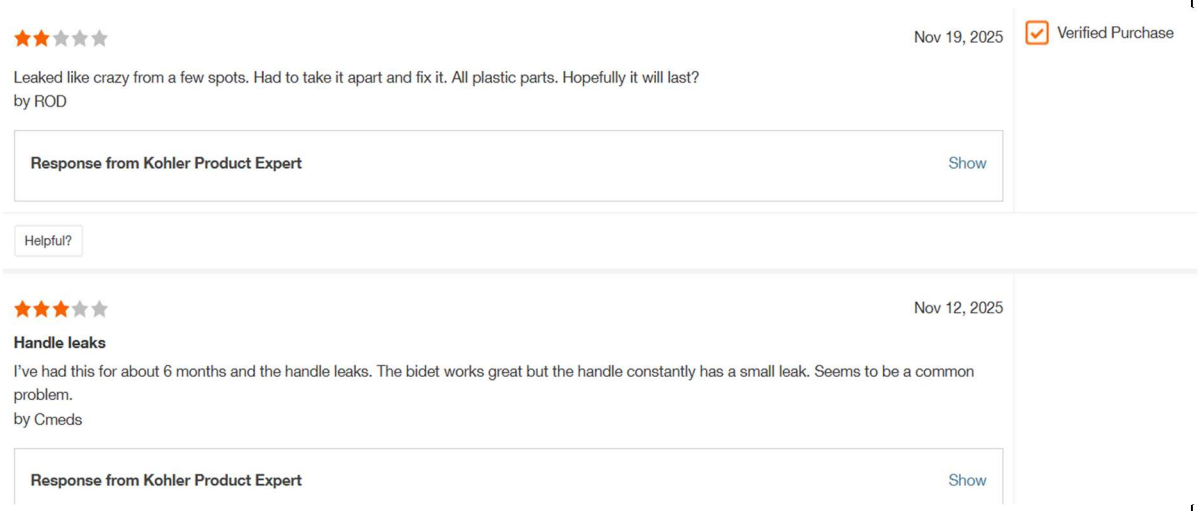
Response from Kohler Product Expert Show

12

[10] *Id.*

[11] *Id.*

[12] https://www.homedepot.com/p/reviews/KOHLER-Purewash-M250-Non-Electric-Bidet-Seat-for-Elongated-Toilets-in-White-K-5724-0/206689232/1 (last viewed April 20, 2026)



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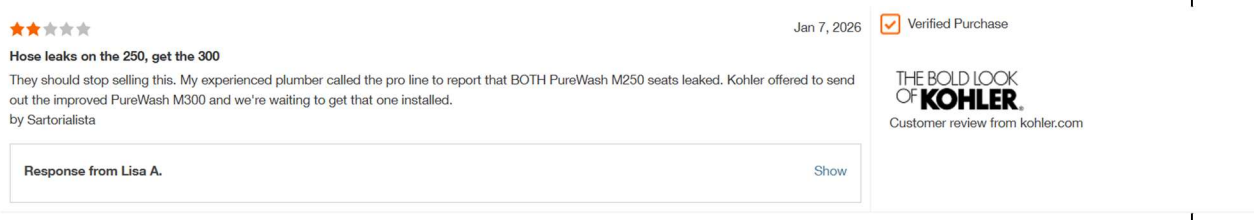

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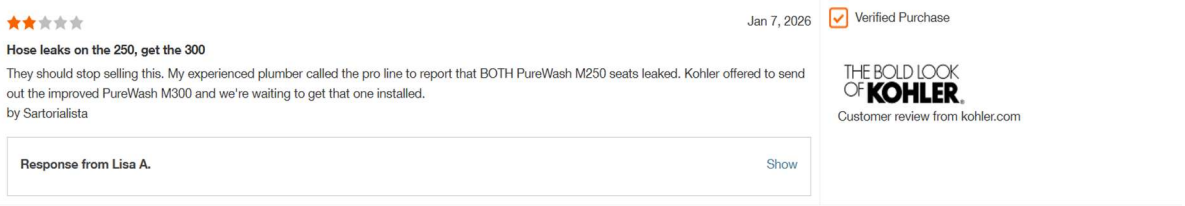

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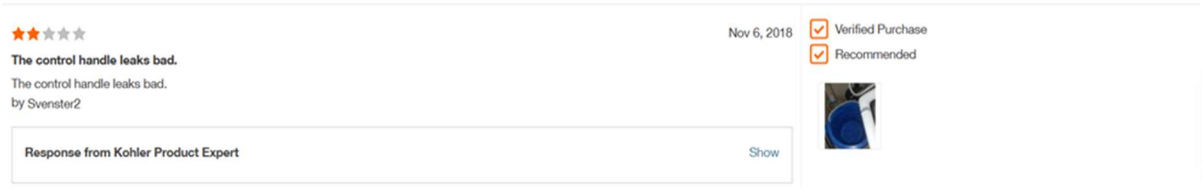
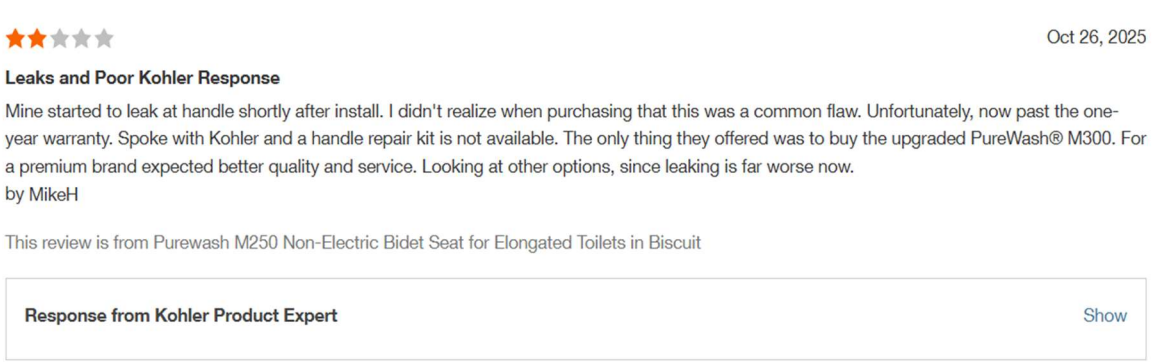


[13] *Id.*

[14] *Id.*

[15] *Id.*

16



Oct 26, 2025

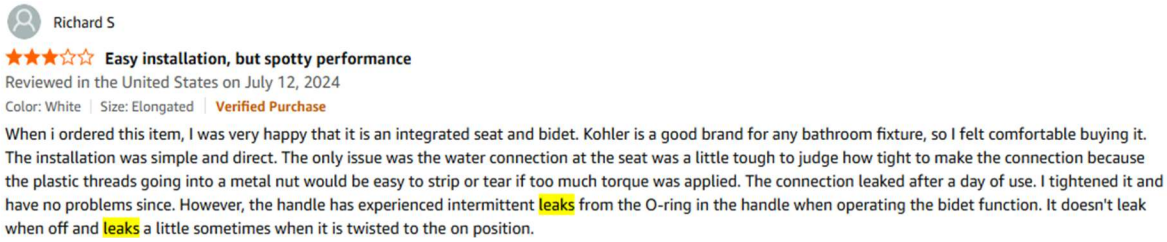
Leaks and Poor Kohler Response

Mine started to leak at handle shortly after install. I didn't realize when purchasing that this was a common flaw. Unfortunately, now past the one-year warranty. Spoke with Kohler and a handle repair kit is not available. The only thing they offered was to buy the upgraded PureWash® M300. For a premium brand expected better quality and service. Looking at other options, since leaking is far worse now.
by MikeH

This review is from Purewash M250 Non-Electric Bidet Seat for Elongated Toilets in Biscuit

Response from Kohler Product Expert Show

17



Richard S

Easy installation, but spotty performance

Reviewed in the United States on July 12, 2024

Color: White | Size: Elongated | Verified Purchase

When i ordered this item, I was very happy that it is an integrated seat and bidet. Kohler is a good brand for any bathroom fixture, so I felt comfortable buying it. The installation was simple and direct. The only issue was the water connection at the seat was a little tough to judge how tight to make the connection because the plastic threads going into a metal nut would be easy to strip or tear if too much torque was applied. The connection leaked after a day of use. I tightened it and have no problems since. However, the handle has experienced intermittent leaks from the O-ring in the handle when operating the bidet function. It doesn't leak when off and leaks a little sometimes when it is twisted to the on position.

66. Upon information and belief, Defendant's alleged remedy of replacing the Class Product was inadequate, as Kohler's replacement bidet toilet seat's contained the same defect.

67. Therefore, despite the aforementioned consumer concerns (and Kohler's knowledge thereto as indicated by its response to certain customer reviews), it failed to redesign the product, remedy the Defect, and/or warn consumers, thereby causing economic losses on a grand scale.

68. In addition, Kohler actively concealed the existence and nature of the Defect in the Class Product from Plaintiff and Class Members. Specifically, Defendant failed to disclose or actively concealed at and after the time of purchase:

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[16] *Id.*

[17] https://www.homedepot.com/p/reviews/KOHLER-Purewash-M250-Non-Electric-Bidet-Seat-for-Elongated-Toilets-in-White-K-5724-0/206689232/1 (last viewed April 20, 2026)

- Any and all known material defects or material nonconformity of the Class Product, including the Defect;
- That the Class Product was not made to adequately address the demands of a bidet toilet seats; and
- That Kohler knew of the Defect.

69. But it was possible for Kohler to disclose the Defect in multiple ways that would have made the information available to reasonable consumers, such as through it sales and marketing. However, Kohler declined to do so.

70. As a consequence of Kohler's actions and inactions, the Class Product owners have been deprived of the benefit of the bargain, lost use of the Class Product, and incurred lost time attempting to remedy toilet seat. The value of the Class Product has also suffered diminution due to the Defect.

71. Had Plaintiff and the Class Members known about the Defect, they would not have purchased the Class Product or would have paid significantly less for it.

G. **Kohler has Unjustly Retained a Substantial Benefit**

72. On information and belief, Plaintiff alleges that Kohler unlawfully failed to disclose the alleged Defect to induce her and other putative Class Members to purchase the Class Product.

73. Plaintiff further alleges that Kohler engaged in deceptive acts or practices pertaining to all transactions involving the Class Product, including Plaintiff's.

74. As discussed above, Plaintiff alleges that Kohler unlawfully induced her to purchase the Class Product by concealing and/or omitting a material fact (i.e., the Defect) and that Plaintiff would have paid less for the toilet seat or would not have purchased it at all, had she known of the Defect.

75. Accordingly, Kohler's ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material concealment and omissions that deceive consumers, should be disgorged.

V. CLASS ALLEGATIONS

76. Plaintiff brings this action individually and on behalf of the following proposed classes (together, the "Class"):

Nationwide Class

"All persons in the United States who purchased a Kohler PureWashM250 Bidet Toilet Seat."

77. Excluded from the Class are Kohler, its officers and directors, counsel of record, and the Court, its judicial officers, and staff.

78. *Numerosity:* The Class is so numerous that joinder of all Members is impracticable. At least tens of thousands of Class Members have been subjected to Defendant's conduct. The Class is ascertainable by reference to records in Kohler's possession.

79. *Predominance*: Common questions of law and fact exist as to all Members of the Class. These questions predominate over questions affecting individual Members of the Class and include:

a. Whether the Class Product was sold with a defect;

b. Whether Defendant knew of the Defect at the time of sale;

c. Whether Defendant failed to disclose the defect;

d. Whether Defendant actively concealed the defect;

e. Whether a reasonable consumer would consider the Defect or its manifestation to be material;

f. Whether Defendant breached express and/or implied warranties;

g. Whether Defendant must disclose the Defect;

h. Whether Defendant violated consumer protection statutes and other claims asserted herein; and

i. Whether Defendant retained an unjust benefit due to its conduct.

80. *Commonality.* Common questions of law and fact include the following:

- whether the Class Product contains a design defect;
- whether Kohler knew of the Defect;

- whether Kohler concealed the Defect;
- whether Kohler breached warranties;
- whether Kohler violated California law;
- whether damages are recoverable.

81. *Typicality:* Plaintiff's claims are typical of the claims of the Members of the Class, as all such claims arise out of Defendant's conduct in designing, manufacturing, marketing, advertising, warranting, and selling the Class Product. All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all Class Members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiff and all Class Members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiff and all Class Members sustained economic injuries including, but not limited to, ascertainable losses arising out of Defendant's course of conduct as described herein. Plaintiff is advancing the same claims and legal theories on behalf of herself and all absent Class Members.

82. *Adequacy:* Plaintiff will fairly and adequately protect the interests of the Members of the Class and has no interests antagonistic to those of the Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions including, but not limited to, consumer class actions involving, *inter alia*, breaches of warranties, product liability, product design defects, and state consumer fraud statutes.

83. *Superiority:* A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all Members of the Class is impracticable, and the amount at issue for each Class Member would not justify the cost of litigating individual claims. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all Parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale, and comprehensive supervision by a single court.

84. *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.

85. Kohler has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

VI. CAUSES OF ACTION

COUNT I
Violations of California's Consumer Legal Remedies Act
(Cal. Civ. Code § 1750, et seq.)

86. Plaintiff realleges and incorporates all prior paragraphs.

87. The Class Product is a "good" as defined in Cal. Civ. Code § 1761(a). The Class Product is defective in design because its plastic handle and/or other mechanisms leak water. This leaking interferes with the Class Products basic functionality and renders it unusable for its stated purpose.

88. Plaintiff is a "consumer" as defined in Cal. Civ. Code § 1761(d).

89. Defendant is a "person" as defined in Cal. Civ. Code § 1761(c).

90. The purchase by Plaintiff is a "transaction" as defined by Cal. Civ. Code § 1761(e).

91. Defendant's conduct, as described herein, was and is in violation of the CLRA. Defendant's conduct violates at least the following enumerated CLRA provisions: a. § 1770(a)(4): Using deceptive representations in connection with goods; b. § 1770(a)(5): Representing that goods have sponsorship, approval, characteristics, uses, benefits, or quantities which they do not have; c. § 1770(a)(7): Representing that goods are of a particular standard, quality, or grade, if they are of another; and; d. § 1770(a)(9): Advertising goods with intent not to sell them as advertised.

92. Specifically, Defendant's actions led consumers to reasonably believe that the Class Product would be usable as a bidet toilet seat, but because of the Defect, the Class Product cannot be so used.

93. Plaintiff and Class Members have suffered injury in fact and actual damages resulting from Defendant's material omissions and misrepresentations because, inter alia, they lost money when they purchased the Class Product, and paid an inflated purchase price for the Class Product.

94. Defendant knew, should have known, or was reckless in not knowing that the Defect rendered the Class Product not suitable for its intended use.

95. Defendant had a duty to disclose the Defect because Kohler had exclusive knowledge of the Defect prior to selling the Class Product and because Defendant made representations about the quality, performance, and reliability of the Class Product, but failed to disclose the Defect.

96. Defendant further breached its duty to disclose the Defect by attempting to conceal it with implementing fixes that were known to be ineffective.

97. Defendant falsely represented that the Class Product was durable and suitable for its stated use.

98. These representations were false and misleading because the Defect causes the plastic handle and/or other mechanisms to leak, thereby rendering the Class Product useless for its declared use as a quality bidet toilet seat. Kohler was aware the Class Product suffered from the Defect and that it did not perform as advertised.

99. The facts Kohler concealed and omitted—that the Class Product is defective and fails prematurely—are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase the Class Product or pay a lower price. Had Plaintiff and Class Members known about the defective nature of the Class Product, they would not have purchased bidet toilet seats or purchased them at a much lower price. As a result of Defendant's misconduct, Plaintiff and those similarly situated were harmed in the amount of the price premium they paid (i.e., the difference between the price consumers paid for the Class Product and the price they would have paid but for Defendant's misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis.

100. CLRA § 1782 NOTICE. Irrespective of any representations to the contrary in this Class Action Complaint, Plaintiff specifically disclaims, at this time, any request for damages under any provision of the CLRA. Plaintiff, however, provided Defendant with notice and demand that within thirty (30) days from on or around March 11, 2026, Defendant corrects, repairs, replaces or otherwise rectifies the unlawful, unfair, false and/or deceptive practices complained of herein. Upon information and belief, Defendant has failed to make the requisite corrections, repairs, or repairs.

Thus, Defendant's failure to do so may result in Plaintiff amending this Class Action Complaint to seek, pursuant to California Civil Code § 1780(a)(3), on behalf of herself and those similarly situated Class Members, compensatory damages, punitive damages and restitution of any ill-gotten gains due to Defendant's acts and practices.

101. Plaintiff further seeks an order awarding costs of court and attorneys' fees pursuant to Cal. Civ. Code § 1780(e).

COUNT II
Violation of California's Unfair Competition Law
(Cal. Bus. & Prof. Code § 17200, et seq.)

102. Plaintiff realleges and incorporates all prior paragraphs.

103. California Business & Professions Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising." Kohler engaged in conduct that violated each of this statute's three prongs.

104. Kohler committed unlawful business acts or practices in violation of Cal. Bus. & Prof. Code § 17200, et seq., by systematically breaching its warranty obligations and by violating the CLRA, and the California False Advertising Law, as alleged above and below.

105. Kohler committed unfair business acts and practices in violation of Cal. Bus. & Prof. Code § 17200, et seq., because the acts and practices described herein, including but not limited to Kohler's failure to provide a permanent remedy to fix the Defect, were immoral, unethical, oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and Class Members. Kohler's acts and practices were additionally unfair because the harm to Plaintiff and Class Members is substantial and is not outweighed by any countervailing benefits to consumers or competition. Further, Kohler's acts and practices were unfair in that they were contrary to legislatively declared or public policy.

106. Kohler committed fraudulent business acts and practices in violation of Cal. Bus. & Prof. Code § 17200, et seq., when it concealed the existence and nature of the Defect, while representing in its marketing, advertising, and other broadly disseminated representations that the Class Product was, inter alia, of premium quality, reliability, and durability, when, in fact, it was not.

Kohler's representations and active concealment of the Defect are likely to mislead the public regarding the true defective nature of the Class Product.

107. Kohler's unfair or deceptive acts or practices occurred repeatedly during its trade or business and were likely to mislead a substantial portion of the purchasing public.

108. Plaintiff relied on Kohler's material misrepresentations and nondisclosures, and would not have purchased, or would have paid less for, the Class Product had they known the truth.

109. As a direct and proximate result of Kohler's unfair, unlawful, and deceptive practices, Plaintiff has lost money.

110. Plaintiff and Class Members lack an adequate remedy in the absence of equitable remedies under the UCL because money damages would only compensate Plaintiff and Class Members for their past purchases but would not provide an adequate remedy to prevent future harm.

111. Plaintiff and Class Members therefore seek an order enjoining Kohler from committing such unlawful, unfair, and fraudulent business practices, and seek restitution pursuant to Cal. Bus. & Prof. Code § 17203.

COUNT III
Violations of California's False Advertising Law
(Cal. Bus. & Prof. Code § 17500, et seq.)

112. Plaintiff realleges and incorporates all prior paragraphs.

113. Beginning at an exact date unknown to Plaintiff, but within three (3) years preceding the filing of the Class Action Complaint, Kohler has made untrue, false, deceptive and/or misleading statements in connection with the advertising and marketing of the Class Product.

114. Plaintiff and those similarly situated relied to their detriment on Kohler's false, misleading and deceptive advertising and marketing practices. Had Plaintiff and those similarly situated been adequately informed and not intentionally deceived by Kohler, they would have acted differently by, without limitation, not purchasing the Class Product or paying less for it.

115. Kohler's acts and omissions are likely to deceive the general public.

116. Kohler engaged in these false, misleading, and deceptive advertising and marketing practices to increase its profits. Accordingly, Kohler has engaged in false advertising, as defined and prohibited by section 17500, et seq. of the California Business and Professions Code.

117. The aforementioned practices, which Kohler has used, and continues to use, to its significant financial gain, also constitute unlawful competition and provide an unlawful advantage over its competitors as well as injury to the general public.

118. Plaintiff seeks, on behalf of those similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies acquired by Kohler from Plaintiff, the general public, or those similarly situated by means of the false, misleading and deceptive advertising and marketing practices complained of herein, plus interest thereon.

119. Plaintiff seeks on behalf of those similarly situated, an injunction to prohibit Kohler from continuing to engage in the false, misleading and deceptive advertising and marketing practices complained of herein. The acts complained of herein occurred, at least in part, within three (3) years preceding the filing of this Class Action Complaint.

120. Plaintiff and Class Members are further entitled to and do seek both a declaration that the above-described practices constitute false, misleading and deceptive advertising, and injunctive relief restraining Kohler from engaging in any such advertising and marketing practices in the future. Such misconduct by Kohler, unless and until enjoined and restrained by order of this Court, will continue to cause injury in fact to the general public and the loss of money and property in that Kohler will continue to violate the laws of California, unless specifically ordered to comply with the same. This expectation of future violations will require current and future customers to repeatedly and continuously seek legal redress in order to recover monies paid to Kohler which it is not entitled. Plaintiff and other consumers nationwide have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

121. As a direct and proximate result of such actions, Plaintiff and Class Members have suffered, and continue to suffer, injury in fact and have lost money and/or property as a result of such false, deceptive and misleading advertising in the amount of the price premium they paid (i.e., the difference between the price consumers paid for the Class Product and the price they would have paid but for Defendant's misrepresentations), which shall be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis. This amount is more than the jurisdictional minimum of this Court.

COUNT IV
Breach of Implied Warranty
(Cal. Com. Code § 2314, et seq.)

122. Plaintiff realleges and incorporates all prior paragraphs.

123. The Class Product is (and was at all relevant times) a "good" within the meaning of, inter alia, Cal. Com. Code §§ 2105(1) and 10103(a)(8).

124. Kohler is and was at all relevant times a "merchant" with respect to the Class Product, under, inter alia, Cal. Com. Code §§ 2104(1) and 10103(c), and a "seller" of the Class Product, under § 2103(1)(d).

125. Plaintiff and Class Members are "buyers" within the meaning of, inter alia, Cal. Com. Code §§ 2103(a).

126. When it sold the Class Product, Kohler extended an implied warranty to Plaintiff and Class Members that the subject bidet toilet seats were merchantable and fit for the ordinary purpose for which they were sold pursuant to Cal. Com. Code §§ 2314 and 10214.

127. Plaintiff and Class Members who purchase the Class Product from Kohler are entitled to the benefit of their bargain: a bidet toilet seat that is Defect-free and suitable for the purported purposes.

128. Kohler breached this implied warranty in that the Class Product is (1) not fit for ordinary use, and (2) not of a merchantable quality.

129. Had the Defect that existed at the time of sale been known, the Class Product could not have been sold, or could not have been sold at the same price.

130. As a direct and proximate result of Kohler's breach of the implied warranty of merchantability, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

COUNT V
Fraudulent Concealment

131. Plaintiff realleges and incorporates all prior paragraphs.

132. Kohler concealed and suppressed material facts concerning the quality of the Class Product.

133. Kohler concealed and suppressed material facts concerning the Defect causing the Class Product to leak water. Upon information and belief, the Defect is latent and lies in the internal mechanisms of the Class Product. Kohler knew that Plaintiff and Class Members would not be able to inspect or otherwise detect the Defect prior to purchasing the Class Product.

134. Kohler concealed and suppressed material facts that point to the nature of the Defect being a faulty design, and instead pushed temporary "fixes" like replacements via a Limited Warranty.

135. Kohler did so in order to boost confidence in the Class Product and to falsely assure purchasers it was durable, reliable, functional, and suitable for use as a "quality" bidet toilet seat and concealed the truth in order to prevent harm to Kohler and its products' reputations in the marketplace and to prevent consumers from learning of the defective nature of the Class Product prior to purchasing. These false representations and omissions were material to consumers, both because they concerned the quality of the Class Product and because the representations and omissions played a significant role in their decisions to purchase the bidet toilet seat.

136. Kohler had a duty to disclose the Defect in the Class Product because it was known and/or accessible only to Kohler; Kohler had superior knowledge and access to these facts and knew these facts were not known to or reasonably discoverable by Plaintiff and Class Members.

137. Kohler also had a duty to disclose because it made many general affirmative representations about the quality and lack of defects in the Class Product, as set forth above, which were misleading, deceptive, and/or incomplete without the disclosure of the additional facts set forth above regarding the actual quality, functionality, and durability. Even when faced with complaints regarding the Defect, Kohler misled and concealed the true cause of the symptoms complained of. As a result, Plaintiff and Class Members were misled as to the true condition of the Class Product. The omitted and concealed facts were material because they directly impact the value, appeal, and usability of the Class Product purchased by Plaintiffs and Class Members. Whether a manufacturer's products are as stated by the manufacturer, backed by the manufacturer, and usable for the purpose for which they were purchased, are material concerns to a consumer.

138. Kohler actively concealed and/or suppressed these material facts, in whole or in part, to protect its reputation, sustain its marketing strategy, and avoid recalls that would affect the brand's image and cost money, and it did so at the expense of Plaintiff and Class Members.

139. On information and belief, Kohler has still not made full and adequate disclosure and continues to mislead Plaintiff and Class Members and conceal material information regarding defects that exist in the Class Product.

140. Plaintiff and Class Members were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts, in that they would not have purchased the Class Product, or they would have chosen different models not known to possess the Defect. Plaintiff and Class Members' actions were justified, as Kohler was in exclusive control of the material facts and such facts were not known to the public, Plaintiff, or Class Members.

141. Because of the concealment and/or suppression of the facts, Plaintiff and Class Members sustained damages because they paid value for the Class Product while unaware of the Defect that Kohler failed to disclose, and they paid for replacements and parts to attempt to remedy the Defect. Had they been aware of the concealed Defect that existed in the Class Product, Plaintiff and Class Members would have paid less for the bidet toilet seat or would not have purchased the Class Product at all.

Accordingly, Kohler is liable to Plaintiff and Class Members for damages in an amount to be proven at trial.Kohler's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and Class Members' rights and well-being to enrich itself. Kohler's conduct therefore warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which is to be determined according to proof.

COUNT VI
Negligence

142. Plaintiff realleges and incorporates all prior paragraphs.

143. Kohler owed consumers a duty to design a reasonably functional Class Product that was suitable for use as a bidet toilet seat.

144. Kohler breached its duty by designing a product that caused its plastic handles and/or other mechanisms to leak water, thereby compromising functionality and negating the Class Product's intended use.

145. Kohler, being fully aware of the Class Product's design flaws, failed to warn consumers of the Defect.

146. Kohler's negligence caused Plaintiff's and Class Members' damages.

COUNT VII
Unjust Enrichment

147. Plaintiff realleges and incorporates all prior paragraphs.

148. Plaintiff and Class Members paid Kohler the value of non-defective, fully operational bidet toilet seats. In exchange, Defendant provided Plaintiff and Class Members with defective Class Products that are not fully functional or capable of satisfying its stated purpose (due to its design flaw).

149. Plaintiff provided Kohler with the value of the Class Product beset by no defect.

150. Thus, Plaintiff conferred value upon Defendant that would be unjust for Kohler to retain.

151. As a direct and proximate result of Kohler's unjust enrichment, Plaintiff and Class Members have been and will continue to be harmed. As such, they are entitled to damages, including but not limited to restitution of all amounts by which Kohler was enriched through its misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests of this Court the following relief, on behalf of herself and the proposed Classes:

a. an order certifying the proposed Class, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;

b. a declaration that the Class Product is defective; a declaration that Kohler is financially responsible for notifying all Class Members about the defective nature of the Class Product;

c. an order enjoining Kohler from further deceptive distribution and sales practices with respect to the Class Product, and to permanently repair the Class Product so that it no longer possesses the Defect;

d. an award to Plaintiff and Class Members of compensatory, exemplary, and statutory damages (except as expressly disclaimed herein), including interest, in an amount to be proven at trial;

e. a declaration that Kohler must disgorge, for the benefit of Plaintiff and the Class Members, all or part of the ill-gotten profits it received from the sale of the Class Product or make full restitution to Plaintiff and the Class;

f. an award of attorneys' fees and costs, under Cal. Code Civ. Proc. § 1021.5, and as otherwise allowed by law;

g. an award of pre-judgment and post-judgment interest;

h. leave to amend this Complaint to conform to the evidence produced at trial; and

i. such other and further relief as the Court may deem appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable as of right.

Dated: October 4, 2026

Respectfully submitted,

By: */s/ Robert Mackey*

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(412) 370-9110

Attorneys for Plaintiff and Proposed Class

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Annalaise Baird, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Sacramento
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Robert Mackey (SBN 125961), Law Offices of Robert Robert Mackey, Law Offices of Robert Mackey, 16320 Murphy Road, Sonora, CA 95370

DEFENDANTS

Kohler Co.

County of Residence of First Listed Defendant State of Delaware
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☒ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 USC 1332 (d)

Brief description of cause:
Multiple violations of California statutes including CLRA, FAL,UCl, Fraudulent Concealment, Breach of Warranty

VII. REQUESTED IN COMPLAINT:

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

DEMAND $ 5,000,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:

JUDGE _____ DOCKET NUMBER _____

DATE
October 4, 2026

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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