

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

KENNETH SCHNITZER,

Plaintiff,

v.

WEBER-STEPHEN PRODUCTS, LLC, and  
WEBER, INC.,

Defendant.

**COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Case No. 2:26-cv-3355

Plaintiff, Kenneth Schnitzer, files this Complaint against Defendants Weber-Stephen Products, LLC and Weber, Inc., and upon information and belief and based upon investigation of counsel, alleges as follows:

**INTRODUCTION**

1. This is a personal injury case against Defendants Weber-Stephen Products, LLC and Weber, Inc., (hereinafter, Defendants) who were responsible for designing, developing, researching, manufacturing, testing, packaging, promoting, marketing, advertising, distributing, labeling, and/or selling grill brushes containing defective and dangerous metal wire bristles, for the advertised and intended purpose of cleaning outdoor cooking grills and grill accessories.

2. These brushes were manufactured, designed, and marketed by Defendants, and sold nationwide through the company directly and via retailers, including the retailer Lowe's Home Improvement.

3. The defective and dangerous grill brushes were distributed and sold throughout the United States, despite Defendants knowing or having reason to know that the metal bristles could detach during ordinary use.

4. As a result of the defective nature of Weber grill brushes, Plaintiff, who purchased a Weber grill brush at Lowe's Home Improvement, and used the Weber brush as intended, to clean grills and grilling equipment, was unwittingly and through no fault of his own, exposed to broken, defective, and dangerous metal wires and fragments.

5. Through ordinary and foreseeable use of the grill brush products, these metal wires broke and dislodged from the brush, and entered into the plaintiff's outdoor grill. The grill surface, without the plaintiff's knowledge, contained metal bristles and bristle fragments, which then clung to and entered food cooked on the grill.

6. Plaintiff then consumed food, which unknowingly contained Weber brush metal bristles or bristle fragments; one such wire bristle traveled through Plaintiff's body and become lodged in his pancreas, which required urgent medical intervention, and which is too dangerous to remove, requiring regular medical monitoring and which may require surgical intervention, and which continues to damage the plaintiff's pancreas, all with attendant pain and suffering.

7. Defendants concealed and continue to conceal their knowledge of Weber brushes and their unreasonably dangerous risks from Plaintiff, other consumers, and the appropriate safety and regulatory authorities. Specifically, Defendants failed to adequately inform consumers and the Plaintiff about the magnified risk of metal wires and fragments coming into contact with, and adhering to, food cooked on grills after ordinary use of the Weber grill brush on said grills.

8. As a result of Defendants' actions and inactions, Plaintiff was injured due to his ingestion of a metal shard, which required emergency treatment, and caused and will continue to cause Plaintiff's injuries and damages. Plaintiff accordingly seeks damages associated with these injuries and sequelae.

**JURISDICTION AND VENUE**

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$150,000, exclusive of interest and costs, and because there is complete diversity of citizenship between Plaintiff and all Defendants.

10. Further, a substantial part of the events and omissions giving rise to Plaintiff's causes of action occurred in this district. Pursuant to 28 U.S.C. § 1391, venue is proper in this district.

**PLAINTIFF**

11. Plaintiff is a resident of Essex County in the State of New Jersey.

12. Plaintiff owned and used a Weber grill brush (model no. 6493) from around 2014 or 2015 through September 2025, using the product as intended to clean his outdoor cooking grill.

13. He used no other grill brushes or other devices containing metal wires when cleaning his grill from the time of purchase through September 2025.

**DEFENDANT**

14. Defendants-Stephen Products, LLC, is a limited liability company duly organized pursuant to the laws of the State of Delaware with its headquarters located at 1415 South Roselle Road, Palatine, Illinois 60067.

15. Defendants, Inc., is the parent company of Weber-Stephen Products, LLC; it is a corporation duly organized pursuant to the laws of the State of Delaware with its headquarters located at 1415 South Roselle Road, Palatine, Illinois 60067.

16. Weber designs, manufactures, markets, distributes, advertises, warrants, and sells grilling products, including grill brushes, throughout the United States, and in New Jersey in particular.

17. In doing the acts alleged herein, said Defendants were acting in the course and scope of such agency, representation, joint venture, conspiracy, consultancy, predecessor agreement, successor agreement, service and employment, with knowledge, acquiescence, and ratification of each other.

18. On information and belief, Defendants transacted and conducted business in the State of New Jersey, and/or contracted to supply goods and services within the State of New Jersey, and these causes of action have arisen from the same.

19. On information and belief, at all relevant times, Defendants expected or should have expected that their acts would have consequences within the United States of America and the State of New Jersey.

20. On information and belief, at all relevant times, Defendants derived and derives substantial revenue from goods and products used in the State of New Jersey and from interstate commerce.

21. On information and belief, at all relevant times, Defendants committed tortious acts within the State of New Jersey causing injury within the State of New Jersey, out of which act(s) these causes of action arise.

### **FACTUAL ALLEGATIONS**

22. Defendants Weber-Stephen Products, LLC and Weber, Inc. (collectively, “Weber”). are a major manufacturer of outdoor cooking equipment in the United States. Weber designs, manufactures, markets, and sells a variety of products, including outdoor grills, cooking equipment, and grilling accessories, brushes used for cleaning outdoor grills, and related equipment.

23. Many of the Weber grill brushes were designed and manufactured with bristles comprised of metal wires. The metal-wire bristles were designed to come into direct contact with

grills and other cooking equipment, for the purposes of dislodging char, food remnants, and grease from grills.

24. Weber designed, manufactured, marketed, and sold several varieties of grill brushes containing the metal-wire bristles, under Model Numbers 6277, 6278, 6463, 6464, 6493, and 6494. Each model was intended to clean outdoor grills and grilling equipment.

25. One such model, 6493, was manufactured by Weber from 2013-2021.<sup>1</sup> This grill brush has a 21” black plastic handle with black ring stamped with Weber grill logo and metal binder with Weber grill logo.

26. Unbeknownst to the public, and to the Plaintiff in particular, the metal bristles in the Weber grill brushes described above could break or otherwise detach during and following ordinary and intended use of the product, causing a safety risk due to the proximity to cooking implements and food.

27. Weber knew or should have known that the metal bristles in their grill brushes posed a health and safety risk to the public, and to the Plaintiff in particular, but Weber failed to timely warn the public and removing the dangerous products from sale.

28. Instead, Weber engaged in marketing, advertising, and promotion of the defective and dangerous grill brushes through online and print advertisements, in-store promotional materials, website listings, and product packaging, all touting the purported efficacy and supposed durable construction of the grill brushes, despite knowing or having reason to know that these statements were false.

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<sup>1</sup> <https://www.cpsc.gov/Recalls/2026/Weber-Recalls-Over-3-2-Million-Metal-Wire-Bristle-Grill-Brushes-Due-to-Ingestion-Hazard> (Last accessed March 19, 2026).

29. Weber guarantees “satisfaction” of their “quality” products, specifically those sold through authorized sellers such as Lowe’s Home Improvement.<sup>2</sup>

30. In 2014-2015, and at dates and times prior, Plaintiff saw advertisements and marketing materials and statements about Weber metal-bristled grill brushes, promoting the alleged safety, durability, and efficacy of the product, which influenced Plaintiff in his purchasing decisions and led him to choose a Weber wire-bristled grill brush.

31. In 2014 or 2015, Plaintiff purchased a Weber 21-inch three-sided grill brush from Lowe’s Home Improvement.

32. Upon information and belief, this brush is model number 6493, which was manufactured by Weber from 2013-2021.<sup>3</sup> This grill brush has a 21” black plastic handle with black ring stamped with Weber grill logo and metal binder with Weber grill logo.

33. Plaintiff has the brush in his possession, in the photo below it is readily apparent that this is a Weber branded wire bristle grill brush, with the Weber grill logo clearly visible:



<sup>2</sup> <https://www.weber.com/US/en/satisfactionguarantee.html> (last visited March 19, 2026).

<sup>3</sup> <https://www.cpsc.gov/Recalls/2026/Weber-Recalls-Over-3-2-Million-Metal-Wire-Bristle-Grill-Brushes-Due-to-Ingestion-Hazard> (Last accessed March 19, 2026).



34. On or shortly before September 1, 2025, Plaintiff used his Weber brush to clean his grill.

35. On or shortly before September 1, 2025, Plaintiff grilled food on his Weber grill which he ate.

36. On September 1, 2025, Plaintiff began feeling unwell, with nausea, pain and lethargy.

37. Plaintiff presented to an urgent care facility, where a blood test showed elevated lipase, suggesting a pancreatic illness or injury.

38. Plaintiff then presented to Morristown Hospital, where after many tests and a CT scan, a physician asked him if he used a metal-wire grill brush, which he had.

39. Plaintiff then learned that a 15mm Weber grill brush wire bristle had entered his body through his food, and traveled to and pierced his pancreas, with 2mm of the wire protruding out of the pancreas, and 13mm still embedded inside it.

40. On September 4, 2025, surgical removal of the wire was attempted, but, due to its position in the pancreas, it was too dangerous to be removed.

41. Plaintiff has consulted with multiple surgeons and must now regularly monitor his pancreas through testing and scans; the wire is still present in his pancreas and poses great risk to his health if it travels; Plaintiff is forced to modify his diet and continues to experience the effects of an injured pancreas, with attendant pain and suffering.

42. Defendants, directly or through their agents, apparent agents, servants, or employees designed, manufactured, marketed, advertised, distributed, promoted, and sold defective and dangerous metal-bristled grill brushes.

43. Defendants knew or should have known that their metal grill brushes had a propensity to lose bristles or bristle fragments in the course of foreseeable, customary, and intended use.

44. The Weber metal wire grill brushes, including model number 6493, as well as models 6277, 6278, 6463, 6464, and 6494 were formally recalled on February 26, 2026, with an advisory on the Consumer Product Safety Commission under recall number 26-282.<sup>4</sup>

45. The recall advised of the hazard of “Small metal wire bristles can detach from the brushes, stick to the grill or food, posing an ingestion hazard and risk of serious internal injuries that could require surgery.” *Id.*

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<sup>4</sup> <https://www.cpsc.gov/Recalls/2026/Weber-Recalls-Over-3-2-Million-Metal-Wire-Bristle-Grill-Brushes-Due-to-Ingestion-Hazard> (Last accessed March 19, 2026).

46. The recall notice further advised that “Consumers should immediately stop using the recalled grill brushes and contact Weber for a cold cleaning nylon bristle grill brush replacement. Consumers will be asked to discard the recalled grill brushes.” *Id.*

47. Weber admitted that they were “aware of at least 38 reports and reviews where small wire bristles detached from the grill brushes, including four reports of consumers who swallowed metal bristles and sought medical treatment to remove the bristles from their digestive tract or throat.” *Id.*

48. Unbeknownst to the general public, and to the Plaintiff in particular, consumers have been complaining to Weber, to retailers, and to government safety agencies for years prior to the sale of the particular product at issue here, and the plaintiff’s resulting injury, without any action or warning on the part of Weber.<sup>5</sup>

49. The products affected by the recall included the brush the Plaintiff purchased, as it encompassed grill brushes that were sold online and in stores at Lowe's, Home Depot, Ace Hardware, and Target, and online at Amazon and Weber.com from 2011 through 2026 for between \$10 and \$17. The products have also been found on resale sites, such as eBay.com. *See id.*

50. Consumers, including the Plaintiff, who have used the Weber grill brushes to clean grills and other cooking implements had not been adequately warned about the significant risks of use of the product as intended, prior to the February 2026 recall.

51. Defendants, through their affirmative misrepresentations and omissions, actively concealed from Plaintiff the true and significant risks associated with using metal-bristled brushes as intended.

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<sup>5</sup> <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=1257243> (Last accessed March 19, 2026).

52. Defendants concealed and continue to conceal their knowledge that metal-bristled grill brushes can cause injuries from the Plaintiff, other consumers, and the public at large.

53. As a result of Defendants' actions and inactions, Plaintiff was injured due to his accidental ingestion of a metal bristle, which had adhered to a hamburger cooked on his grill, which caused and will continue to cause Plaintiff various injuries and damages. Plaintiff accordingly seeks damages associated with these injuries.

54. As a direct result of ingesting this Weber metal bristle, Plaintiff has been permanently and severely injured.

55. The Plaintiff, as a direct and proximate result of the defective product, suffered severe mental and physical pain and suffering and has and will sustain permanent injuries and emotional distress, along with economic loss due to medical expenses, all at an amount above the statutory minimum.

56. Plaintiff would not have purchased or used a Weber metal-bristled wire grill brush had Defendants properly disclosed the risks associated with use of the product as intended.

### **Dangerous Design**

57. The Weber grill brush was designed in such a way to render it defective and dangerous when used in an ordinary and foreseeable way.

58. Even when used for its express and intended purpose, the Weber grill brush is defective and dangerous.

59. The brushes at issue are comprised of metal wire bristles, which are thin and brittle, and can break or otherwise detach from the brush head in the normal course of use.

60. The wire bristles are small, thin, and made of metal. The wire bristles can become stuck on grill grates and become embedded in food products, including char remnants and fresh food being cooked on the grill. These small black wires are difficult to spot with the naked eye.

61. Humans are not meant to ingest metal or sharp objects; the metal bristles pose both a choking hazard and a risk of internal damage of bodily organs, including the mouth, throat, digestive tract, and stomach, with attendant risk of bleeding and infection.

62. Despite these known hazards, the product was never redesigned to include safer or more secure bristles; Weber instead continued to make multiple versions of metal-bristled brushes, which all entered the stream of commerce through retailers such as Lowe's Home Improvement.

63. Safer alternative designs, which were reasonable, and feasible, existed and were known to Weber prior to 2014-2015 when Plaintiff purchased the product, but defendants failed to implement design changes to make the product safer.

64. Weber was on notice of the inherently dangerous nature of metal wire grill brushes, but continued to design, manufacture, market, distribute and sell the product without warning to the public or the plaintiff in particular.

#### **Fraudulent Concealment**

65. The running of any statute of limitations has been tolled by reason of Defendants' fraudulent concealment. Defendants, through affirmative misrepresentations and omissions, actively concealed from Plaintiff and the general public the true risks associated with metal-bristled grill brushes.

66. Weber promoted the wire-bristled grill brushes as safe, and effective grill cleaning tools, made with quality and durability in mind. The advertising emphasized durability and performance, holding out to the Plaintiff, and to the public, that the brushes were safe when used as intended.

67. Prior to the February 2026 recall, Defendants failed to disclose in any public advertisement or notice, that ordinary use of the product put the public at risk of injury, that the wire bristles are known to detach from the brush, and that the bristles may be accidentally ingested

due to their proximity to food. This represents deceptive and fraudulent marketing and advertising practices.

68. As a result of Defendants' actions, Plaintiff and the public at large were unaware, and could not reasonably have known or have learned through reasonable diligence, that they had been exposed to the risks alleged herein and that those risks were the direct and proximate result of Defendants' acts and omissions.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

#### **Violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1, et seq.**

69. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

70. At all times relevant to this action, the New Jersey Consumer Fraud Act codified at N.J.S.A. 56:8-1, et seq., was in effect. Section 56:8-2 of the New Jersey Consumer Fraud Act states, in relevant part, that:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice; provided, however, that nothing herein contained shall apply to the owner or publisher of newspapers, magazines, publications or printed matter wherein such advertisement appears, or to the owner or operator of a radio or television station which disseminates such advertisement when the owner, publisher, or operator has no knowledge of the intent, design or purpose of the advertiser.

N.J.S.A. 56:8-2.

71. The conduct of Defendants alleged herein constitutes recurring, unconscionable deceptive acts and practices in violation of N.J.S.A. 56:8-2.

72. Specifically, Defendants made misrepresentations and deceptive statements in connection with the advertising, marketing, promotion and sale of Weber wire-bristled grill brushes in violation of New Jersey Consumer Fraud Act.

73. Defendants engaged in deceptive acts or practices in violation of New Jersey Consumer Fraud Act, including, but not limited to, utilizing deception, fraud and misrepresentation, and concealment, omission and suppression of data and adverse events reported to Defendants and consumer regulatory agencies regarding the safety and efficacy of Weber wire-bristled grill brushes, and the unreasonably dangerous nature of the Weber wire-bristled grill brushes. Defendants violated New Jersey Consumer Fraud Act by concealing, omitting and failing to inform Plaintiff and other purchasers of the product's propensity to break during ordinary use and the increased risk of harm to consumers.

74. Defendants' deceptive acts and conduct occurred during a course of conduct involving trade or commerce.

75. By reason of wrongful acts engaged in by the Defendants, the Plaintiff suffered ascertainable loss and damages for which the Plaintiff is now entitled to recover.

76. As a direct and proximate result of the Defendants' wrongful conduct, the Plaintiff was damaged by paying in whole or in part for the Weber grill brush and for his medical treatment. Plaintiff is now entitled to recover those damages.

77. As a direct and proximate result of the Defendants' violations of unfair trade practices, the Plaintiff sustained economic losses and other damages, including treble damages,

for which the Plaintiff is entitled to statutory and compensatory damages and attorneys' fees, in an amount to be proven at trial.

**SECOND CAUSE OF ACTION**  
**Negligent Misrepresentation**

78. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

79. Defendants recklessly and/or negligently made false representations of material fact, including but not limited to claims that the Weber metal wire-bristled grill brushes were safe and effective consumer products fit to be used on and around cooking appliances and equipment. For example, Defendants claim that the brushes were "durable," "reliable," and made with "quality" materials and that the devices were meant to be used on cooking grills and equipment. At all times relevant to the complaint herein, Defendants owed the public, and the plaintiff, a duty to accurately label, advertise, market and sell their products to consumers, which they violated through misleading and deceptive statements, actions, and omissions.

80. At all times relevant to the complaint herein, Defendants' labeling, advertisements and marketing materials contained untrue and materially misleading statements and omissions concerning their wire-bristled grill brushes as they misrepresented that the grill brushes were safe for use and did not indicate that the bristles may loosen or detach during routine use, nor that the detached bristles posed a risk of injury to consumers.

81. Defendants failed to disclose material and necessary warnings to consumers about the safety and efficacy of the Weber wire-bristle grill brushes, and wrongfully warranted the products as durable, quality, effective and safe.

82. Defendants made these misrepresentations negligently, as well as intentionally, recklessly, willfully and wantonly.

83. These material misstatements in the advertising, packaging, labeling, and promotional and marketing materials caused Plaintiff to purchase and use the defective product, and caused injury to the Plaintiff.

84. Defendants made the material misrepresentations described herein in their advertising and marketing materials, and on the grill brush's packaging and labeling.

85. By reason of wrongful acts engaged in by the Defendants, the Plaintiff suffered ascertainable loss and damages for which the Plaintiff is now entitled to recover.

86. As a direct and proximate result of the Defendants' wrongful conduct, the Plaintiff was damaged by paying in whole or in part for the Weber grill brush and for his medical treatment. Plaintiff is now entitled to recover those damages.

87. As a direct and proximate result of the Defendants' negligent misrepresentations, the Plaintiff sustained economic losses and other damages for which the Plaintiff is entitled to statutory and compensatory damages and attorneys' fees, in an amount to be proven at trial.

### **THIRD CAUSE OF ACTION**

#### **Violation Of The New Jersey Products Liability Act (N.J.S.A. 2A:58C-1 Et Seq.)**

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

89. The New Jersey Products Liability Act ("NJPLA"), N.J.S.A. 2A:58C-1 et seq., provides the exclusive remedy for harm caused by a product defect in New Jersey. Under the NJPLA, a manufacturer or seller of a product shall be liable to a claimant for harm caused by a

product if the claimant proves by a preponderance of the evidence that the product causing the harm was not reasonably fit, suitable, or safe for its intended purpose because it: (a) deviated from the design specifications, formulae, or performance standards of the manufacturer or from otherwise identical units manufactured to the same manufacturing specifications or formulae (manufacturing defect); or (b) failed to contain adequate warnings or instructions (warning defect); or (c) was designed in a defective manner (design defect). N.J.S.A. 2A:58C-2.

90. Defendants are "manufacturers" and/or "sellers" of the Product as those terms are defined under N.J.S.A. 2A:58C-8.

91. The Product was defective within the meaning of the NJPLA, N.J.S.A. 2A:58C-2, in one or more of the following respects:

- a. Manufacturing Defect: The Product deviated from its intended design specifications and/or from otherwise identical units manufactured to the same specifications, rendering it unsafe;
- b. Design Defect: The Product was designed in a defective manner in that the risks posed by the Product exceeded the benefits associated with its design as evaluated under the risk-utility analysis applicable under New Jersey law, and/or a reasonable person aware of the relevant risks would not have marketed the Product in its existing design; and/or
- c. Failure to Warn: The Product failed to contain adequate warnings and/or instructions regarding the risks, hazards, and dangers associated with the use of the Product, including but not limited to warnings that would have alerted Plaintiff and/or foreseeable users to the specific risk of harm that Plaintiff sustained.

92. The Product was not reasonably fit, suitable, or safe for its intended purpose as contemplated by the NJPLA, N.J.S.A. 2A:58C-2.

93. At all times relevant herein, Plaintiff Kenneth Schnitzer was a "claimant" as defined under the NJPLA, and the Product, the Weber wire-bristled grill brush, was used in its intended and/or reasonably foreseeable manner.

94. The defective condition(s) of the Product existed at the time it left the control of Defendants in the chain of distribution.

95. As a direct and proximate result of the defective and unreasonably dangerous condition of the Product, in violation of the NJPLA, Plaintiff Kenneth Schnitzer sustained serious and permanent injuries as set forth herein.

96. As a direct and proximate result of the Defendants' violations of the New Jersey Products Liability Act, the Plaintiff sustained economic losses and other damages for which the Plaintiff is entitled to statutory and compensatory damages and attorneys' fees, in an amount to be proven at trial.

**FOURTH CAUSE OF ACTION**  
**Design Defect**

97. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

98. Plaintiff's damages were caused by characteristics of the Weber wire-bristle brushes designed by the Defendants that rendered the product unreasonably dangerous after a reasonably anticipated use of the products by Plaintiff making Defendants strictly liable to Plaintiff pursuant to New Jersey products liability common law.

99. On a date prior to the date of sale to the Plaintiff in 2014 or 2015, and all relevant times before; Defendants defectively designed, manufactured, assembled, tested, marketed, distributed, advertised, and/or sold the subject wire-bristled grill brush, which was inherently unsafe due to its very design, which rendered the product unsafe from the moment it left the point of sale and was used by the consumer, including the plaintiff, as intended.

100. Defendants had a duty to exercise reasonable care in the design of the grill brushes to avoid unreasonable, foreseeable risks of harm where safer, feasible alternatives existed.

101. The choice to utilize metal wires as bristles, as well as other choices including the choice of handle and bristle head shape, all converged in a product that loses bristles when an ordinary and foreseeable amount of pressure is applied as intended, when using the brush to clean char and food remnants from grills and grilling equipment.

102. The product as designed, will lose bristles through detachment and breakage, which then can, and have, come into contact with, and become embedded in, food being prepared for human consumption, causing and allowing the metal bristles to unknowingly enter the bodies of unsuspecting persons.

103. Viable, feasible, and safer alternative designs were readily available prior to 2014-2015, when plaintiff purchased the product, including bristle-free scrapers; brushes with silicone bristles (or other materials less inclined to break and detach); better securing mechanisms to successfully secure bristles to the brush-head; and appropriate and accurate testing, labeling, and marketing.

104. Defendants instead chose to continue producing and selling their defective and dangerous product, all to the damage of the plaintiff and the public.

105. As a direct and proximate result of the aforesaid conduct of Defendants, plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

106. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

107. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

**FIFTH CAUSE OF ACTION**  
**Manufacturing Defect**

108. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

109. At all times herein mentioned, Defendants' metal-bristled grill brush was used in the manner expected and intended by the Plaintiff.

110. The Defendants' metal-bristled grill brush was defective at the time of its manufacture, development, production, testing, inspection, endorsement, sale, and distribution, and at the time it left the possession of the Defendants, in that, and not by way of limitation, the products differed from the Defendants' intended result and intended design and specifications, and from other ostensibly identical units of the same product line.

111. As a direct and proximate result of the aforesaid conduct of Defendants, plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame

and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

112. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

113. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

**SIXTH CAUSE OF ACTION**  
**Failure To Warn**

114. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

115. That Defendants' subject products, which gave rise to the subject actualized hazard, were reasonably unsafe.

116. That Defendants knew or should have known that their subject products were unreasonably dangerous.

117. That Defendants had and breached a legal duty to inform, warn, or provide instructions involving their subject products, and the resultant subject hazards imposed, at any time relevant to their sale to end users.

118. That end users, such as the plaintiff, specifically as applied to the subject grill brush, had no way to ascertain on their own the unreasonably dangerous condition resulting from the subject hazard, because the subject hazard was not open and obvious, as the bristles and bristle fragments are small and difficult to see against the backdrop of a dark-colored grill and grill grates.

119. As a direct and proximate result of these Defendants' tortious conduct as set forth supra, Plaintiff suffered legal injuries.

120. As a direct and proximate result of the aforesaid conduct of Defendants, plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

121. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

122. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

**SEVENTH CAUSE OF ACTION**  
**Strict Liability**

123. Plaintiff hereby incorporates by reference all previous paragraphs of this Complaint as if fully set forth herein and further alleges as to Defendants as follows:

124. In 2014-2015, and all relevant times before, Defendants, defectively designed, manufactured, assembled, tested, serviced, and/or sold the subject grill brush and various components comprising, but not limited to, nearly every component or sub-component in the subject grill brush, which negatively and unsafely prevented the brush from operating as intended.

125. Purportedly, Weber's design and engineering team has a wealth of experience in developing technically advanced products which are meant to be durable, reliable, safe and effective.

126. From around 2014-2015 to September 1, 2025, and dates prior thereto, Defendants had knowledge, or should have had knowledge, of numerous accidents, incidents, and consumer injuries directly and proximately caused by the subject grill brushes.

127. From 2014 to September 1, 2025, and dates prior thereto, despite their knowledge of the defective and dangerous nature of the product, Defendants did not reconfigure the design or manufacturing of the product; nor did they issue warnings or remove the product from the stream of commerce, all of which is directly and causally linked to the plaintiff's accident.

128. At all relevant times hereto, Defendants owed plaintiff the duty to design, manufacture, distribute, market, advertise, and sell the subject grill brush in a reasonably safe condition.

129. From around 2014-2015 to September 1, 2025, and dates prior thereto, Defendants breached their duty to the public, and the plaintiff in particular, in failing to mitigate the subject hazard in the particular grill brush at issue in this matter but also all Weber wire bristle grill brushes for sale and in use by the unsuspecting public, including the plaintiff.

130. As a direct and proximate result of these Defendants' tortious conduct as set forth supra, each and every plaintiff suffered separate, distinct, and individual legal injuries.

131. As a direct and proximate result of the aforesaid conduct of Defendants, plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

132. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

133. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

### **EIGHTH CAUSE OF ACTION**

#### **Negligence**

134. Plaintiff hereby incorporates by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as to Defendants as follows:

135. That Defendants had a legally recognized duty and breached said duty to the Plaintiff to exercise due and reasonable care in the design, testing, manufacture, marketing, labeling, warnings, instructions, promotion, advertisement, distribution and sale of the subject grill brushes.

136. This duty to the Plaintiff existed prior to the purchase of the product on or around 2014-2015 and continued after sale of the product until and through September 1, 2025, when the plaintiff was injured by the subject grill brush.

137. Defendants breached their duty by negligently designing, testing, manufacturing, labeling, promoting, advertising, marketing, distributing, and selling a product that they knew or should have known was a defective and dangerous product when used in its normal, reasonable, foreseeable and intended manner, which they sent out into the stream of commerce and sold to the plaintiff without any proper warnings or instructions which would warn the plaintiff of the defective and dangerous nature of the product.

138. Defendants further breached their duty to the plaintiff by failing to warn the plaintiff at any point after sale of the product, through a recall, warnings, alerts, or additional instructions,

at any point from the date of sale around 2014-2015 until the date of injury of the plaintiff on September 1, 2025, despite knowing or having reason to know the risks the product posed to consumers.

139. That the product would break and become defective and dangerous was known to Defendants prior to both the date the plaintiff purchased and the date he was injured, and the ability to create a safer product, or at least warn the plaintiff of the risks of the product, was both reasonable and possible for Defendants, but they failed to take any measures to protect the Plaintiff, and the public, from the danger posed by the product.

140. As a direct and proximate result of the aforesaid conduct of Defendants, Plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

141. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

142. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

**NINTH CAUSE OF ACTION**  
**Breach Of Implied Warranty**

143. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

144. Defendants are merchants that designed, manufactured, advertised, marketed, distributed, and sold the defective grill brush with the intended purpose of use as a cleaning implement for cooking grills and related equipment.

145. An implied warranty arose that the grill brushes were fit for the ordinary purposes for which such goods are used, including safe cleaning of an outdoor cooking grill.

146. The grill brush was not a merchantable product at the time of sale because of its inherently defective and dangerous nature, which posed risks to consumers when used in its normal, reasonable, and intended manner.

147. Defendants knew or had reason to know of the defective and dangerous nature of the product, at all times prior to the sale of the product and continuing through when the plaintiff was injured on September 1, 2025, yet they took no steps to remediate the issue, replace the product with a safer alternative, recall the product, or warn the plaintiff or provide supplemental instructions to the plaintiff at a time when the injury could be prevented.

148. Plaintiff purchased an authentic Weber wire-bristled grill brush through Weber's authorized retailer Lowe's Home Improvement; as such, all requirements of privity are satisfied as the purchase was made through approved and official retail channels and/or because the Plaintiff was an intended beneficiary or third-parties of Defendants' warranties.

149. Any purported warranty disclaimer or limitation is unenforceable because it was not conspicuous, is unconscionable given the undisclosed safety defect, and in all events any limited remedy failed of its essential purpose.

150. Defendants had actual and constructive notice due to prior complaints from consumers regarding the defective and dangerous grill brush.

151. As a direct and proximate result of the aforesaid conduct of Defendants, plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

152. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

153. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

**TENTH CAUSE OF ACTION**  
**Breach Of Express Warranty**

154. Plaintiff repeats, reiterates and re-alleges each and every allegation of this Complaint contained in the paragraphs above, with the same force and effect as if fully set forth herein.

155. Defendants are merchants that designed, manufactured, advertised, marketed, distributed, and sold the defective grill brush with the intended purpose of use as a cleaning implement for cooking grills and related equipment.

156. An express warranty arose that the grill brushes were fit for the ordinary purposes for which such goods are used, including safe cleaning of an outdoor cooking grill, due to the representations by Weber in their advertisements, marketing, and labeling of the product, in that the product was expressly represented to be durable, reliable, of quality, and safe.

157. The grill brush was not a merchantable product at the time of sale because of its inherently defective and dangerous nature, which posed risks to consumers when used in its normal, reasonable, and intended manner.

158. Defendants knew or had reason to know of the defective and dangerous nature of the product, at all times prior to the sale of the product and continuing through when the plaintiff was injured on September 1, 2025, yet they took no steps to remediate the issue, replace the product with a safer alternative, recall the product, or warn the plaintiff or provide supplemental instructions to the plaintiff at a time when the injury could be prevented.

159. Defendants had a duty to expressly and explicitly warn of the risk of injury when using the product in a reasonable, foreseeable, and intended manner.

160. Defendants further had a duty to disclose adverse material facts when making representations to the public at large, including Plaintiff, about the safety, durability, reliability, quality, and efficacy of the product.

161. Plaintiff relied on the representations by Defendants that the product was safe for its intended purpose, and was induced to purchase and use the product based on these representations; and as a result, the plaintiff was seriously injured.

162. Plaintiff had no knowledge of the true defective and dangerous nature of the products, which was known only to Defendants.

163. Plaintiff justifiably and detrimentally relied on the warranties and representations of Defendants in the purchase and use of the product.

164. Defendants had sole access to material facts concerning the defects, and Defendants knew that users, such as Plaintiff, could not have reasonably discovered such defects.

165. By the conduct alleged, Defendants, their agents and employees expressly warranted to Plaintiff that the products were merchantable and fit for the purpose intended.

166. This warranty was breached because the grill brush was actually not safe and effective as Defendants had represented, and Plaintiff suffered injuries as a result.

167. Plaintiff purchased an authentic Weber wire-bristled grill brush through Weber's authorized retailer Lowe's Home Improvement; as such, all requirements of privity are satisfied as the purchase was made through approved and official retail channels and/or because the Plaintiff was intended beneficiaries or third-parties of Defendants' warranties.

168. Any purported warranty disclaimer or limitation is unenforceable because it was not conspicuous, is unconscionable given the undisclosed safety defect, and in all events any limited remedy failed of its essential purpose.

169. Defendants had actual and constructive notice due to prior complaints from consumers regarding the defective and dangerous grill brush.

170. As a direct and proximate result of the aforesaid conduct of Defendants, plaintiff sustained serious, severe and permanent personal injuries and has been rendered sick, sore, lame and disabled and continues to be and remain sick, sore, lame and disabled; has been compelled and will continue to expend sums of money for hospital and medical care and treatment in an endeavor to cure himself of his injuries, pain and suffering, and was otherwise damaged.

171. That by reason of the foregoing, plaintiff, was compelled to seek and obtain medical aid and attention and did necessarily pay and become liable therefore, for medicines and medical care and, upon information and belief, the plaintiff will necessarily incur further similar expenses.

172. As a result of the foregoing, plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Defendants, as follows:

- a. Awarding compensatory damages to the Plaintiff in an amount to be determined at trial;
- b. Awarding plaintiff actual damages;
- c. Treble damages pursuant to the New Jersey Consumer Faud Act;
- d. Awarding pre-judgment and post-judgment interest to the Plaintiff;
- e. Awarding the costs and the expenses of this litigation to the Plaintiff;
- f. For declaratory and equitable relief, including restitution and disgorgement;
- g. Awarding reasonable attorneys' fees and costs to the Plaintiff as provided by law;
- h. Awarding punitive damages to the Plaintiff;
- i. Granting all such other relief as the Court deems necessary, just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, Kenneth Schnitzer hereby demands a trial by jury on all counts and as to all issues.

Date: March 30, 2026

/s/ Hunter J. Shkolnik  
Hunter J. Shkolnik  
**NS PR LAW SERVICES, LLC**  
1302 Avenida Ponce de Leon  
Santurce, Puerto Rico 00907  
(787) 493-5088  
hunter@nsprlaw.com

/s/ Joseph L. Ciaccio  
Joseph L. Ciaccio  
*(to be admitted Pro Hac Vice)*  
**NAPOLI SHKOLNIK PLLC**  
400 Broadhollow Road  
Melville, New York 11747  
(212) 397-1000  
jciaccio@napolilaw.com

*Attorneys for Plaintiff*

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
Kenneth Schnitzer
(b) County of Residence of First Listed Plaintiff Essex
(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS
WEBER-STEPHEN PRODUCTS, LLC,
and WEBER, INC.,
County of Residence of First Listed Defendant Cook
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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)
PTF DEF
Citizen of This State X 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and categories.

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 U.S.C. § 1332
Brief description of cause:
Product liability - Personal injury

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE 3/30/26 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

KENNETH SCHNITZER

Plaintiff

v.

WEBER-STEPHEN PRODUCTS, LLC, et ano,

Defendant

Civil Action No. 2:26-cv-3355

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

WEBER, INC.
1415 South Roselle Road
Palatine, Illinois 60067

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Hunter Shkolnik
NS PR Law Services
1302 Avenida Ponce de Leon
Santurce, Puerto Rico 00907
Hunter@nsprlaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. 2:26-cv-3355

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify):* \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

KENNETH SCHNITZER

Plaintiff

v.

WEBER-STEPHEN PRODUCTS, LLC, et ano,

Defendant

Civil Action No. 2:26-cv-3355

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

WEBER-STEPHEN PRODUCTS, LLC
1415 South Roselle Road
Palatine, Illinois 60067

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Hunter Shkolnik
NS PR Law Services
1302 Avenida Ponce de Leon
Santurce, Puerto Rico 00907
Hunter@nsprlaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify):* \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: