UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

MOHAMMAD KHALIL, individually and on behalf of all others similarly situated,	)	
	)	**CLASS ACTION COMPLAINT**
Plaintiff,	)	
	)	**DEMAND FOR JURY TRIAL**
v.	)	
	)	
BISSELL HOMECARE, INC.,	)	
	)	
Defendant.	)	

Plaintiff Mohammad Khalil ("Plaintiff"), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant BISSELL Homecare, Inc. (hereinafter, "BISSELL") and alleges the following based on personal knowledge as to himself, and as to all other matters, upon information and belief, including investigation conducted by his attorneys:

NATURE OF THE ACTION

1. This proposed class action involves millions of dangerously defective handheld steam cleaners designed, manufactured, marketed, and sold by BISSELL with a safety defect and later subject to a delayed, deficient, and inadequate recall (the "Recall"). The Steam Cleaners include BISSELL Steam Shot, Steam Shot OmniReach, and Steam Shot Omni Handheld Steam Cleaner models sold between 2008 and 2025 (the "Products" or "Steam Cleaners").

2. BISSELL, a self-proclaimed leader in floor care and cleaning products, marketed and sold the Steam Cleaners as safe and effective cleaning tools for household use. In actuality, the Steam Cleaners are dangerously defective and pose a significant risk of burn injuries to users, such that BISSELL was forced to recall the Steam Cleaners.

3. The safety of consumers who purchase household cleaning products is paramount. Companies such as BISSELL, that tout themselves as trusted consumer product industry leaders and sell products for use in homes by families, have a legal obligation to honestly and adequately represent the safety of their products and to provide adequate warnings about safety hazards. As shown below, BISSELL wholly failed to deliver safe Steam Cleaners to Plaintiff and Class Members, failed to provide adequate warnings about safety hazards, and offered an inadequate and ineffective Recall that fails to provide Plaintiff and Class Members with proper relief.

4. This action arises from the dangerous design and prolonged concealment of a known defect in the Steam Cleaners and a belated, inefficient, and inadequate recall of the Steam Cleaners. The Steam Cleaners were dangerously defective at the point of purchase, which was unknown to reasonable consumers but known to BISSELL.

5. On July 18, 2024, the U.S. Consumer Product Safety Commission ("CPSC"), together with BISSELL, announced the recall of approximately **3.2 million** Steam Shot Handheld Steam Cleaners sold at major retailers nationwide since 2008. The CPSC reported at least **183 incidents** of the Steam Cleaners expelling hot water or steam, resulting in **157 burn injuries** to consumers.

6. Despite this massive recall, BISSELL continued to sell substantially similar Steam Cleaner models, including the Steam Shot OmniReach and Steam Shot Omni models. These newer models suffered from the same or substantially similar defect—the attachments can unexpectedly detach from the machine and expel hot water or steam onto users during use, posing the same burn hazard (hereinafter, the "Defect").

7. Now, in 2026, BISSELL has been forced to expand its recall to include the Steam Shot OmniReach and Steam Shot Omni models—the very products it continued to sell *after* the

initial 2024 recall. This pattern of conduct demonstrates BISSELL's willful disregard for consumer safety and its prioritization of profits over the wellbeing of its customers.

8. The Recall is not a form of adjudication and, as alleged in this Class Action Complaint, was at all times, and continues to be, inadequate and ineffective.

9. ***BISSELL fails to recall the entire Steam Cleaner or provide any meaningful monetary remedy*** to Plaintiff and Class Members who purchased the defective Steam Cleaners. For the 2026 OmniReach recall, BISSELL only offers free replacement attachments—the very components that are defective. This remedy is wholly inadequate because it does not address the underlying design defect that causes the attachments to detach and expel hot water or steam. Even for the 2024 recall, BISSELL's remedy of a $40 refund, $60 credit, or replacement unit fails to adequately compensate consumers for the risk of serious burn injuries they were unknowingly subjected to for years.

10. In addition, the Recall was announced far too late. The CPSC confirmed that incidents of the Steam Cleaners expelling hot water or steam were reported to BISSELL over a period of many years, yet BISSELL continued to sell the defective products.

11. BISSELL knew, or should have known, of these incidents, yet it did nothing. Indeed, despite reported incidents dating back years before the Recall, BISSELL failed to issue any warning or make design changes to remedy the Defect and continued profiting from its sales throughout the United States.

12. BISSELL was well aware that if it truthfully informed consumers of the dangers of the Steam Cleaners' Defect, it would significantly impact its sales, as consumers would have made different purchasing decisions.

13. Due to BISSELL's marketing of the Steam Cleaners, along with BISSELL's failure to disclose to consumers at the time of purchase that the Steam Cleaners contained the Defect, Plaintiff and Class Members trusted BISSELL and its representations that the Steam Cleaners would be safe to use as intended and paid a premium for that important quality.

14. Every Steam Cleaner suffers from the uniform Defect, which, unknown to consumers but known to BISSELL, exists at the point of purchase and poses an unreasonable safety hazard to consumers. Likewise, every Steam Cleaner is subject to the delayed, deficient and inadequate Recall. As such, Plaintiff and all reasonable consumers are victims of the unfair bargaining power between them and BISSELL based on BISSELL's superior industry knowledge.

15. The existence of the Defect, as well as the delayed, deficient, and inadequate Recall, is a material fact that reasonable consumers, including Plaintiff and Class Members, would have considered when deciding whether to purchase the Steam Cleaners.

16. Before purchasing the Steam Cleaners, Plaintiff and Class Members did not know that (a) the Steam Cleaners had the Defect, (b) using the Steam Cleaners for their intended and foreseeable purpose would place consumers at risk of burn injuries and (c) in the event of such risk, BISSELL would offer a delayed, deficient and inadequate remedy.

17. No reasonable consumer would have purchased the Steam Cleaners on the same terms or conditions if they knew of the Defect and of the subsequent inadequate response from BISSELL. BISSELL chose to put consumers' safety at risk to sell more Steam Cleaners and now, after the inevitable injuries are brought to light, BISSELL still opts for decisions that put profit over people.

18. The Steam Cleaners were sold at stores nationwide, including Target, Walmart, Costco and other department and home goods stores. They were also sold on BISSELL's website and other internet platforms, including Amazon.com, Walmart.com, and other online retailers.

19. BISSELL made significant revenue from the sale of the Steam Cleaners, which were sold nationwide for approximately $35.00 to $70.00. BISSELL sold at least 3.2 million Steam Cleaners subject to the 2024 Recall across the United States. Using an average of these figures, BISSELL's revenue from the sale of the Steam Cleaners was more than $100 million.

20. BISSELL was able to charge this price for the Steam Cleaners due to its marketing, and its failure to disclose to consumers that the Steam Cleaners contain the Defect and associated hazard. BISSELL knew that safety and suitability of the Steam Cleaners for use are paramount for consumers.

21. BISSELL's refusal to provide refunds, replacements, or professional repairs for the 2026 OmniReach recall underscores its ongoing disregard for consumer safety and demonstrates that the Recall remedy is inadequate.

22. A recall does not moot economic loss claims where the remedy is inadequate, incomplete, or fails to restore product value. BISSELL's Recall remedy is materially inadequate, leaving consumers with unsafe, unusable Steam Cleaners worth less than what they paid for them.

23. This action seeks to hold BISSELL accountable for its dangerous design, years of concealment, and its knowingly inadequate Recall remedy.

24. BISSELL acted with reckless disregard and conscious indifference to known, life-threatening risks—risks to consumers and their families.

25. Plaintiff, on behalf of himself and Class Members, seeks damages and all other relief available under law and equity from BISSELL, including punitive damages, for BISSELL's

appalling and unconscionable misconduct. Plaintiff also seeks classwide injunctive relief, including: (i) a state-of-the-art notice program for the wide dissemination of a factually accurate recall notice for the Steam Cleaners; (ii) the implementation of a corrective advertising campaign to alert consumers to the dangers of the Defect; (iii) an offer to replace the Steam Cleaners with a reasonable and safe product; and/or (iv) a full refund for the purchase price of the Steam Cleaners.

PARTIES

I. Plaintiff Mohammad Khalil

26. At all relevant times, Plaintiff Khalil was and is a resident and citizen of Bridgeview, Illinois, who purchased a BISSELL Steam Shot OmniReach Handheld Steam Cleaner from Costco between March 2025 and October 2025. The Steam Cleaner purchased by Plaintiff Khalil is subject to the Recall.

27. Plaintiff Khalil used the Steam Cleaner as instructed, for its intended household cleaning purposes.

28. Plaintiff Khalil was unaware of the Defect until he learned of the Recall on or around April 9, 2026, when he received a Product Safety Recall Notice from Costco via email.

29. After learning of the Recall, Plaintiff Khalil was instructed to stop using the attachments for his Steam Cleaner and to contact BISSELL to receive free new attachments.

30. Had Plaintiff Khalil known, prior to purchase, of the Defect and BISSELL's response to the Defect with a delayed, ineffective, and inadequate Recall, he would not have purchased the Steam Cleaner or would have paid less for it.

31. Plaintiff Khalil considered BISSELL a reputable company with a strong reputation for producing safe and reliable cleaning products and believed that his Steam Cleaner would be no different.

32. Plaintiff Khalil relied on BISSELL's representations that the Steam Cleaner was safe for household use and was unaware of the Defect and associated hazard in the Steam Cleaner at the time of purchase.

33. Plaintiff Khalil is unable to safely use and maintain his Steam Cleaner because the replacement attachments offered by BISSELL do not address the underlying design defect. The Recall fails to offer any monetary relief to Plaintiff and Class Members who purchased the defective Steam Cleaners.

II. Defendant BISSELL Homecare, Inc.

34. Defendant BISSELL Homecare, Inc. is a Michigan corporation with a principal place of business in Grand Rapids, Michigan.

35. Upon belief or information, BISSELL directly or through third-party entities, designed, manufactured, distributed, marketed, advertised, and sold at least 3.2 million Steam Shot Handheld Steam Cleaners in the United States, subject to the 2024 Recall, and additional OmniReach and Omni models subject to the 2026 Recall.

36. The Steam Cleaners were sold at stores nationwide, including Target, Walmart, Costco, and other department and home goods stores. They were also sold on BISSELL's website and other internet platforms, including Amazon.com, Walmart.com, and other online retailers.

JURISDICTION AND VENUE

37. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act because: (1) there are 100 or more putative Class Members; (2) the aggregate amount in controversy exceeds $5,000,000.00, exclusive of interest and costs; and (3) there is diversity because Plaintiff and the Defendant are citizens of different states.

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

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

40. Venue is also proper because Plaintiff is a resident and citizen of this District.

COMMON FACTUAL ALLEGATIONS

I. BISSELL Markets its Steam Cleaners and Itself as an Industry Leader in Safety, Contrary to Its Actual Business Practices

41. BISSELL represents itself as a leading manufacturer of floor care and cleaning products. Since its founding over 140 years ago, BISSELL emphasizes its commitment to innovation, quality and consumer trust, presenting itself as a trusted brand in household cleaning.

42. BISSELL is a self-proclaimed "global leader in floor care" that markets its products as safe, reliable, and effective for household use. BISSELL boasts of its commitment to quality, stating that it has "been making clean easier for over 140 years" and that its products are designed for "real messes" and "real life."

43. In an effort to ensure consumers of the quality and safety of its products, including the Steam Cleaners, BISSELL proudly markets its steam cleaning products as providing "powerful steam cleaning" that is "chemical-free" and "safe" for household surfaces. BISSELL further markets the Steam Shot as a versatile, easy-to-use cleaning tool suitable for kitchens, bathrooms, and everyday household cleaning tasks.

44. BISSELL marketed the Steam Cleaners for the intended use of adults in households, stating that the Steam Shot provides "a quick and easy way to clean and sanitize" and is "ready to use in 30 seconds." These representations are contrary to the known Defect in the Steam Cleaners.

45. On Amazon.com and other retail platforms where the Steam Cleaners were sold, BISSELL marketed the Steam Shot as being "portable" and "easy to use," with "powerful steam" for cleaning. These representations emphasized safety and convenience without disclosing the known burn hazard.

46. These representations are contrary to the dangerous reality of the Steam Cleaners' Defect, which causes attachments to unexpectedly detach and expel hot water or steam onto users, posing a serious burn hazard.

II. BISSELL's Actual Knowledge of the Defect and Duty to Disclose the Defect

47. BISSELL knew, or should have known, when it sold the Steam Cleaners to the public that they suffered from the Defect.

48. Prior to the design and introduction of the Steam Cleaners into the consumer marketplace, BISSELL knew, or should have known, that the Steam Cleaners' attachment mechanism was prone to unexpected detachment, which could cause hot water or steam to expel onto users, posing a serious burn hazard.

49. Between 2008 and 2024, at least **183 incidents** of the Steam Cleaners' Defect were reported, resulting in at least **157 burn injuries** to consumers. These incidents occurred over a period of many years, demonstrating that BISSELL had extensive knowledge of the Defect long before issuing the Recall.

50. The CPSC further confirmed at least **26 additional incidents** of hot steam or water expulsion where no injuries were reported.

51. BISSELL knew, or should have known, of these incidents, yet it did nothing. Indeed, despite 183 reported incidents, BISSELL failed to issue any warning or make design changes to remedy the Defect and continued profiting from its sales throughout the United States.

52. The known risks and injuries due to the Defect, the availability of safer designs, and the likelihood that a substantial number of defective Steam Cleaners remain in use, all support Plaintiff's allegations that BISSELL acted with knowledge of the Defect yet still represented, marketed, distributed and sold defective Steam Cleaners as safe for use by consumers.

53. Even more egregious, after the July 2024 Recall of 3.2 million Steam Shot units, BISSELL continued to sell substantially similar models—the Steam Shot OmniReach and Steam Shot Omni—which contained the same or substantially similar Defect. These products were sold through at least October 2025, more than a year after the initial Recall, until a second recall was initiated in 2026.

54. Thus, BISSELL knew, or should have known, that the Defect caused the Steam Cleaners to fail in their regular and intended purpose because they were unsafe and unsuitable for consumers' use.

55. Despite its knowledge, upon information and belief, BISSELL did not remedy or eliminate the Defect in the Steam Cleaners or remove them from the stream of commerce.

56. Instead, BISSELL continued to unlawfully advertise the Steam Cleaners as safe and effective and continued to sell the unreasonably dangerous Steam Cleaners to consumers.

57. BISSELL had a duty to disclose the Defect and to not conceal the Defect from Plaintiff and Class Members.

58. BISSELL's failure to disclose, and/or its active concealment of, the Defect places Plaintiff and Class Members at risk of serious injury.

59. Had Plaintiff, the Class Members, and the consuming public known that the Steam Cleaners were defective, unsuitable for their marketed and intended use and posed burn risks, they would not have purchased them.

III. The Recall was Untimely and is Inadequate, Ineffective, and was Designed to Fail

60. As detailed herein, the Recall and corresponding remedy offered to consumers is wholly inadequate and is designed to fail in that: (1) for the 2026 OmniReach recall, BISSELL only offers replacement attachments—the very components that are defective—without addressing the underlying design flaw; (2) the Recall fails to offer meaningful monetary relief to Plaintiff and Class Members who purchased the defective Steam Cleaners; (3) BISSELL has not removed or destroyed all defective Products available for purchase; and (4) BISSELL continued to sell substantially similar products after the initial 2024 Recall.

61. On July 18, 2024, the CPSC announced a voluntary nationwide recall of approximately 3.2 million Steam Shot Handheld Steam Cleaners in the United States, which contained the Defect. Yet BISSELL continued to sell substantially similar models with the same Defect through at least October 2025.

62. However, despite the Defect rendering the Steam Cleaners unsafe for their intended use, the Steam Cleaners remained on the market following multiple burn injury reports, and today, remain on the market after a weak Recall that does not provide proper remedies and was ultimately designed to fail.

63. BISSELL's actions and priorities in delaying the Recall clearly indicate a prioritization of profit over the safety of consumers. BISSELL made hundreds of millions of dollars in revenue from sale of the Steam Cleaners, which were sold nationwide.

64. Now, with the delayed, ineffective, and inadequate Recall, which for the 2026 models includes only replacement attachments, BISSELL is able to maintain its large profits at the expense of consumers.

65. A study conducted by Kids in Danger found that product recalls generally have a low level of participation when the recall includes cognitive overload, requires significant time and effort, or offers a repair (versus a refund which has higher participation). Participation also decreases when consumers are asked to repair, deconstruct, and/or physically destroy parts of the product and then to continue using them in this destructed form rather than receiving a safe replacement product.

66. Despite (1) the knowledge that full remedies lead to higher recall rates, (2) the serious risk the Defect presents, BISSELL offered a minimal remedy in its Recall, ensuring lower participation rates that put more consumers at risk as the Steam Cleaners remain in homes throughout the country.

67. BISSELL's refusal to provide refunds, replacements, or professional repairs underscores its ongoing disregard for consumer safety and demonstrates that the Recall remedy fails in its essential purpose.

68. A recall does not moot economic loss claims where the remedy is inadequate, incomplete or fails to restore product value. BISSELL's Recall remedy is materially inadequate, leaving consumers with unsafe, unusable Steam Cleaners.

69. This class action seeks to hold BISSELL accountable for its dangerous design and its knowingly inadequate Recall remedy.

70. BISSELL acted with reckless disregard and conscious indifference to known, life-threatening risks—risks to consumers.

TOLLING AND ESTOPPEL OF THE STATUTE OF LIMITATIONS

71. BISSELL continuously manufactured, marketed, and sold the defective Steam Cleaners to unsuspecting customers. At all relevant times, it continuously represented that the Steam Cleaners were fit for their intended use.

72. By continuously repeating these false representations and failing to disclose that the Steam Cleaners contain the Defect, BISSELL engaged in a continuing wrong sufficient to render inapplicable any statute of limitations that BISSELL might seek to apply.

73. As the designer and manufacturer of the Steam Cleaners, BISSELL had actual knowledge since at least the time of the reported incidents that the Steam Cleaners are defectively designed.

74. Thus, at all relevant times, BISSELL indisputably possessed continuous knowledge of the Defect, and yet BISSELL knowingly continued to allow the sale of the Steam Cleaners. Plaintiff's and other Class Members' claims are therefore not time-barred.

75. Further, the Recall Notice and the replacement attachments amount to continued false representations. They mislead consumers into believing the replacement attachments are an adequate remedy and makes the Steam Cleaners compliant with BISSELL's representations about the safety of the Steam Cleaners when, in reality, the replacement attachments do not address the underlying design defect.

76. Moreover, even after the Recall, there is no evidence that news of the BISSELL Recall Notice or Defect reached all Steam Cleaner owners.

77. Plaintiff and other Class Members could not reasonably discover and could not know facts that would cause a reasonable person to suspect that BISSELL knowingly failed to

disclose material information within its knowledge about the Defect to consumers in the United States and elsewhere. Therefore, no potentially relevant statute of limitations applies.

78. Throughout the time period relevant to this action, BISSELL concealed from, and failed to disclose to, Plaintiff and the other Class Members vital information about the Defect described herein.

79. BISSELL had a duty to disclose to Plaintiff and the Class Members the true quality and nature of the Steam Cleaners and that the Steam Cleaners have a uniform Defect.

80. Instead, BISSELL continued to market the Steam Cleaners as suitable for their intended purpose to further profit from the sale of its popular Steam Cleaner products and prevent Plaintiff and other Class Members from seeking redress.

81. Plaintiff and the other Class Members justifiably relied on BISSELL to disclose the true nature of the Steam Cleaners they purchased and/or owned because the Defect was not discoverable by Plaintiff and the other Class Members through reasonable efforts.

82. BISSELL's affirmative acts of concealment, including its continued marketing of the defective Steam Cleaners as safe, reliable, and fit for their intended purpose while possessing knowledge of the hazard, further support estoppel and tolling of any applicable limitations period.

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

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

84. **WHO**: BISSELL made material misrepresentations and/or omissions of fact through its marketing, on its website, product packaging, warranties, owner's manuals, and

labeling, which include statements that the Steam Cleaners are not defective and are safe and suitable for their intended use. Specifically, BISSELL represented through its marketing materials, product listings, and website that the Steam Shot is a "safe," "powerful" and "easy-to-use" cleaning tool, without disclosing the known burn hazard caused by the Defect.

85. **WHAT**: BISSELL's conduct here was, and continues to be, fraudulent because it omitted and concealed that the Steam Cleaners are defective, unsafe, and unsuitable for their intended use in that the Steam Cleaners contain a uniform Defect. BISSELL's employees and representatives made affirmative misrepresentations as a part of BISSELL's marketing of the Steam Cleaners to Plaintiff and Class Members at the time of purchase regarding the same qualities. BISSELL failed to adequately warn Plaintiff and Class Members that the Steam Cleaners contained the Defect, were not suitable for their intended use and the Steam Cleaners' Defect has caused injury. Further, BISSELL's conduct has the effect of deceiving Plaintiff and Class Members into believing that the Steam Cleaners are not defective, and instead, are suitable for their intended use.

86. **WHEN**: BISSELL made material misrepresentations and/or omissions during the putative class periods and at the time Plaintiff and Class Members purchased the Steam Cleaners, prior to and at the time Plaintiff and Class Members made claims after realizing the Products contained a uniform Defect, prior to and at the time BISSELL disseminated the Recall Notice and the corresponding replacement attachments and continuously throughout the applicable class periods.

87. **WHERE**: BISSELL's marketing message and omissions were uniform and pervasive, carried through material misrepresentations and omissions on the Steam Cleaners' labeling and packaging, its website(s), the Recall Notice and the websites of authorized retailers.

88. **HOW**: BISSELL made material misrepresentations of material facts regarding the Steam Cleaners, including, but not limited to, the existence of the uniform Defect and the associated risks therein; the sufficiency of the Recall remedy; and the further hazards the Recall remedy presents.

89. **WHY**: BISSELL made the material misrepresentations and/or omissions detailed herein for the express purpose of inducing Plaintiff, Class Members and all reasonable consumers to purchase and/or pay a premium price for the Steam Cleaners, resulting in BISSELL profiting by selling the Steam Cleaners to millions of consumers.

90. **INJURY**: Plaintiff and Class Members purchased, paid a premium, or otherwise paid more for the Steam Cleaners, which they would not have done absent BISSELL's misrepresentations and omissions.

CLASS ACTION ALLEGATIONS

91. Plaintiff brings this action individually and on behalf of all others similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on behalf of himself and the members of the following proposed nationwide class ("Nationwide Class"):

> During the fullest period allowed by law, all persons who purchased a Steam Cleaner in the United States for personal use and not for resale.

92. Plaintiff brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on behalf of himself and the members of the following proposed multi-state class ("Multi-State Consumer Protection Class"):

> During the fullest period allowed by law, all persons who purchased a Steam Cleaner in the state of Illinois or any state with similar laws for personal use and not for resale.

93. Plaintiff further brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and the members of the following class ("Illinois Class"):

> During the fullest period allowed by law, all persons who purchased a Steam Cleaner in the State of Illinois for personal use and not for resale.

94. Unless otherwise specified, all references in this Class Action Complaint to "Classes" or the "Class" refer collectively to the Nationwide Class, Multi-State Consumer Protection Class and Illinois Class.

95. Members of the Nationwide Class, Multi-State Consumer Protection Class and Illinois Class are referred to collectively as the "Class Members."

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

97. This action seeks only injunctive, declaratory, and other equitable relief and economic damages; neither the Plaintiff or the Classes seek recovery for personal injury or wrongful death.

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

99. **Numerosity**. Class Members are so numerous and geographically dispersed that joinder of all Class Members is impracticable. While the exact number of Class Members remains currently unknown, BISSELL sold over 3.2 million Steam Cleaners throughout the United States,

and upon information and belief, there are thousands, if not hundreds of thousands, of putative Class Members.

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

a. Whether the Steam Cleaners contain the Defect;

b. Whether BISSELL knew, or should have known, of the Defect;

c. Whether BISSELL had a duty to disclose the Defect to consumers;

d. Whether BISSELL's conduct violated the consumer protection statutes as alleged herein;

e. Whether BISSELL failed to adequately warn Plaintiff and Class Members that the Steam Cleaners contained the Defect and a burn hazard;

f. Whether BISSELL's representations and omissions were misleading or deceptive;

g. Whether BISSELL omitted or failed to disclose material information to Plaintiff and Class Members regarding the Steam Cleaners;

h. Whether BISSELL concealed from and/or failed to disclose to Plaintiff and Class Members that the Steam Cleaners contain the Defect;

i. Whether the Recall Notice and replacement attachment representations and omissions were misleading or deceptive;

j. Whether BISSELL's conduct was unfair or illegal;

k. Whether Plaintiff and Class Members suffered economic injury;

l. Whether BISSELL was unjustly enriched;

m. Whether Plaintiff and putative members of the Class suffered an ascertainable loss of monies or property or other value as a result of BISSELL's acts and omissions of material facts;

n. Whether Plaintiff and members of the putative Class are entitled to monetary damages and, if so, the nature of such relief; and

o. Whether Plaintiff and Class Members are entitled to declaratory or other equitable relief including modification of the Recall.

101. **Typicality.** Plaintiff's claims are typical of those of the absent Class Members in that Plaintiff and the Class Members each purchased and used the Steam Cleaners, and each sustained damages arising from BISSELL's wrongful conduct as alleged herein.

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

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

a. The damages suffered by each individual member of the putative Class do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by BISSELL's conduct;

b. Even if individual members of the Class had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed;

c. The claims presented in this case predominate over any questions of law or fact affecting individual members of the Class;

d. Individual joinder of all members of the Class is impracticable;

e. Absent a Class, Plaintiff and members of the putative Class will continue to suffer harm as a result of BISSELL's unlawful conduct; and

f. This action presents no manageability concerns that would impede its treatment as a class action and, in fact, is the most appropriate and efficient method by which Plaintiff and the members of the putative Class can obtain redress for the harm caused by BISSELL's misconduct.

CAUSES OF ACTION

COUNT I

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

104. Plaintiff incorporates by reference and realleges each and every allegation set forth above as if fully set forth herein.

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

106. BISSELL's conduct, as alleged above, violates the consumer protection laws of each of the jurisdictions encompassing the Multi-State Consumer Protection Class.

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

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

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

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

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

112. Further, despite BISSELL's knowledge of material facts concerning the existence of the serious safety risks posed by the Steam Cleaners, BISSELL actively concealed the serious safety risks from consumers by failing to disclose the serious safety risks to consumers.

113. BISSELL knew, or otherwise should have known, that the Steam Cleaners contained the Defect and posed serious safety risks based upon: (1) BISSELL's own internal

testing, data and surveys; (2) BISSELL's Recall; (3) the 183 reported incidents and 157 burn injuries associated with the Defect; and (4) consumer complaints and warranty claims.

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

115. The facts concealed and/or not disclosed by BISSELL to consumers, including Plaintiff and other Class Members, were material, in part, because they concerned an essential aspect of the Steam Cleaners, including the intended use and safety.

116. Furthermore, as described herein, prior to and after distributing the Recall Notice, BISSELL knew that the Recall was wholly inadequate. Nonetheless, BISSELL, through its misrepresentations, misleading statements, and omissions detailed above, disseminated the inadequate Recall, in order to increase its own profits, and garner market share, while putting the lives of more consumers at risk.

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

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

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

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

COUNT II

VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE TRADE PRACTICES ACT 815 ILCS 505/1, et seq. ("ICFA")

(By Plaintiff, individually, and on behalf of the Illinois Class)

121. Plaintiff incorporates by reference and realleges each and every allegation set forth above as if fully set forth herein.

122. Plaintiff and Illinois Class Members are "persons" within the context of the Illinois Consumer Fraud and Deceptive Trade Practices Act ("ICFA"), 815 ILCS 505/1(c).

123. BISSELL is a "person" within the context of the ICFA, 815 ILCS 505/1(c).

124. At all times relevant hereto, BISSELL was engaged in trade or commerce as defined under the ICFA, 815 ILCS 505/1(f).

125. Plaintiff and the proposed Class are "consumers" who purchased the Steam Cleaners for personal, family or household use within the meaning of the ICFA, 815 ILCS 505/1(e).

126. The ICFA prohibits engaging in any "unfair or deceptive acts or practices … in the conduct of any trade or commerce…." See ICFA, 815 ILCS 505/2.

127. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation or the concealment, suppression or omission of any material fact, or the use or

employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act. See 815 ILCS § 505/2.

128. Plaintiff and the other Illinois Class Members reasonably relied upon BISSELL's representation that the Steam Cleaners were safe for personal use and did not present a burn hazard. Additionally, BISSELL concealed the Defect even after receiving reports of 183 incidents and 157 burn injuries.

129. BISSELL's conduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in trade and commerce, violating 815 ICFA 505/1, et seq.

130. BISSELL violated the ICFA by representing that the Steam Cleaners have characteristics or benefits that they do not have. See 815 ILCS 505/2; 815 ILCS 510/2(7).

131. BISSELL did not intend to sell the Steam Cleaners as advertised, in violation of 815 ILCS 505/2 and 815 ILCS 510/2(9).

132. BISSELL engaged in fraudulent and/or deceptive conduct which creates a likelihood of confusion or misunderstanding in violation of 815 ILCS 505/2; 815 ILCS 510/2(3).

133. BISSELL's deceptive and unfair conduct occurred primarily and substantially in Illinois because: (a) BISSELL marketed, promoted, and sold the Steam Cleaners to Illinois consumers; (b) Plaintiff Khalil purchased and used the Steam Cleaner in Illinois; (c) the economic injury was suffered in Illinois; and (d) the same misrepresentations and omissions were disseminated uniformly to Illinois consumers.

134. BISSELL's conduct violates the fundamental Illinois public policy of preventing concealed safety hazards in consumer products.

135. BISSELL violated the ICFA by representing that the Steam Cleaners were safe, suitable for household use and free of material defects, while concealing the known burn hazard created by the Defect.

136. BISSELL's omissions were material because the Defect presented a safety risk to consumers and rendered the Steam Cleaners unfit for their ordinary purpose. No reasonable consumer would knowingly purchase a handheld steam cleaner with a known propensity to expel hot water or steam during use.

137. Prior to selling the Steam Cleaners, BISSELL knew, or should have known, of the Defect based on fatal and non-fatal burn injury incidents, consumer complaints, warranty claims, engineering evaluations, and internal safety data. Despite this knowledge, BISSELL failed to warn consumers, redesign the Steam Cleaners, or issue an adequate recall.

138. Furthermore, as described herein, prior to and after distributing the Recall Notice, BISSELL knew that the Recall was wholly inadequate and created new hazards for consumers. Nonetheless, BISSELL, through its misrepresentations, misleading statements and omissions detailed herein, disseminated the inadequate Recall in order to increase its own profits and garner market share, all while putting more consumers at risk.

139. Plaintiff and Class Members were damaged economically as a proximate result of BISSELL's violations of the ICFA and suffered damages as a direct and proximate result of purchasing the Steam Cleaners.

140. As a direct and proximate result of BISSELL's violations of the ICFA, as set forth supra, Plaintiff and the Illinois Class Members suffered ascertainable losses of money caused by BISSELL's misrepresentations and material omissions regarding the Defect inherent to the Steam Cleaners as well as through the inadequate Recall.

141. Had they been aware of the Steam Cleaners' Defect or that BISSELL would issue an inadequate Recall, Plaintiff and Class Members either would have paid less for the Steam Cleaners or would not have purchased them at all.

142. While the joint CPSC Press Release was placed on July 18, 2024, BISSELL has yet to provide any monetary remedy for its ICFA violations stated herein.

143. BISSELL's conduct was intentional, malicious, and demonstrated a reckless disregard for consumer safety, warranting statutory and punitive damages.

144. Based on BISSELL's unfair and/or deceptive acts or practices, Plaintiff and the Illinois Class Members are therefore entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs and attorney's fees, under 815 ILCS 505/10a.

COUNT III

BREACH OF EXPRESS WARRANTY
(By Plaintiff, individually, and on behalf of the Nationwide Class, or in the alternative, the Illinois Class)

145. Plaintiff incorporates by reference and realleges each and every allegation set forth above as if fully set forth herein.

146. At all times relevant hereto, BISSELL designed, manufactured, produced, promoted, marketed, and sold the Products.

147. BISSELL, as the manufacturer, marketer, distributor, and seller, expressly warranted that the Products were "easy to use." However, the Products were defectively designed and manufactured steam cleaners that were never easy-to-use. In reality, the Products are defectively prone to burning consumers hands and arms, and thus the Products created an unreasonable severe burn hazard when simply used as intended.

148. BISSELL's express warranties, and its affirmations of fact and promises made to Plaintiff and Class Members regarding the Products, became part of the basis of the bargain between Defendant and Plaintiff and the Class, thereby creating an express warranty that the Products would conform to those affirmations of fact, representations, promises, and descriptions.

149. The Products do not conform to the express warranty because the representations are false or misleading.

150. As a direct and proximate cause of Defendant's breach of express warranty, Plaintiff and Class Members have been injured and harmed because: (a) they would not have purchased the Products on the same terms if they knew the truth about the Products; (b) they paid a substantial price premium for the Products based on Defendant's express warranties; and (c) the Products do not have the characteristics, uses, or benefits as promised.

151. All conditions precedent to Defendant's liability under this warranty and/or contract were performed by Plaintiff and the Class when they purchased the Products and used the Products as directed.

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

153. Defendant was given sufficient notice of its breach of notice *inter alia* from numerous consumer complaints and through its own inadequate Recall of the Products for the same Defect two years ago.

COUNT IV

BREACH OF IMPLIED WARRANTY
(By Plaintiff, individually, and on behalf of the Nationwide Class, or in the alternative, the Illinois Class)

154. Plaintiff incorporates by reference and realleges each and every allegation set forth above as if fully set forth herein.

155. Defendant is a merchant engaging in the sale of goods to Plaintiff and the members of the Class.

156. As set forth herein, Defendant manufactured and sold the Products, and prior to the time the Products were purchased by Plaintiff and the members of the Class, impliedly warranted that the Products were of merchantable quality and fit for their ordinary use (safe use by consumers).

157. Plaintiff relied on these implied warranties when he purchased the Product.

158. The Products were not fit for their ordinary use (safe use by consumers) as they are defectively manufactured, creating an undue risk of burning consumers, and thus do not conform to the packaging.

159. These promises became part of the basis of the bargain between Defendant and Plaintiff and the members of the Class, and thus constituted implied warranties.

160. Defendant breached its implied warranties by selling Products with the Defect, and by continuing to sell more Products with the Defect even after Defendant's first inadequate recall two years ago.

161. Defendant impliedly warranted to Plaintiff and the members of the Class that the Products were safe for ordinary use and failed to mention or disclose the Defect.

162. As a direct and proximate result of Defendant's breach of its implied warranties, Plaintiff and the members of the Class suffered actual damages as they purchased Products that were worth less than the price paid and that they would not have purchased at all had they known of the Defect.

163. Plaintiff, on behalf of himself and the members of the Class, seek actual damages for Defendant's failure to deliver goods that conform to their implied warranties and for the resulting breach.

COUNT V

COMMON LAW FRAUD
(By Plaintiff, individually, and on behalf of the Nationwide Class, or in the alternative, the Illinois Class)

164. Plaintiff incorporates by reference and realleges each and every allegation set forth above as if fully set forth herein.

165. BISSELL's conduct here was and continues to be fraudulent because it has the effect of deceiving consumers into believing the safe and effective marketing related to the Steam Cleaners, when in fact the Steam Cleaners contain the Defect.

166. BISSELL knowingly, willfully, fraudulently, and/or recklessly concealed and suppressed material facts regarding the Steam Cleaners.

167. As detailed herein, BISSELL made false or misleading statements and omissions to Plaintiff and Class Members regarding the safety of the Steam Cleaners. These uniform and pervasive representations and omissions were made through BISSELL's marketing of itself and the Steam Cleaners, including on the Steam Cleaners themselves, labels and packaging materials, the websites of BISSELL and its authorized retailers and other promotional materials for the Steam Cleaners.

168. BISSELL's representations were false and misleading because the Steam Cleaners contain the Defect and because of the associated risks to consumers, including burn injury.

169. As described herein, prior to and after distributing the Steam Cleaners into the consumer marketplace, BISSELL knew that the Steam Cleaners contained the Defect and presented the associated risks to consumers, including burn injury. Nonetheless, BISSELL, through its misrepresentations, misleading statements and omissions detailed herein, continued to sell the Steam Cleaners in the United States, in order to increase its own profits, and garner market share, while putting more consumers at risk.

170. BISSELL knew the representations and omissions were false and intended that Plaintiff and Class Members rely on them.

171. These misrepresentations and omissions were material to Plaintiff's and Class Members' decision to acquire the Steam Cleaners. Plaintiff and members of the Classes justifiably relied on BISSELL's misrepresentations of material facts and omissions regarding the Steam Cleaners, as described herein.

172. BISSELL's conduct was further fraudulent because BISSELL failed to disclose the Defect associated with the Steam Cleaners. Specifically, BISSELL failed to adequately warn Plaintiff and Class Members that the Steam Cleaners contained the Defect, were not safe or durable and could cause and had caused burn injuries.

173. BISSELL has a duty to disclose the truth regarding the safety of the Steam Cleaners, because the safety of the Steam Cleaners has a direct impact on the health and safety of the consumers who utilize them. This duty arose from the fact that BISSELL: had exclusive and/or far superior knowledge and access to knowledge regarding the safety and reliability of the Steam

Cleaners; affirmatively and intentionally concealed material facts from Plaintiff and Class Members; and knew that the Steam Cleaners were not safe for their marketed and intended use.

174. BISSELL's misrepresentations and omissions of material facts made to Plaintiff and members of the Classes occurred prior to Plaintiff and members of the Classes purchasing the Steam Cleaners.

175. BISSELL intended that its misrepresentations and omissions of material fact would deceive or mislead Plaintiff and members of the Classes and induce them to purchase the Steam Cleaners.

176. Plaintiff and members of the Classes justifiably relied on BISSELL's misrepresentations and omissions of material facts regarding the Steam Cleaners, as described herein.

177. Furthermore, as described herein, prior to and after distributing the Recall Notice, BISSELL knew that the Recall Notice was wholly inadequate and presented new hazards to consumers. Nonetheless, BISSELL, through its misrepresentations, misleading statements and omissions detailed herein, disseminated the inadequate Recall, in order to increase its own profits, and garner market share, while putting more consumers at risk.

178. BISSELL's conduct showed malice, motive and a reckless disregard of the truth such that an award of punitive damages is appropriate. Because BISSELL's deceptive and unfair conduct is ongoing, injunctive relief is necessary and proper.

179. BISSELL's misrepresentations and omissions of material facts directly and proximately caused the damages suffered by Plaintiff and members of the Classes.

180. As a result of BISSELL's misrepresentations and omissions of material facts, Plaintiff and members of the Classes were damaged in an amount to be proven at trial.

COUNT VI

UNJUST ENRICHMENT
(By Plaintiff, individually, and on behalf of the Nationwide Class, or in the alternative, the Illinois Class)

181. Plaintiff incorporates by reference and realleges each and every allegation set forth above as if fully set forth herein.

182. Plaintiff and the putative Class Members conferred a benefit on BISSELL by purchasing the Steam Cleaners—payments that BISSELL knowingly accepted while aware of the Steam Cleaners' Defect and unfitness for their intended use.

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

184. By its wrongful acts and omissions described above, including selling the Steam Cleaners, which contained both a Defect and were inoperative for the intended use, BISSELL was unjustly enriched at the expense of Plaintiff and putative Class Members.

185. Furthermore, as described herein, prior to and after distributing the Recall Notice, BISSELL knew that the Recall was wholly inadequate. Nonetheless, BISSELL, through its misrepresentations, misleading statements and omissions detailed in this Class Action Complaint, disseminated the inadequate Recall, in order to increase its own profits, and garner market share, while putting more consumers at risk.

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

187. BISSELL unjustly profited from its unlawful, unfair and deceptive conduct at the expense of Plaintiff and the putative Class Members. It would be inequitable and contrary to principles of justice for BISSELL to retain the profits, benefits and other compensation obtained through the sale of the Steam Cleaners, and as retained through the issuance of a wholly inadequate Recall, as such enrichment was directly tied to the misconduct alleged herein.

188. BISSELL was unjustly enriched by retaining revenue from Plaintiff's and Class Members' purchases of the Steam Cleaners. Such enrichment is unjust and inequitable because BISSELL knowingly manufactured, marketed and sold defective Steam Cleaners, while omitting material facts, causing Plaintiff and Class Members to purchase Steam Cleaners they otherwise would not have purchased had the truth been disclosed.

189. BISSELL continued to manufacture the Steam Cleaners with the Defect even after knowing—and concealing—incidents endangering the health and wellbeing of consumers. Even after these known incidents, BISSELL continued to tout the safety of its Steam Cleaners, considerably profiting for years.

190. BISSELL's conduct allows it to knowingly realize substantial revenue from selling the Steam Cleaners as well as issuing an inadequate Recall at the expense of, and to the detriment of, Plaintiff and Class Members, and BISSELL's benefit and enrichment. BISSELL's retention of these benefits violates fundamental justice, equity and good conscience principles.

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

192. Plaintiff and Members of the Class seek disgorgement of all profits resulting from such overpayment.

PRAYER FOR RELIEF

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

a. Declare that this action is a proper class action, certifying the Classes as requested above, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel;

b. Award Plaintiff and Class Members compensatory, statutory, actual and/or monetary damages, including interest, in an amount to be determined at trial;

c. Declare that BISSELL must disgorge, for the benefit of the Class(es), all or part of the ill-gotten profits it received from the sale of the Steam Cleaners;

d. Order BISSELL to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Classes;

e. Award punitive damages where permitted by statute, in an amount to be determined at trial, due to BISSELL's willful and reckless disregard for the safety of consumers despite its knowledge of the Defect; and

f. Order such other and further relief as may be just and proper.

JURY DEMAND

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

DATED: April 23, 2026

Respectfully submitted,

BRYSON HARRIS SUCIU
& DEMAY PLLC

/s/ Russell Busch
Russell Busch (IL Bar No. 6329500)
979 Green Bay Road
Highland Park, IL 60035
Tel: (919) 926-7948
rbusch@brysonpllc.com

Nick Suciu III
6905 Telegraph Road, Suite 115
Bloomfield Hills, MI 48301
Tel: (616) 678-2180
Email: nsuciu@brysonpllc.com

Trenton R. Kashima
19800 MacArthur Blvd., Suite 270
Irvine, CA 92612
Tel: (212) 946-9389
Email: tkashima@brysonpllc.com

Luis Cardona
900 W. Morgan Street
Raleigh, NC 27603
Tel: (516) 862-0194
Email: lcardona@brysonpllc.com

SULTZER & LIPARI, PLLC
Jason P. Sultzer (to be admitted pro hac vice)
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
Fax: (888) 749-7747
Email: sultzerj@thesultzerlawgroup.com

On behalf of Plaintiff and the Proposed Classes