

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

MEGAN ADINOLFI and DANIELLE
TORO, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ROOT TECHNOLOGY LTD. d/b/a
MOMCOZY,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiffs Megan Adinolfi and Danielle Toro (“Plaintiffs”), by and through undersigned counsel, and on behalf of themselves and all others similarly situated (“Class” or “Classes”),¹ allege as follows against Defendant Root Technology Ltd. d/b/a Momcozy (“Defendant” or “Momcozy”), based upon personal knowledge as to themselves and their own acts and experiences, and as to all other matters, upon information and belief, including investigation of counsel.

NATURE OF THE ACTION

1. Momcozy, a leading manufacturer of baby and maternity products sold worldwide, designs, manufactures, markets, distributes, sells, and charges a premium for the KleanPal Pro Bottle Washer and Sterilizer (the “KleanPal Pro”).²

¹ Plaintiffs bring class action claims on behalf of the New York Class and the Multi-State Class, which are herein referred to collectively as the “Class” or “Classes,” and the Members of the Classes are referred to as the “Class Members.”

² The KleanPal Pro includes, but is not limited to, all Momcozy KleanPal Pro Bottle Washer and Sterilizer products with model number BS03, and all substantially similar models.

2. The KleanPal Pro is a dangerously defective kitchen countertop appliance manufactured in China and sold throughout the United States as a washer, sterilizer, dryer, and storage combination product for baby bottles and accessories like pacifiers, sippy cups, and baby tableware.

3. Momcozy markets and sells the KleanPal Pro as an essential baby product for parents and caregivers to be used multiple times a day, every day, to “kill 99.9% of germs,”³ milk residue, dirt, and more, from baby bottles and accessories. The KleanPal Pro is shown in the marketing images below from Momcozy’s website, Momcozy.com:



4. Contrary to Momcozy’s marketing of the KleanPal Pro as safe and suitable for its intended purpose, including steam sterilization, the KleanPal Pro’s internal plastic components (“Internal Components”) are made of materials incapable of withstanding the temperatures required for the KleanPal Pro to perform its essential functions, including cleaning and steam sterilization of baby products and accessories (“Defect”).

³ <https://momcozy.com/products/momcozy-kleanpal-pro-baby-bottle-washer>

5. The Defect exists at the point of purchase and is known to Momcozy, but unknown to consumers. As a consequence of the Defect and as reported by numerous consumers, the KleanPal Pro's Internal Components degrade, crack, and/or break off into small pieces during ordinary and foreseeable use ("Plastic Degradation Hazard"), causing premature failure of the KleanPal Pro, as shown in the below images submitted by KleanPal Pro purchasers on the Momcozy Store at Amazon.com:



⁴ https://www.amazon.com/gp/customer-reviews/RNAL0IWMVCDTZ/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed April 22, 2026) (emphasis added).

⁵ https://www.amazon.com/gp/customer-reviews/R3JQM54TY47NGK/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026) (emphasis added).

6. As the manufacturer of the KleanPal Pro, Momcozy has known, or should have known, of the Defect for years as it has received numerous complaints and warranty claims from consumers reporting the Defect as described herein. Despite this knowledge, Momcozy has sold the KleanPal Pro since approximately June 2024 for the premium price of \$299.99, while failing to disclose the Defect to consumers.

7. To persuade reasonable consumers, including parents and caregivers, to purchase the KleanPal Pro for this premium price, Momcozy utilizes a Deceptive Safe Baby Product Marketing campaign uniformly representing the KleanPal Pro as safe and suitable for its advertised functions, including steam sterilization, while omitting its true nature, including the Defect (“Deceptive Safe Baby Product Marketing”).

8. As described in further detail herein, Momcozy makes affirmative representations throughout its own website, on its storefront on Amazon.com, and through its authorized retailers about the KleanPal Pro’s safety and durability. These include, but not limited to, statements specifically about safety as it relates to steam sterilization and the KleanPal Pro’s materials.⁶ Further, Momcozy makes direct promises about the KleanPal Pro’s long-term durability and reliability and even claims that the KleanPal Pro will not require frequent replacements.⁷

9. However, as noted above, the KleanPal Pro contains a dangerous Defect rendering it incapable of complying with Momcozy’s Safe Baby Product Marketing. Specifically, when used in the steam sterilization mode, which is recommended at every wash by Momcozy,⁸ the water reaches high temperatures of 212°F. However, Momcozy failed to design and manufacture the

⁶ <https://momcozy.com/collections/bottle-washers> (last access April 7, 2026) (emphasis added).

⁷ <https://momcozy.com/collections/bottle-washers> (last access April 7, 2026) (emphasis added).

⁸ <https://momcozy.com/collections/bottle-washers/products/momcozy-kleanpal-pro-baby-bottle-washer?variant=44190972772550> (last accessed May 1, 2026).

KleanPal Pro with Internal Components made of materials capable of withstanding these high temperatures and especially at the duration and frequency in which the sterilization function is intended to be used. Instead, Momcozy chose to use inferior materials that it knew or should have known are unable to resist the high heat necessary for the KleanPal Pro to operate as advertised.

10. Importantly, **Momcozy has admitted the existence of the Defect and Plastic Degradation Hazard to consumers.** Specifically, on February 16, 2026, and in response to Plaintiff Toro reporting the Plastic Degradation Hazard in her KleanPal Pro directly to Momcozy, Momcozy admitted that her KleanPal Pro contained the Defect. Momcozy explicitly stated during a chat conversation via Momcozy.com's chat function:

[F]rom what we can see in your image, **it looks like the tray inside your Momcozy bottle washer may be breaking down due to wear or exposure to high heat, which can cause small plastic pieces to appear in the water.**

11. Momcozy made this blatant admission after reviewing photos of Plaintiff Toro's KleanPal Pro and the broken Internal Components. Upon information and belief, Momcozy has made the same or substantially similar admissions regarding the existence of the Defect to numerous additional consumers.

12. The Defect and resulting Plastic Degradation Hazard, reported to occur shortly after beginning use of the KleanPal Pro, prevent the proper function of the KleanPal Pro well before the expiration of its useful life and within the one-year limited warranty period.

13. Further, the Defect and Plastic Degradation Hazard also pose serious health and safety risks for babies. Specifically, the degraded and broken Internal Components and resulting debris come into direct contact with baby bottles and accessories for extended periods of time creating unreasonable health and safety risks including plastic ingestion.

14. Based on Momcozy's Deceptive Safe Baby Product Marketing, consumers do not reasonably expect the KleanPal Pro to be unsafe and unusable for its intended purpose, including any of its functions, or to pose serious health and safety risks for babies. However, due to the Defect, the KleanPal Pro is incapable of conforming to Momcozy's promises and representations in its Deceptive Safe Baby Product Marketing and reasonable consumer expectations.

15. Despite having longstanding knowledge of the allegations described herein, Momcozy continues to sell the KleanPal Pro directly on its website, Momcozy.com, and on its storefront on Amazon.com, the Momcozy Store.⁹ Momcozy also sells the KleanPal Pro through various authorized retailers including Walmart.com, Target.com, Kohls.com, Dillards.com, BabyList.com, Nordstrom, and TikTok shop at Shop.tiktok.com.

16. The existence of the Defect is a material fact that reasonable consumers, including Plaintiffs and Class Members, would have considered when deciding whether to purchase the KleanPal Pro. However, Momcozy omitted and continues to omit any information about the Defect and also fails to warn consumers about its resulting safety hazards, in its Deceptive Safe Baby Product Marketing.

17. Upon information and belief, since at least June 2024, Momcozy has sold the KleanPal Pro to tens of thousands of consumers who reviewed and reasonably relied on Momcozy's Deceptive Safe Baby Product Marketing, which became a basis of their bargain. During this time, Momcozy reaped significant financial rewards through its unlawful conduct to the detriment of Plaintiffs and the Class. While Momcozy's sales figures and amount of profit

⁹ https://www.amazon.com/stores/Momcozy/page/289B876A-CE6F-4247-9629-8AD6549CB51D?lp_asin=B0CWLHKQNT&ref_=ast_bln&store_ref=bl_ast_dp_brandlogo_sto (last accessed May 1, 2026).

from the sale of its KleanPal Pro will be identified through discovery, upon information and belief, that number is in the tens of millions of dollars.

18. Had Plaintiffs and Class Members known about the true nature of the KleanPal Pro at the time of purchase, they would not have purchased it on the same terms or for the same price or would have paid significantly less for it.

19. Plaintiffs, on behalf of themselves and Class Members, seek actual and statutory damages, reasonable attorneys' fees and costs, and all other relief available under law and equity from Momcozy, including punitive damages for its appalling and unconscionable misconduct. Plaintiffs also seek class wide injunctive relief including: (i) issuing an immediate recall of the KleanPal Pro; and (ii) implementation of a corrective advertising campaign to alert consumers, parents, and caregivers as well as retailers to the dangers presented by the KleanPal Pro.

JURISDICTION AND VENUE

20. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 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 Plaintiffs and Momcozy are citizens of different states.

21. This Court has personal jurisdiction over Momcozy. Momcozy regularly operates, conducts, and engages in substantial business in this District, including, but not limited to, the promotion, sale, marketing, and distribution of its KleanPal Pro. Momcozy purposefully avails itself of the laws of this District, markets its KleanPal Pro to consumers in this District, and distributes its KleanPal Pro to retailers in this District. Momcozy receives substantial compensation and profits from the marketing, distribution, and sale of products in this District.

Momcozy committed tortious acts and caused injuries in this District through its deceptive, unfair, and unlawful practices described in this Complaint within this District.

22. In accordance with 28 U.S.C. § 1391, venue is proper in this District because Momcozy is subject to personal jurisdiction here, a substantial part of the events or omissions giving rise to Plaintiffs' claims asserted herein occurred in this District including Plaintiffs' purchase of the KleanPal Pro, Momcozy regularly transacts business in this District, and Momcozy has intentionally availed itself of the laws and markets of this District.

PARTIES

I. Plaintiffs

A. Plaintiff Megan Adinolfi

23. Plaintiff Megan Adinolfi is a citizen of New York and, at all relevant times to this action, resided in Staten Island, New York.

24. Plaintiff Adinolfi purchased the Momcozy KleanPal Pro Bottle Washer and Sterilizer in May 2025 from Momcozy through the Momcozy storefront on Amazon.com for \$299.99.

25. Plaintiff Adinolfi shopped for the KleanPal Pro on Momcozy.com and Amazon.com before her purchase.

26. Plaintiff Adinolfi read and reviewed Momcozy's Deceptive Safe Baby Product Marketing, including Momcozy's material representations on Momcozy.com and the Momcozy Store at Amazon.com, as described herein.

27. From these representations, Plaintiff Adinolfi understood Momcozy's promise that the KleanPal Pro is safe and suitable for its intended purpose, including steam sterilization. Nowhere in Momcozy's marketing and labeling of the KleanPal Pro did Momcozy disclose to

Plaintiff Adinolfi that the KleanPal Pro contained the dangerous Defect leading to the Plastic Degradation Hazard.

28. In reliance on Momcozy's Deceptive Safe Baby Product Marketing, Plaintiff Adinolfi purchased and paid a premium price for the KleanPal Pro.

29. Shortly after Plaintiff Adinolfi received the KleanPal Pro, she began using it as intended and recommended, consistent with Momcozy's instructions, and maintained it in a reasonable manner. However, after her regular use of the KleanPal Pro, in or around January 2026, Plaintiff Adinolfi's KleanPal Pro experienced the Defect and the Plastic Degradation Hazard. Specifically, she discovered that the KleanPal Pro's Internal Components including the lower shelf degraded, cracked, and broke off into little pieces.

30. Due to the KleanPal Pro's dangerous Defect resulting in the Plastic Degradation Hazard, Plaintiff Adinolfi was forced to discontinue her use of the KleanPal Pro out of fear for her baby's safety. Furthermore, the KleanPal Pro was no longer usable without the lower shelf.

31. Plaintiff Adinolfi reported her experience directly to Momcozy, but Momcozy failed to provide her with a proper remedy. Instead, Momcozy merely offered Plaintiff Adinolfi an equally defective replacement lower shelf. Due to Momcozy's deceptive, unfair, and unlawful conduct, Plaintiff Adinolfi cannot trust that the replacement lower shelf is not equally defective and will not fail in the same way, again exposing her baby to the Plastic Degradation Hazard. Further, Plaintiff Adinolfi is still unable to use the KleanPal Pro with or without the equally defective replacement lower shelf because she cannot trust that any of the other Internal Components are safe and suitable for use in the sterilization mode and will not degrade in the same way.

32. Had Plaintiff Adinolfi known of the KleanPal Pro's Defect, and of Momcozy's deceptive, unfair, and unlawful conduct, she would not have purchased the KleanPal Pro on the same terms or for the same price or would have paid significantly less for the KleanPal Pro.

33. Plaintiff Adinolfi remains interested in purchasing Momcozy's products in the future, but at this time, due to Momcozy's deceptive, unfair, and unlawful conduct described herein, she is unable to reasonably rely on Momcozy's representations and marketing.

34. Plaintiff Adinolfi put Momcozy on direct notice of her claims (as well as the claims of the putative Class) by certified letter dated April 17, 2026.

B. Plaintiff Danielle Toro

35. Plaintiff Daniellie Toro is a citizen of New York and, at all relevant times to this action, resided in Bronx, New York.

36. Plaintiff Toro purchased the Momcozy KleanPal Pro Bottle Washer and Sterilizer in November 2024 from Momcozy through the Momcozy storefront on Amazon.com for \$239.99.

37. Plaintiff Toro shopped for the KleanPal Pro on Momcozy.com and Amazon.com before her purchase.

38. Plaintiff Toro read and reviewed Momcozy's Deceptive Safe Baby Product Marketing including Momcozy's material representations on Momcozy.com and the Momcozy Store at Amazon.com as described herein.

39. Plaintiff Toro understood Momcozy's promise that the KleanPal Pro is safe and suitable for its intended purpose, including steam sterilization. Nowhere in Momcozy's marketing and labeling of the KleanPal Pro did Momcozy disclose to Plaintiff Toro that the KleanPal Pro contained the dangerous Defect leading to the Plastic Degradation Hazard.

40. In reliance on Momcozy's Deceptive Safe Baby Product Marketing, Plaintiff Toro purchased and paid a premium price for the KleanPal Pro.

41. Shortly after Plaintiff Toro received the KleanPal Pro, she began using it as intended and recommended, consistent with Momcozy's instructions, and maintained it in a reasonable manner. However, after her regular use of the KleanPal Pro, in or around February 2026, Plaintiff Toro's KleanPal Pro experienced the Defect and the Plastic Degradation Hazard. Specifically, she discovered that the KleanPal Pro's Internal Components including the lower shelf degraded, cracked, and broke off into little pieces.

42. Due to the KleanPal Pro's dangerous Defect resulting in the Plastic Degradation Hazard, Plaintiff Toro was forced to discontinue her use of the KleanPal Pro out of fear for her baby's safety. Furthermore, the KleanPal Pro was no longer usable without the lower shelf.

43. Plaintiff Toro reported her experience directly to Momcozy, but Momcozy failed to provide her with a proper remedy. In response and after reviewing photos of her KleanPal Pro and the broken Internal Components, which Momcozy requested, **Momcozy admitted to Ms. Toro that her KleanPal Pro contained the Defect.** Specifically, a "human agent" at Momcozy explicitly stated during a chat conversation via Momcozy.com's chat function, "[f]rom what we can see in your image, it looks like the tray inside your Momcozy bottle washer may be breaking down due to wear or exposure to high heat, which can cause small plastic pieces to appear in the water."

44. In spite of this blatant admission of the existence of the Defect and its result, the Plastic Degradation Hazard, Momcozy failed to provide Plaintiff Toro with a proper remedy. Instead, Momcozy merely offered Plaintiff Toro an equally defective replacement lower shelf. Due to Momcozy's deceptive, unfair, and unlawful conduct, Plaintiff Toro cannot trust that the

replacement lower shelf is not equally defective and will not fail in the same way, again exposing her baby to the Plastic Degradation Hazard. Further, Plaintiff Toro is still unable to use the KleanPal Pro with or without the equally defective replacement lower shelf because she cannot trust that any of the other Internal Components are safe and suitable for use in the sterilization mode and will not degrade in the same way.

45. Had Plaintiff Toro known of the KleanPal Pro's Defect, and of Momcozy's deceptive, unfair, and unlawful conduct, she would not have purchased the KleanPal Pro on the same terms or for the same price or would have paid significantly less for the KleanPal Pro.

46. Plaintiff Toro remains interested in purchasing Momcozy's products in the future, but at this time, due to Momcozy's deceptive, unfair, and unlawful conduct described herein, she is unable to reasonably rely on Momcozy's representations and marketing.

47. Plaintiff Toro put Momcozy on direct notice of her claims (as well as the claims of the putative Class) by certified letter dated April 17, 2026.

II. Defendant

48. Defendant Root Technology Ltd. d/b/a Momcozy is a citizen of the state of Colorado and has its principal place of business located at 1580 N. Logan St., Ste. 660, #30327, Denver, Colorado 80203.

49. Momcozy manufactures, distributes, markets, and/or sells baby products, including the KleanPal Pro, throughout the United States, including this District.

50. Momcozy sells KleanPal Pro under the brand name Momcozy. At all relevant times, Momcozy has conducted business and derived substantial revenue from its manufacturing, labeling, advertising, marketing, distribution, and sale of the KleanPal Pro within this District and throughout the United States.

COMMON FACTUAL ALLEGATIONS

I. Momcozy Deceptively Marketed the KleanPal Pro as Safe and Suitable for Its Intended Purpose, Including Steam Sterilization, Despite Knowing the KleanPal Pro Contained the Defect and Resulting Plastic Degradation Hazard.

51. Momcozy is a sophisticated and leading company in the design, manufacture, production, and sale of baby and maternity products, serving over 4.5 million parents in more than 60 countries and regions with a growing collection of various different product lines.

52. Momcozy was founded in 2017¹⁰ and touts that it “has evolved into more than a brand—it’s a community and a movement dedicated to supporting mothers in their journey through early motherhood with innovative products and inspiring campaigns.”¹¹

53. Through highly sophisticated marketing and advertising, Momcozy consistently misleads consumers about its KleanPal Pro, by making the reliability and safety of all of its product lines a central component of its brand image. It has worked very hard to convince consumers that its Momcozy branded products are a cut above the rest when it comes to reliability and safety.

54. For instance, Momcozy’s CEO, Athena Pan, claims that “[a]t Momcozy, we are committed to providing professional products, support, and guidance to moms.”¹² Further, on Momcozy’s LinkedIn page, it claims that “[a]s the Cozy Reformer, we always put moms first, delivering innovative solutions, comfort, and support to moms and their families worldwide.”¹³

¹⁰ <https://wolfpointgroup.com/momcozy-target-launch/> (last accessed May 1, 2026).

¹¹ <https://momcozy.com/pages/our-story#:~:text=%E2%80%9C%20Momcozy%2C%20since%20its%202018%20launch%2C%20has,motherhood%20with%20innovative%20products%20and%20inspiring%20campaigns.%E2%80%9D> (last accessed April 22, 2026) (emphasis added).

¹² <https://www.prnewswire.com/news-releases/momcozy-aims-to-empower-breastfeeding-moms-with-online-seminar-after-successful-fime-2023-exhibit-301863260.html> (last accessed May 1, 2026).

¹³ <https://www.linkedin.com/company/momcozy/about/> (last accessed May 1, 2026).

55. Momcozy goes to these great lengths to persuade consumers that its products are safe and reliable because it knows that safety is an essential part of a parent's purchasing decisions. Indeed, studies have shown that consumers are willing to pay more for a baby product that is marketed as safe. For example, the latest market report conducted by Transparency Market Research, a business consulting firm, revealed that "[t]he infant care products market continues to be fundamentally robust and resilient on the back of the essential nature of infant care and parents being **willing to pay more for quality and safety.**"¹⁴

56. As a result of Defendant's years-long marketing scheme, consumers recognize the Momcozy brand as a reliable source for safe baby products including the KleanPal Pro.

57. To capitalize on consumers' desire for safe baby products and gain a competitive advantage in the market, Momcozy carefully crafted a uniform, pervasive Deceptive Safe Baby Product Marketing campaign, which includes affirmative misrepresentations made directly to consumers about the KleanPal Pro's safety and suitability for its regular and intended use, including steam sterilization, as well as Momcozy's material omissions of the Defect and resulting Plastic Degradation Hazard.

58. Momcozy disseminated its uniform Deceptive Safe Baby Product Marketing directly to consumers nationwide before and at the point of purchase, throughout its marketing channels, including on its website, the Momcozy Store at Amazon.com, and the websites of its authorized retailers.

59. Momcozy makes blatant material misrepresentations regarding the quality, suitability, and safety of the KleanPal Pro. Momcozy's strategy is to convince all consumers of

¹⁴ Baby Care Products Market Outlook 2036, [Transparencymarketresearch.com](https://www.transparencymarketresearch.com), <https://www.transparencymarketresearch.com/baby-care-products-market.html> (last accessed May 1, 2026).

the safety and suitability of the KleanPal Pro to perform its intended functions, including steam sterilization, and thus, it includes substantially similar promises corroborating its misrepresentation on its website, the Momcozy Store at Amazon.com, and on the websites of its authorized retailers such as:

- a. “Sterilization & Safety;”
- b. “The unit made of food-grade, BPA-free materials, preventing harmful chemicals from leaching into bottles or accessories during cleaning — safe for even the youngest infants;”
- c. “Safety First[:] All products, from electric washers to brush bristles, are made with BPA-free, food-grade materials, ensuring no harmful chemicals come into contact with your baby’s bottles;”
- d. “BPA-Free and Safe Materials: Safety is always a priority, so all parts are made from BPA-free materials, ensuring no harmful chemicals touch your baby’s feeding supplies.”
- e. “all-in-one solution will clean safely and effectively, as opposed to taking valuable time to clean them manually;”
- f. “a reliable sterilizer.”
- g. “EFFECTIVE STEAM STERILIZING;” and
- h. “Creates a safe and hygienic feeding environment for your baby’s health.”

60. Based on information and belief, Defendant develops, drafts, disseminates, and provides its Deceptive Safe Baby Product Marketing and copies for its Momcozy Store at Amazon.com, as well as the website for its authorized retailers.

61. Further, on Momcozy's website, the Momcozy Store at Amazon.com,¹⁵ and the websites of its authorized retailers, Momcozy uniformly markets the KleanPal Pro using visual representations showing the KleanPal Pro's Internal Components intact and not degraded, cracked, or otherwise broken down, demonstrating to reasonable consumers that the KleanPal Pro's Internal Components are safe and suitable for steam sterilization as shown in the screenshot below:



62. Momcozy is acutely aware that the quality and safety of its products, including the KleanPal Pro, are of utmost importance and are also expected by reasonable consumers purchasing one of Momcozy's products. As Momcozy concedes in its "Best Baby Bottle Washers of 2025: Complete Buying Guide & Reviews," a key factor in selecting a bottle washer and sterilizer for

¹⁵

https://www.amazon.com/dp/B0CWLHKQNT?maas=maas_adg_api_578435546800514248_static_9_129&ref=aa_maas&tag=maas&aa_campaignid=lv_mp3a8yteXOCUgL3cy0&aa_adgroupid=lv_WZ6Mli4oXRbnZCbWzN&aa_creativeid=lv_5d6vvE3iHlMr3klPJ2&gad_campaignid=23279918371&gbraid=0AAAAA-YERdFgQKvStvpjDEC3_cgZu8any&gclid=Cj0KCQjwmunNBhDbARIsAOndKpnYobTN8rAE8W6HyYJ0Ww7AyXL-G31c_pvN7k2fC5V7Cmh0ND9LnkoaAv-0EALw_wcB (last accessed May 1, 2026).

consumers is the “safety and build quality,” and even further that “[a] good baby bottle washer would include necessary safety features like automatic shut-off, child locks, and overheat protection. Materials used should be BPA-free and components FDA-approved. Build quality also contributes to safety and longevity: strong hinges, good seals of water, and strong materials make a great difference in daily use.”¹⁶

63. As a result of Momcozy’s uniform Deceptive Safe Baby Product Marketing, parents were induced to purchase and pay a premium for the KleanPal Pro, which they reasonably understood would be safe and suitable for its intended purpose, including steam sterilization, not dangerous due to the presence of a uniform Defect and resulting Plastic Degradation Hazard.

II. The Dangerous Defect Resulting in the Plastic Degradation Hazard and Rendering the KleanPal Pro Unusable.

64. Unbeknownst to reasonable consumers, including Plaintiffs and Class Members at the time of purchase, Momcozy designed, manufactured, distributed, marketed, and sold the KleanPal Pro nationwide with a dangerous Defect. The Defect can and has resulted in the Plastic Degradation Hazard within a short time after normal and foreseeable use where the Internal Components of the KleanPal Pro degrade, crack, and/or break into small shards of plastic pieces rendering the KleanPal Pro unusable and unsafe.

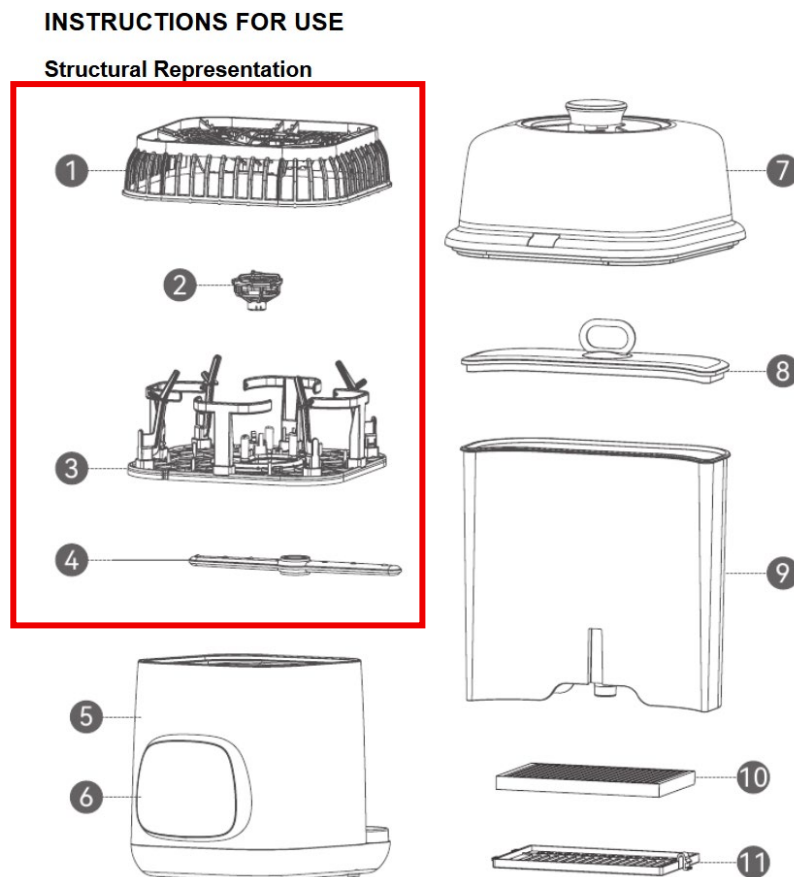
65. Following a review of numerous complaints submitted by concerned consumers and parents about the Plastic Degradation Hazard, including Plaintiffs’ experiences and reports submitted directly to Momcozy, as well as to the Consumer Products Safety Commission

¹⁶ <https://momcozy.com/blogs/babycare/best-baby-bottle-washers-buying-guide> (last accessed May 1, 2026).

(“CPSC”), Plaintiffs’ counsel performed a substantial investigation of the extent and the cause(s) of the Plastic Degradation Hazard.

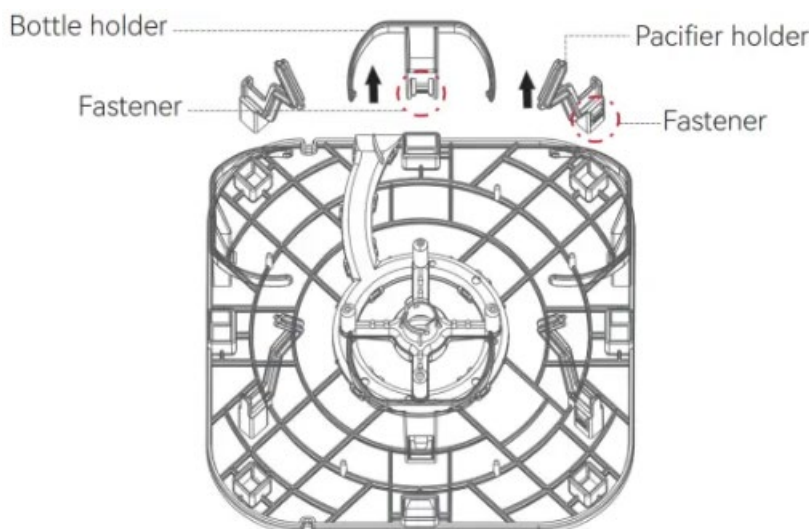
66. Plaintiffs’ pre-suit investigation reveals that, contrary to Momcozy’s Deceptive Safe Baby Product Marketing, and inconsistent with reasonable consumer expectations, the Plastic Degradation Hazard results from a uniform Defect present in every KleanPal Pro when purchased.

67. The KleanPal Pro, a kitchen counter-top alliance, is designed with eleven parts including four Internal Components, such as the (1) upper shelf; (2) upper spray arm; (3) lower shelf; and (4) lower spray arm, as shown below in Momcozy’s “Structural Representation” of the KleanPal Pro included its user manual:



68. The Internal Components are essential to the operation of the KleanPal Pro as they either spray the water required to wash the load or hold the baby bottles and accessories in place

during each of the several functions of the KleanPal Pro, such as steam sterilization, as shown in the below image from the user manual:



69. Without these Internal Components, the KleanPal Pro is unusable and worthless.

70. As noted above, the KleanPal Pro is designed, manufactured, marketed, and sold as a washer and sterilizer combination product for bottles and accessories to be used every day.

71. The KleanPal Pro's multiple functions or cycles specifically include the (1) rapid wash; (2) normal wash; (3) steam sterilization; and (4) storage. These functions may also be combined, such that a consumer can run a rapid wash or normal wash with steam sterilization or storage or both.

72. During each cycle, the water inside the KleanPal Pro reaches very high temperatures, which is required to perform effectively as represented by Momcozy in its user manual. Specifically, Momcozy explains on page 21 of its user manual that the temperature reached during the rapid function is 131° F; normal wash is 154° F; and notably, **steam sterilization is 212° F.**

73. Momcozy designed each cycle to last an allotted amount of time. Specifically, the **steam sterilization function operates (at 212° F) for at least 10 minutes** and when considering

the drying step, which occurs after every steam sterilization cycle, the entire cycle can last up to an entire hour. Further, the **steam sterilization mode is recommended at every wash** by Momcozy.¹⁷

74. Indeed, Momcozy instructs consumers to use the KleanPal Pro in its steam sterilization mode, which lasts for at least 10 minutes, **multiple times a day**, where the water temperature inside reaches 212°F. However, due to the uniform Defect, complying with Momcozy's instruction is dangerous as it leads to the Plastic Degradation Hazard.

75. While the KleanPal Pro's steam sterilization function is advertised as and understood by consumers to protect babies from safety and health hazards including killing 99.9% of germs, in reality, the KleanPal Pro is incapable of safely and effectively performing steam sterilization in the manner specifically recommended due to the Defect.

76. Specifically, despite Momcozy's marketing of the KleanPal Pro as having "strategic jet arrangement to reach every angle of bottles, pump parts, and accessories,"¹⁸ as a result of the Defect, in addition to the Plastic Degradation Hazard, the baby bottles, pump parts, and accessories, cannot be held properly in place in order to ensure effective sterilization.

77. Despite knowing that its KleanPal Pro would reach 212°F during the steam sterilization mode, and the consequence of this high temperature, Momcozy **failed to design** the

¹⁷ <https://momcozy.com/collections/bottle-washers/products/momcozy-kleanpal-pro-baby-bottle-washer?variant=44190972772550> (last accessed May 1, 2026).

¹⁸ https://momcozy.com/products/time-saving-cleaning-bundle-kleanpal-pro-bottle-washer-120-cleaning-tablets?utm_source=google&utm_medium=cpc&utm_campaign=cn:kevin-Sale-Pmax-US-%E5%96%82%E5%85%BB%E5%93%81%E7%BA%BF-%E6%B8%85%E6%B4%97%E6%9C%BABS03-10.30|cid:23205058709&utm_content=12:|net:x|pl:|agid:|assetgid:6632767681&utm_term=13:|kw:|mt:|crid:&utm_id=cid:23205058709|srcid:%7bsourceid%7d|pid:|tgid:&gad_source=1&gad_campaignid=23205104324&gbraid=0AAAAAqeXSHzBuC4vyJ2MBU9QKJXVrpFmr&gclid=Cj0KCQjw_IXQBhCkARIsADqELbLm4v1FUGt_wKLEPSHyITKIogvUazlIhx9DeIynwvUwxGVLtGFU-2oaAptoEALw_wcB (last accessed May 1, 2026).

KleanPal Pro with Internal Components made of **materials capable of withstanding these high temperatures.**

78. Although the specific kind of plastic(s) or materials present in the KleanPal Pro are not disclosed by Momcozy, Momcozy does represent that the KleanPal Pro is made of “food-grade, BPA free materials” denoting to reasonable consumers that the materials are above all, safe and will not expose babies to safety or health hazards.

79. Upon information and belief, the Internal Components are composed of “food-grade, BPA free materials” (e.g. polypropylene) that have a softening point, where the **plastic begins to degrade, measuring at the temperatures reached by the KleanPal Pro during normal use and including 212°F during steam sterilization.**

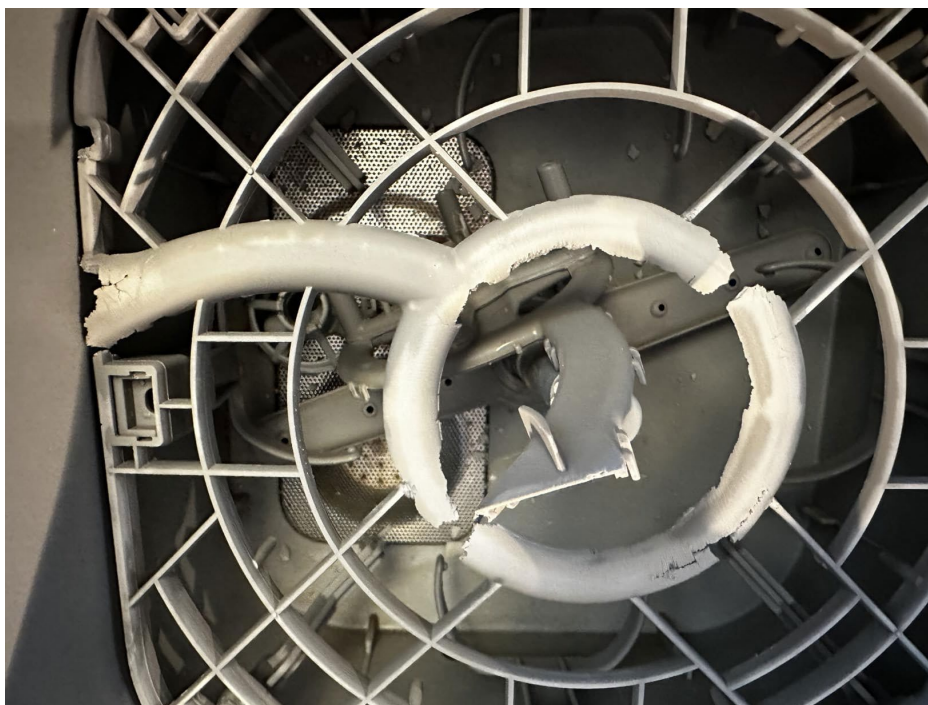
80. Indeed, food-grade plastics are commonly used in kitchen appliances such as dishwashers and baby products, including baby bottles; however, the softening point typically falls between 212°F to 248°F.¹⁹ This is the temperature range where the **material begins to deform under heat and pressure and marks the onset of plastic deformation.**²⁰ This is especially true at the duration and frequency in which the sterilization function is reasonably and foreseeably used, and recommended for use.

81. In its design, manufacture, and production of the KleanPal Pro, Momcozy failed to conduct the testing required to ensure its KleanPal Pro was safe and suitable for its intended purpose and/or conducted inadequate testing, which is not only contrary to its duties as a manufacturer of baby products but is also inconsistent with its Deceptive Safe Baby Product Marketing and reasonable consumer expectations.

¹⁹ <https://www.palmetto-industries.com/polypropylene-melting-point/> (last accessed May 1, 2026).

²⁰ *Id.*

82. Further, as a result of the Defect, the KleanPal Pro's Internal Components quite literally crumble to pieces in a similar way shortly after purchase and regular use. For example, as shown in the below image submitted by a KleanPal Pro purchaser on Amazon.com, the Internal Components degrade, crack, and crumble down into small pieces:



21

83. The Defect is uniform across all KleanPal Pros, exists at the point of purchase, and results in the Plastic Disintegration Hazard as described herein.

84. The Defect uniformly exists in each KleanPal Pro when it comes off the assembly line.

85. Safer alternative designs, including the use of materials in the Internal Components capable of withstanding the high temperatures required for the KleanPal Pro to operate, including during the steam sterilization mode, were available to Momcozy but not utilized.

²¹ https://www.amazon.com/product-reviews/B0CWLHKQNT/ref=acr_dp_hist_1?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews#reviews-filter-bar

86. Despite the availability and feasibility of these other reasonable alternatives, including the use of different designs and materials with regard to the Internal Components, Momcozy intentionally chose to design the KleanPal Pro with Internal Components made of materials incapable of withstanding the temperatures required for the device to perform its essential functions so that it could garner more market share at the expense of consumers.

87. As one of the industry leaders in the baby products market, Momcozy has the resources and learned institutional knowledge to properly and adequately test its KleanPal Pro before injecting it into the nationwide stream of commerce for use by parents and families nationwide.

III. Momcozy's Longstanding Knowledge of the Defect.

88. Manufacturers of baby products, including Momcozy, are well aware of the significant need for pre-market and post-market research and testing of its products for risks and hazards related to safety, such as ingestion of broken pieces of plastic, especially for baby products like the KleanPal Pro that are used for or related to feeding.

89. As the designer and manufacturer responsible for testing and evaluating its product lines, Momcozy has long been aware of the KleanPal Pro's dangerous Defect and the resulting Plastic Degradation Hazard.

90. Further, as detailed above, Momcozy admitted the existence of the Defect and Plastic Degradation Hazard to Plaintiff Toro on February 16, 2026, when Momcozy explicitly stated during a chat conversation via Momcozy.com's chat function "... the tray inside your Momcozy bottle washer may be breaking down due to wear or exposure to high heat, which can cause small plastic pieces to appear in the water."

91. In addition, Momcozy also knew or should have known of the Defect and resulting Plastic Degradation Hazard because numerous consumers submitted complaints to Momcozy, the CPSC, and Momcozy's authorized retailers, urging Momcozy to take action and describing the Plastic Degradation Hazard in horrifying detail. In response to the numerous consumer reports of the Defect and Plastic Degradation Hazard, Momcozy has failed to offer consumers an adequate remedy.

92. For example, on Amazon.com, numerous consumers have reported the Defect to Momcozy. However, despite this alarming outcry from purchasers, Momcozy has neglected to reply to any of the complaints online. See the sample of consumer complaints below submitted on Amazon.com:



Dee May.

★★★★★ **After 2.5 months, brittle plastic is now crumbling**

Reviewed in the United States on June 21, 2025

Verified Purchase

Worked great for 2.5 months. Now we just noticed in the interior plastic tray at the bottom is so brittle it's literally crumbling. I expected better at this price point. I'll be contacting the manufacturer.



22

²² https://www.amazon.com/gp/customer-reviews/RPB1VMFA6H69L/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).



Elise

★★★★★ **Not even 3 months of use before it starts falling apart**

Reviewed in the United States on July 2, 2025

Verified Purchase

Works great for the first 3 months. But my baby isn't even 12 weeks yet and the inside pieces have cracked and broken. I've had a whole spray nozzle on the inside break off. I expect a lot more out of a machine that costs nearly \$300



23



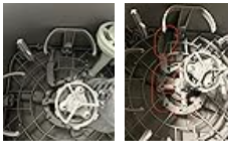
Holly S

★★★★★ **CHEAP PARTS, terrible customer service! Falling apart**

Reviewed in the United States on August 17, 2025

Verified Purchase

Absolutely do not recommend, from terrible customer service to low quality interior parts! Pictures show how the inside of this product is made with the thinnest and cheapest plastic possible! It can not withstand the high temperatures from the washing and steaming. The inside started to disintegrate after just 4 months of use, using only 2-3 times per day. Unacceptable for a product that costs over \$300! I tried numerous times to get in touch with their customer service, they will not answer or call back! Terrible product, do not buy!!!



24

²³ https://www.amazon.com/gp/customer-reviews/R26LAVUPMZQNQZ/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).

²⁴ https://www.amazon.com/gp/customer-reviews/R378YFW1VO7JG3/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).



YeahBoy

**Disintegrating plastic interior**

Reviewed in the United States on September 6, 2025

Verified Purchase

Bought this machine February of this year and use as instructed. Today I decided to clean the interior and notice the plastic is disintegrating - see the pics. How did this pass safety testing especially for a baby product? There is a chance the bottles I fed my baby has plastic pieces from this machine that has been breaking down without me knowing. This company needs to be held accountable for this inferior, unsafe product. I'm livid.



25



Jon H.

**Dangerous. Crumbling plastic into your babies bottles.**

Reviewed in the United States on November 24, 2025

Verified Purchase

I had been washing my babies bottles in this machine only to have noticed later that the machine had literally disintegrated. Highly dangerous and should be recalled.



26

²⁵ https://www.amazon.com/gp/customer-reviews/RQS4G0QLZJGFO/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).

²⁶ https://www.amazon.com/gp/customer-reviews/R3JZZ9FEE44Q33/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).



Luna Cat!!

★★★★★ **SAFETY HAZARD**

Reviewed in the United States on January 11, 2026

Color: White | **Verified Purchase**

I bought mine april 2025 I use it at most twice a day. It's breaking apart i don't think the plastic is meant for high heat now i worry about microplastics in my sons bottle over the last year. This is unacceptable. It's no longer usable less than a year later.



27



Oscar

★★★★★ **Does the job — but won't survive long enough to justify the price.**

Reviewed in the United States on December 24, 2025

This bottle washer does clean bottles and pump parts well and absolutely saved my family time — which is why we kept buying them. But for a ~\$300 product, I expected something built like a tank. Instead, the interior plastic repeatedly cracks from heat and use and ends up unusable long before it should. It's not just my unit — other owners report the same plastic breaking down quickly under normal use.

We went through multiple machines because of this exact failure point. Proper maintenance, careful use, even gentle cleaning didn't stop the cracking. At this price point, durability should not be an afterthought.

If you're okay with replacing it every few months, maybe it's worth it for the time saved. But if you want something that lasts — look elsewhere.



28

93. Recently, on March 11, 2026, one consumer specifically reported on Amazon.com that “[p]ieces of plastic began flaking off from the internal parts that come into contact with the washing environment” and that “[t]his is **extremely alarming for a product designed specifically**

²⁷ https://www.amazon.com/product-reviews/B0CWLHKQNT/ref=cm_cr_arp_d_paging_btm_next_2?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&pageNumber=2#reviews-filter-bar (last accessed May 1, 2026).

²⁸ https://www.amazon.com/gp/customer-reviews/R1REXTR6FN7DKF/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).

for cleaning infant feeding equipment.”²⁹ She went further to explain that parents and caregivers like her, “purchase equipment like this specifically to reduce contamination and keep feeding equipment sanitary [and] [d]iscovering that the machine itself may be introducing contaminants into the wash cycle completely defeats the purpose” as shown in the below screenshot:

 Amazon Customer

★☆☆☆☆ **Great idea, but catastrophic failure — plastic inside disintegrated and likely contaminated bottles**
 Reviewed in the United States on March 11, 2026
 Verified Purchase

I initially loved the Momcozy Baby Bottle Washer. For the first few weeks it felt like one of the best baby products we bought. It saved time, cleaned bottles well, and made the nightly bottle routine dramatically easier. I recommended it to several friends early on.

Unfortunately, that changed completely.

After a period of regular use, the plastic components inside the washer began to visibly degrade and disintegrate. Pieces of plastic began flaking off from the internal parts that come into contact with the washing environment. This is extremely alarming for a product designed specifically for cleaning infant feeding equipment.

At that point the obvious question becomes: where did that degraded plastic go? The answer is very likely into the wash cycle itself. Meaning the bottles, pump parts, and nipples being cleaned in the machine were potentially exposed to microplastics and plastic debris.

For a product marketed for baby items this is simply unacceptable.

We purchase equipment like this specifically to reduce contamination and keep feeding equipment sanitary. Discovering that the machine itself may be introducing contaminants into the wash cycle completely defeats the purpose.

Main concerns:

- Internal plastic components appear to break down with normal use
- Degraded plastic likely circulates in the wash water
- No clear warning, recall, or guidance from the manufacturer
- Potential microplastic exposure to infant feeding equipment

Once we noticed the deterioration, we immediately stopped using the unit. Looking back, it's disturbing to think how many wash cycles may have occurred while the material was slowly degrading.

This isn't just a minor durability issue. This is a potential safety issue involving infant products.

A product intended to clean baby bottles should never have internal materials that visibly disintegrate during normal operation. At minimum, the materials used should be robust enough to withstand repeated heat, detergent, and water exposure without breaking down.

Momcozy needs to address this immediately. At the very least there should be:

- A clear explanation of the materials used inside the machine
- Durability testing for long-term use
- Replacement parts or recall if degradation occurs

Until that happens, I cannot recommend this product to any parent. What initially felt like a fantastic convenience turned into something that raises serious safety concerns.

For a baby product, that is simply unacceptable.



²⁹ https://www.amazon.com/gp/customer-reviews/R3HJ09IXR6IXMW/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8 (last accessed May 1, 2026).

94. Additionally, at least three consumers have reported the Plastic Degradation Hazard caused by the Defect to the CPSC on saferproducts.gov. These reported were sent to Momcozy as reported by the CPSC. Included below are the “Incident Details” for the CPSC reports as well as the photos and snapshots from videos submitted therewith:

Incident Details

Incident Description: I am reporting a safety concern involving a baby bottle washer and dryer "Momcozy KleanPal Pro Baby Bottle Washer and Sterilizer" that appears to be degrading during normal use. After only a few months of typical use, the internal plastic basket and water nozzle components became brittle and broke apart, discovered only upon inspection when the bottles were not coming out clean, looked inside to find broken pieces of plastic from the inner basket. Upon further inspection, I observed a wad of fibrous, fuzzy plastic material lodged in the nozzle, along with more visible fragmentation of plastic components inside the unit. The plastic appears to be breaking down, becoming brittle, and shedding material during normal operation with water, heat, and standard cleaning cycles. This creates a potential safety hazard because the device is used to clean baby bottles and feeding components. Degraded plastic fibers or fragments may be sprayed onto or deposited inside bottles, creating a risk of ingestion of microplastic by infants. Larger fragments could also remain in bottles and pose a choking hazard. In addition, blockage of the nozzle by debris may increase internal pressure and lead to further breakage or unpredictable failure. The product was used under normal conditions. Frequency of use was 2-3 times daily. Detergent used was "Momcozy Official Washing Block for Momcozy KleanPal Pro Baby Bottle Washer, 120 Detergent Tablets". I have photos showing the broken plastic basket, nozzle blockage, and fibrous plastic debris. The product has been retained and is available for inspection if needed. This is not an isolated incident as a quick [REDACTED] search shows dozens of users on [REDACTED] that have similar discerning experiences where their Momcozy bottle washer also broke down with pieces of plastic and nozzles clogged. Search term used was "momcozy bottle washer broke". Given that this product is used in infant feeding preparation, this issue may present an unreasonable risk under normal use and may warrant investigation, safety warning, or recall if confirmed. Around the time I discovered the defect, my baby (10 months old) began to suffer from unidentified source of hives and urticaria, and is currently undergoing medical treatment to identify the cause. There are also reports of similar safety concerns or recalls involving plastic degradation or contamination risks in infant-related products in Korea, which caused nationwide recall and investigation into the accidental ingestion of microplastics in infants. The brands recalled in Korea were called [REDACTED] and it is highly suspected by many consumers that Momcozy, [REDACTED], along with other brands of popular baby bottle washer machines, are all produced by the same manufactures in China.

Incident Date: 3/22/2026

Incident Location: Home/Apartment/Condominium

30

³⁰ <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=5961258> (last accessed May 1, 2026).

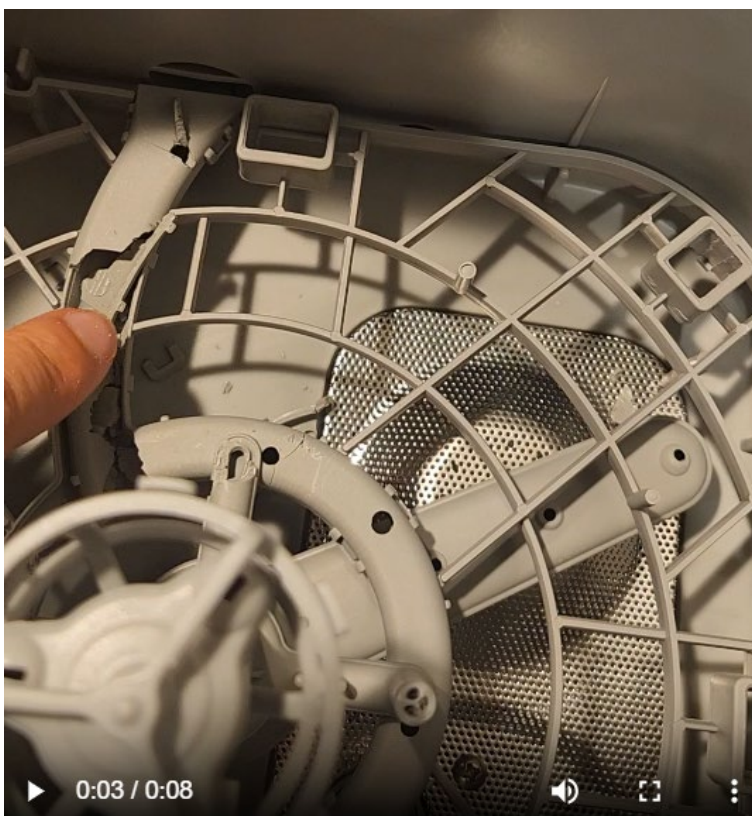
Incident Details

Incident Description: Momcozy KleanPal Pro Baby Bottle Washer, Sterilizer & Dryer inner washer jet system started to disintegrate after 4 months of regular use. Regular use is running it once a day on the following settings : standard clean, sterilize, and storage. Washer was used with MomCozy washing tablets made for the washer. Upon inspection, bottles were covered in tiny plastics. Child consumed those tiny plastic pieces and likely injected any microplastics. I only saw the issue once I took a bottle out of the washer and the jet had broke. I touched the plastic to see why it broke and it crumbled in my hand. This issue had to of been going on for months without me noticing, exposing my infant to microplastics. I only noticed the breakage on 2/21/2026 but had been using the machine for 4 months. Who knows how long the machine was releasing microplastics onto my child's bottles. The plastic that crumbled is like dust. It feels like sand and it was all over the bottles/nipples. I tried to photo is and attach them to their report. This is not an isolated incident. The company is aware of this issue and many parents took to Reddit to share their stories. Why hasn't MomCozy issued a recall knowing their product is exposing infants to microplastics?

Incident Date: 2/21/2026

Incident Location: Home/Apartment/Condominium

31



32

³¹ <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=5917849> (last accessed May 1, 2026).

³² Video of lower shelf cracking and crumbling into pieces available here: <https://www.saferproducts.gov/Common/DisplayDocument?documentId=4084959> (last accessed May 1, 2026).

Incident Details

Incident Description: While cleaning my Momcozy KleanPal Pro Baby Bottle Washer and Sterilizer, I noticed the bottom plastic components were starting to disintegrate and broken pieces of plastic were visible on the bottom of the machine after less than 5 months of use. A quick internet search showed it was not a unique problem.

Incident Date: 10/24/2025

Incident Location: Home/Apartment/Condominium

33



95. Companies like Momcozy regularly monitor online reviews regarding its KleanPal Pro. Momcozy monitored these reviews and was aware of the Plastic Degradation Hazard associated with the KleanPal Pro.

96. Momcozy has a duty to disclose the Defect and to not conceal the Defect from Plaintiffs and Class Members. Momcozy's failure to disclose, or active concealment of, the Defect places Plaintiffs and Class Members' babies at risk of serious injury.

³³ <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=5702897> (last accessed May 1, 2026).

97. Nevertheless, Momcozy is currently still selling the KleanPal Pro and falsely representing it as safe and suitable for its intended purpose including steam sterilization when it knows that the KleanPal Pro cannot comply with that promise due to the Defect and will, instead, result in the Plastic Degradation Hazard.

IV. Momcozy's Warranties

A. Momcozy Makes Express and Implied Warranties Directly to Plaintiffs and Class Members.

98. Momcozy expressly and impliedly warrants, via its Deceptive Baby Product Marketing and its user manuals, advertisements, pamphlets, brochures, circulars, samples, and/or models, that the KleanPal Pro is fit for the ordinary purpose for which it is sold.

99. Indeed, on the KleanPal Pro webpage on Momcozy's website, Momcozy touts that "[a]t Momcozy, we want you to feel confident in your purchase. That's why we offer a 1-year warranty ..." and directs consumers to its warranty webpage.³⁴ Momcozy's limited one-year warranty specifically states that it "[c]overs failures caused by non-human factors."³⁵ The warranty includes a number of exclusions, which are not applicable, including "Products purchased through unofficial channels."³⁶

³⁴ https://momcozy.com/products/momcozy-kleanpal-pro-baby-bottle-washer?variant=44442431914182&utm_source=google&utm_medium=cpc&utm_campaign=Multifeeds-2.18-US&utm_content=Momcozy+KleanPal+Pro+Baby+Bottle+Washer+and+Sterilizer&tw_source=google&tw_adid=&tw_campaign=21392904371&tw_kwdid=&gad_source=1&gad_campaignid=21386593620&gbraid=0AAAAAqeXSHztG6DkqL6KsLdSORRqgO-MP&gclid=Cj0KCQjwmunNBhDbARIsAOndKpl61Ot9Cp2AGisAQI7vWY_X2BWlirtuFkgNWSgmqNoPfAsbXcIOAuwaAgG3EALw_wcB (last accessed May 1, 2026).

³⁵ <https://momcozy.com/pages/warranty-policy> (last accessed May 1, 2026).

³⁶ *Id.*

100. Momcozy plainly represents and recommends to consumers, “[s]imply keep your proof of purchase and contact us if you experience any issues within the warranty period. We’ll work with you to find a solution, whether it’s a repair, replacement, or refund.”³⁷

101. However, as described herein, the KleanPal Pro contains a uniform Defect prior to and at the time of purchase causing the KleanPal Pro to commonly and consistently fail in its primary purpose.

102. Prior to purchasing the KleanPal Pro, Plaintiffs and other Class Members did not know that the KleanPal Pro had the Defect that, contrary to Momcozy’s Deceptive Safe Baby Product Marketing, would lead to the Plastic Degradation Hazard rendering the KleanPal Pro unusable and unsafe. Consumers had no reason to know that the Deceptive Safe Baby Product Marketing was deceptive or misleading, and that the KleanPal Pro contained the Defect resulting in the Plastic Degradation Hazard in which the Internal Components would crumble to pieces.

103. Further, when consumers, including Plaintiffs, make warranty claims related to the KleanPal Pro’s Defect and Plastic Degradation Hazard, the claims are improperly handled, including Momcozy replacing the defective KleanPal Pro and/or its Internal Component(s) with another uniformly defective KleanPal Pro and/or Internal Component(s).

³⁷ https://momcozy.com/products/momcozy-kleanpal-pro-baby-bottle-washer?variant=44442431914182&utm_source=google&utm_medium=cpc&utm_campaign=Multifeeds-2.18-US&utm_content=Momcozy+KleanPal+Pro+Baby+Bottle+Washer+and+Sterilizer&tw_source=google&tw_adid=&tw_campaign=21392904371&tw_kwdid=&gad_source=1&gad_campaignid=21386593620&gbraid=0AAAAAqeXSHztG6DkqL6KsLdSORRqgO-MP&gclid=Cj0KCQjwmunNBhDbARIsAONDkpl61Ot9Cp2AGisAQI7vWY_X2BWLirtuFkgNWSgmqNoPfAsbXcIOAuwaAgG3EALw_wcB (last accessed May 1, 2026).

104. Momcozy clearly intended its warranties to apply directly to these consumers, including Plaintiffs and Class Members, as they are the parents and caregivers who trust and depend on the Momcozy to provide safe and reliable baby products including the KleanPal Pro.

105. Momcozy's manifest intent that its warranties apply to Plaintiffs and Class Members as intended beneficiaries is evident from the statements contained in its products literature, including its warranty, which begins the date of the consumers' purchases and excludes second-hand products.

106. Likewise, it was reasonably foreseeable that Plaintiffs and consumer Class Members would be the intended beneficiaries of the KleanPal Pro and Momcozy's warranties.

B. Momcozy's Express and Implied Warranties Are Unconscionable and Fail of Their Essential Purpose

107. The express and implied warranties relating to the KleanPal Pro are collectively and individually the result of surprise and oppression and are so one-sided and overly harsh such that they are both procedurally and substantively unconscionable.

108. Specifically, the warranty³⁸ is both procedurally and substantively unconscionable as follows:

- a. In its exclusion of coverage of "[n]ormal wear and tear, including parts that may wear down over time (e.g., batteries, breast pump accessories), accidental

³⁸ https://momcozy.com/pages/warranty-policy?utm_source=google&utm_medium=cpc&utm_campaign=cn:|cid:23697031343&utm_content=l2:|net:x|pl:|agid:|assetgid:6693463788&utm_term=l3:|kw:|mt:|crid:&utm_id=cid:23697031343|srcid:{sourceid}|pid:|tgid:&gad_source=1&gad_campaignid=23691721395&gbraid=0AAA AAqeXSHwpQK_4J8LaBixUfxefTzJl9&gclid=Cj0KCQjwh-HPBhCIARIsAC0p3cd6C_C2qOZtVS-1AqssozHiq86DkKdXMQDmjLUmJbBjgVrjOsdj5Q4aAnjoEALw_wcB (last accessed May 1, 2026).

damage, and misuse,” despite knowing that the KleanPal Pro contains the Defect that can and has caused premature failure of the KleanPal Pro;

- b. In including and offering “a replacement of the same model” as the primary warranty remedy despite knowing that the “same model” contains the Defect that can and has caused premature failure of the KleanPal Pro;
- c. In requiring consumers to “provide photos or videos of the issue” as a condition of satisfying the warranty and a basis for denying warranty claims when Plaintiffs and Class Members have no reason to suspect that they would need to take photos of the KleanPal Pro due to Momcozy’s Safe Baby Product Marketing;
- d. Momcozy knew or should have known of the Defect in its KleanPal Pro prior to and at the time of sale of the KleanPal Pro to consumers, including from the online consumer complaints and warranty claims made directly to Momcozy;
- e. Momcozy was in a superior position to know of, remedy, and disclose the Defect in its KleanPal Pro to Plaintiffs and Class Members, who could not have known of the Defect at the time of purchase;
- f. Plaintiffs and Class Members had no bargaining power as they were unable to negotiate the terms of the warranty, including limitations or disclaimers contained therein. This is further evidenced by the fact that the complete warranty is not even included in the KleanPal Pro’s user manual, and instead, it is referenced on one page as described herein, which therefore demonstrates the warranty is non-negotiable prior to or at the time of purchase;

- g. Plaintiffs and Class Members had no meaningful choice in choosing another brand of bottle washer and sterilizer, as any other reputable brand would likewise have warranties containing the same or similar terms and limitations;
- h. Momcozy abused the special relationship it created with consumers through its Deceptive Safe Baby Product Marketing and through its design, manufacture, marketing, and sale of the KleanPal Pro as a product specifically safe and suitable for its intended purposes, including steam sterilization, such that consumers had no choice other than to trust Momcozy's representations and thus accept the terms of the warranties;
- i. Plaintiffs and Class Members had no ability to discover the Defect at the time of sale due to the latency of the Defect, and without being an expert on material selection and design of baby bottle washers and sterilizers;
- j. The durational limitations as well as the limited relief provided in the warranty are grossly inadequate to protect Plaintiffs and Class Members from the Defect;
- k. Momcozy was in breach of the warranty at the time Plaintiffs and Class Members purchased the KleanPal Pro because it was defective when it comes off the assembly line. Thus, at the time the defective KleanPal Pro was sold to consumers, Momcozy was already in violation of the express warranty;
- l. Momcozy sold the KleanPal Pro with knowledge of the Defect and of the fact that it may not be visible until after the KleanPal Pro is in use and thus, posing serious safety concerns to babies;

- m. Momcozy sold the KleanPal Pro knowing that it was replacing it or its Internal Component(s) with an equally defective KleanPal Pro or Internal Component(s) that would fail or would likely fail;
- n. Momcozy sold the KleanPal Pro knowing that it was not capable of being repaired or replaced with a non-defective KleanPal Pro or Internal Component(s) within the warranty period, or thereafter;
- o. Plaintiffs and Class Members would have negotiated better terms in the purchase of its KleanPal Pro and warranty had they been aware of the Defect, and been able to negotiate such terms; and
- p. The terms of the warranty unreasonably favor Momcozy over Plaintiffs and Class Members.

109. Extended product warranties are not available for purchase, and thus, the consumers have little choice but to accept the limited terms of the original warranty.

110. In addition, the warranty fails of its essential purpose in that (1) the Defect exists at the time the KleanPal Pro leaves the manufacturing facility; (2) Momcozy fails to disclose its knowledge of the Defect when contacted by customers about the KleanPal Pro's failures; and (3) Momcozy only offers to replace the defective KleanPal Pro and/or Internal Components with an equally defective KleanPal Pro and/or Internal Components.

111. Specifically, in its course of business, when Momcozy receives complaints from consumers, it responds by offering a discount on the purchase of a replacement KleanPal Pro and/or Internal Component(s); and/or providing a replacement KleanPal Pro and/or Internal Component(s); however, the replacement KleanPal Pro and/or Internal Component(s) likewise

contains the same Defect, resulting in the same Plastic Degradation Hazard and safety risks to babies and the same or similar damages can and do occur.

112. Accordingly, recovery by Plaintiffs and Class Members is not restricted to the promises in any written warranties, and they seek all remedies that may be allowed.

113. The warranty seeks to limit Plaintiffs' and Class Members' rights to seek incidental, special, consequential, and economic damages for nonperformance or inability to use the KleanPal Pro, which, in essence, guarantees nothing about the performance of the KleanPal Pro.

V. Injury to the Public At-Large, the Potential for Future Harm, and Need for Injunctive Relief

114. Momcozy's wrongful conduct harms the public-at-large.

115. Namely, by misrepresenting the KleanPal Pro as safe and suitable for its intended purpose and multiple functions, including sterilization, and by failing to disclose that the KleanPal Pro contains a Defect leading to the Plastic Degradation Hazard, exposing babies to serious health and safety risks, the harm extends to all Class Members and consumers who may purchase the KleanPal Pro.

116. In addition, because Momcozy continues to market and sell the KleanPal Pro as described herein, Momcozy's actions pose an ongoing risk to the public.

117. As such, a public injunction is necessary to enjoin Momcozy's continued harm of consumers and the public-at-large.

118. Similarly, should Momcozy not be enjoined from its unlawful and deceptive conduct, Plaintiffs and Class Members face the potential for irreparable future harm, including purchasing the KleanPal Pro which is not safe nor suitable for its intended use including steam sterilization.

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

119. Although Momcozy is in the best position to know what content it placed on its marketing materials during the relevant timeframe, and the knowledge that it had regarding the Defect and resulting Plastic Degradation Hazard, and its failure to disclose them, to the extent necessary, Plaintiffs satisfy the requirements of Rule 9(b) by alleging the following facts with particularity:

120. **Who:** Momcozy makes affirmative representations and material omissions of fact through its Deceptive Baby Product Marketing regarding the safety and suitability of the KleanPal Pro for its intended purpose in direct opposition to the Plastic Degradation Hazard presented by the KleanPal Pro. Momcozy disseminates its Deceptive Baby Product Marketing through all of its marketing channels.

121. **What:** Momcozy's conduct here was, and continues to be, fraudulent because it misrepresents the KleanPal Pro while omitting and concealing that the KleanPal Pro contains the dangerous Defect and resulting Plastic Degradation Hazard. Momcozy's conduct deceived Plaintiffs and the Class into believing that the KleanPal Pro was safe and suitable for its intended purpose and multiple functions including sterilization, was not defective, and did not pose a Plastic Degradation Hazard. Momcozy knew, or should have known, that this information is material to reasonable consumers, including Plaintiffs and the Class, in making their purchasing decisions. However, Momcozy omits any warning that the KleanPal Pro is dangerously defective, leading to the Plastic Degradation Hazard, and thus, is incapable of conforming to Momcozy's representations about its safety and suitability for its intended purpose and multiple functions including sterilization. No reasonable consumer would expect that the KleanPal Pro poses the Plastic Degradation Hazard.

122. **When:** Momcozy made the Deceptive Baby Product Marketing, detailed herein, during the class period and prior to and at the point of sale, leaving Plaintiffs and the Class unaware of the Plastic Degradation Hazard prior to purchasing the KleanPal Pro.

123. **Where:** Momcozy's Deceptive Baby Product Marketing is made on its website, Momcozy.com, the Momcozy Store at Amazon.com, and the websites of its authorized retailers including Walmart.com, Target.com, Kohls.com, Dillards.com, BabyList.com, Nordstrom, and TikTok shop at Shop.tiktok.com and through Momcozy's social media, in written and electronic form. Momcozy also uniformly failed to disclose the Defect and Plastic Degradation Hazard on these forums.

124. **How:** Momcozy engaged in its Deceptive Baby Product Marketing, including its affirmative representations and material omissions of the Defect and resulting Plastic Degradation Hazard, in written and electronic form, including visual representations, marketing the KleanPal Pro as safe and suitable for its intended purpose and multiple functions including sterilization, through its marketing channels on its website, Momcozy.com, the Momcozy Store at Amazon.com, and the websites of its authorized retailers including Walmart.com, Target.com, Kohls.com, Dillards.com, BabyList.com, Nordstrom, and TikTok shop at Shop.tiktok.com as well as through Momcozy's social media.

125. **Why:** Momcozy engaged in its Deceptive Baby Product Marketing, including its affirmative representations and material omissions of the Defect and resulting Plastic Degradation Hazard for the express purpose of inducing Plaintiffs and the Class to purchase the KleanPal Pro, the effect of which was that Momcozy profited by selling the KleanPal Pro to many thousands of consumers.

126. **Injury:** Plaintiffs and the Class purchased, or paid more for, the KleanPal Pro when they otherwise would not have absent Momcozy's Deceptive Baby Product Marketing and material omissions regarding the Defect described herein. Consumers continue to suffer economic harm because the KleanPal Pro is still in American homes and poses the Plastic Degradation Hazard to babies.

CLASS ACTION ALLEGATIONS

127. Plaintiffs Adinolfi and Toro bring this action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and the Members of the following proposed New York class ("**New York Class**"):

During the fullest period allowed by law, all persons who purchased a KleanPal Pro from Defendant or an authorized retailer in the State of State York for personal use and not for resale.

128. Plaintiffs Adinolfi and Toro bring this action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves 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 KleanPal Pro from Defendant or an authorized retailer in the state of state of California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, and Washington³⁹ for personal use and not for resale.

³⁹ While discovery may alter the following, Plaintiffs seek to certify a Multi-State Consumer Protection Class consisting of persons in the following states (and implicating the following statutes): California (Civil Code §§ 1750, *et seq.*), (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), and (Cal. Bus. & Prof. Code §§ 17500, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Illinois (815 ICLS § 505/1, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); New Jersey (N.J. Stat. § 56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law § 349, *et seq.*); and Washington (Wash. Rev. Code § 19.86.010, *et seq.*). *See Langan v. Johnson & Johnson Consumer Companies, Inc.*, 897 F.3d 88, 96 (2d Cir. 2018); *Mancuso v. RFA Brands, LLC*, 454 F. Supp. 3d 197, 201, 204 (W.D.N.Y. 2020); *see also Benson v. Newell Brands, Inc.*, No. 19 C 6836, 2021 WL 5321510, *9-10 (N.D. Ill. Nov. 16, 2021) (certifying a similar multi-state consumer protection class).

129. Excluded from the Class are: (i) Momcozy, any entity in which any Momcozy has a controlling interest or which has a controlling interest in any Momcozy, and Momcozy's legal representatives, predecessors, successors, and assigns; (ii) governmental entities; (iii) Momcozy's employees, officers, directors, agents, and representatives and their family members; (iv) all persons who make a timely election to be excluded from the class; and (v) the Judge and staff to whom this case is assigned, and any member of the Judge's immediate family.

130. Plaintiffs reserve the right to modify or amend the definition of the proposed Classes before the Court determines whether class certification is appropriate.

131. **Numerosity:** Members of each Class are so numerous and geographically dispersed that individual joinder of all Class Members is impracticable. While the exact number of Class Members is unknown to Plaintiffs at this time, it is in the exclusive control of Momcozy and is ascertainable by appropriate discovery. Plaintiffs are informed and believe, based upon the nature of the trade and commerce involved, that the proposed Classes includes thousands of persons such that joinder of all Class Members is impracticable.

132. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual class members. Common legal and factual questions include, but are not limited to:

- A. Whether Momcozy's course of conduct alleged herein violates the statutory and common law claims pled in this Class Action Complaint;
- B. Whether Momcozy's Deceptive Safe Baby Product Marketing is misleading and deceptive;
- C. Whether Momcozy omitted or failed to disclose material information to Plaintiffs and Class Members regarding the KleanPal Pro;

- D. Whether Momcozy's KleanPal Pro contains the Defect;
- E. Whether Momcozy knew or should have known of the Defect;
- F. Whether Momcozy had a duty to disclose the Defect;
- G. Whether Momcozy failed to adequately warn Plaintiffs and Class Members that the KleanPal Pro contains the Defect;
- H. Whether Momcozy was unjustly enriched at the expense of Plaintiffs and members of the Classes in connection with selling the KleanPal Pro with the Defect;
- I. Whether Momcozy's conduct was unfair or illegal;
- J. Whether Momcozy's conduct violates public policy;
- K. Whether Plaintiffs and putative members of the class suffered an ascertainable loss of monies or property or other value as a result of Momcozy's acts and omissions, and the proper measure of their losses;
- L. Whether Plaintiffs and Class Members are entitled to damages, including compensatory, exemplary, and statutory damages, and the amount and nature of such damages; and
- M. Whether Plaintiffs and the Members of each Class are entitled to declaratory, equitable or injunctive relief, and/or other relief, and the scope of such relief.

133. **Typicality:** Plaintiffs' claims are typical of the other Class Members because Plaintiffs, as well as Class Members, purchased the KleanPal Pro and relied on Momcozy's Deceptive Baby Product Marketing of the KleanPal Pro prior to and at the time of the purchase. Plaintiffs and Class Members all suffered the same harm as a result of Momcozy's uniform, false,

deceptive, and misleading acts and practices in the sale of its KleanPal Pro. By advancing their claims, Plaintiffs will also advance the claims of all Class Members because Momcozy's unlawful conduct caused and continues to cause Class Members to suffer similar harm.

134. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the proposed Classes as their interests do not conflict with the interests of the Members of the proposed Classes they seek to represent, and they have retained counsel competent and experienced in class action litigation. Thus, the interests of the Members of the Classes will be fairly and adequately protected by Plaintiffs and their counsel.

135. **Superiority:** A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in the Class Action Complaint. Further, because the damages suffered by any individual Class Member may be relatively modest in relation to the cost of litigation, the expense and burden of individual litigation make it difficult, if not impossible. Furthermore, many of the Class Members may be unaware that claims exist against Momcozy. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. Individualized litigation creates potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Furthermore, Momcozy

transacts substantial business in New York and will not be prejudiced or inconvenienced by the maintenance of this class action in this forum.

136. **Declaratory and Injunctive Relief:** Pursuant to Rule 23(b)(2), declaratory and injunctive relief is appropriate in this matter. Momcozy has acted, or refused to act, on grounds generally applicable to Plaintiffs and the other Class Members, thereby making appropriate final injunctive relief and declaratory relief, as described herein, with respect to the Class Members as a whole. Unless a class-wide injunction is issued, Momcozy will continue to have its KleanPal Pro sold and further, consumers will continue to use the dangerously defective KleanPal Pro unknowingly, as described throughout this Class Action Complaint. Members of the Classes will continue to be misled, harmed, and denied their rights under the law. Plaintiffs and the Classes do not have an adequate remedy at law because damages alone will not stop Momcozy's unlawful conduct. Additionally, Plaintiffs seek restitution if monetary damages are not available. But even if damages were available, such relief would not be adequate to address the injury suffered by Plaintiffs and the Classes.

CLAIMS FOR RELIEF

COUNT I

New York General Business Law § 349 (On Behalf of Plaintiffs, individually, and the New York Class)

137. Plaintiffs, individually and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

138. This Count is brought on behalf of Plaintiffs, individually, and the New York Class for violation of the New York General Business Law § 349 ("GBL § 349"), which prohibits "[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state."

139. GBL § 349(h) provides that “any person who has been injured by reason of any violation of this section may bring . . . an action to recover his actual damages or fifty dollars, whichever is greater.”

140. GBL § 349(h) further provides that “[t]he court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the defendant willfully or knowingly violated this section,” and that “[t]he court may award reasonable attorney’s fees to a prevailing plaintiff.”

141. Momcozy’s design, manufacture, distribution, marketing, advertising, labeling, and sale of the KleanPal Pro constitutes “business, trade or commerce” under GBL §349(a).

142. Momcozy’s conduct violates GBL § 349 because Momcozy engaged in the deceptive acts and practices described herein.

143. Momcozy’s violation of GBL §349 was willful and knowing.

144. The Plaintiffs and members of the New York Class are consumers who purchased the KleanPal Pro from Momcozy for their personal use.

145. As described herein, prior to and after distributing the KleanPal Pro into the consumer marketplace, Momcozy knew that the KleanPal Pro was not safe or suitable for its advertised functions and instead, contained a dangerous Defect. Nonetheless, Momcozy, through its Deceptive Safe Baby Product Marketing continued to sell the KleanPal Pro in order to increase its own profits.

146. Momcozy’s improper consumer-oriented conduct is misleading in a material way in that it, *inter alia*, induced Plaintiffs and members of the New York Class to purchase and pay a premium for the KleanPal Pro.

147. Momcozy's Deceptive Safe Baby Product Marketing including its omission of the dangerous Defect and Plastic Degradation Hazard and materially misleading statements, was directed at the public at large, including Plaintiffs and members of the New York Class.

148. Momcozy's actions impact the public interest because Plaintiffs and members of the New York Class have been injured in exactly the same way as thousands of other consumers by Momcozy's deceptive acts and practices as described herein.

149. Momcozy's acts and practices described above were likely to mislead a reasonable consumer acting reasonably under the circumstances, including Plaintiffs and members of the Class.

150. Momcozy's misrepresentations, misleading statements, and omissions were material to Plaintiffs and members of the New York Class.

151. Momcozy's actions are the direct, foreseeable, and proximate cause of the damages that Plaintiffs and members of the New York Class sustained from having paid for and used the KleanPal Pro.

152. Before placing the KleanPal Pro into the stream of commerce and into the hands of consumers, including Plaintiffs and members of the New York Class, Momcozy knew or should have known that the KleanPal Pro had a serious Defect, and was otherwise not able to safely or reliably function as intended and created a serious risk to injury of the user, but Momcozy omitted and concealed this material fact to consumers by continuing to place the KleanPal Pro into the stream of commerce without any notice or disclosure of the material Defect.

153. Momcozy is aware that all consumers who purchased the KleanPal Pro were exposed to and would be affected by its misrepresentations and omissions and would reasonably believe that the KleanPal Pro safely and reliably functioned and was safe for use by the user, and

that Momcozy's marketing materials, including representations and omissions, were otherwise accurate.

154. As a result of its unfair, unconscionable, and/or deceptive acts and practices, Momcozy was able to charge more for the KleanPal Pro than what the product is worth.

155. Plaintiffs and members of the New York Class have been injured in that they paid a premium for KleanPal Pro in reliance on Momcozy's pervasive and uniform Deceptive Safe Baby Product Marketing campaign, but contrary to Momcozy's promises, they received a dangerously defective KleanPal Pro, which fails prematurely and leads to the Plastic Degradation Hazard.

156. Had Plaintiffs and Class Members known about the true nature of the KleanPal Pro at the time of purchase, they would not have purchased it on the same terms or for the same price, or would have paid significantly less for the KleanPal Pro. Accordingly, Plaintiffs and members of the New York Class received less than what they bargained and/or paid for.

157. Momcozy made misrepresentations and material omissions through its Deceptive Safe Baby Product Marketing, and sold the KleanPal Pro despite the fact that it contained the Defect, willfully, wantonly, and with reckless disregard for the truth.

158. Plaintiffs and members of the New York Class seek statutory damages available under New York Gen. Bus. L. § 349, among other relief.

159. As a direct and proximate result of Momcozy's conduct in violation of GBL § 349, Plaintiffs and members of the New York Class have been injured in an amount to be proven at trial, with a statutory minimum of fifty dollars per Class member. Because Momcozy's violations were knowing and willful, Plaintiffs and members of the New York Class are entitled to treble damages under GBL § 349(h).

160. Plaintiffs and members of the New York Class seek equitable and injunctive relief against Momcozy on terms that the Court considers reasonable.

161. Additionally, pursuant to GBL § 349, Plaintiffs and members of the New York Class seek attorneys' fees and costs.

162. Plaintiffs and members of the New York Class seek all available relief under GBL § 349.

COUNT II

New York General Business Law § 350

(On Behalf of Plaintiffs, individually, and the New York Class)

163. Plaintiffs, individually and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

164. This Count is brought on behalf of Plaintiffs, individually, and the New York Class for violation of the New York General Business Law § 350 ("GBL § 350"), which provides, in part, as follows:

"False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful."

165. GBL § 350-a(1) provides, in part, as follows:

The term 'false advertising' means advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual.

166. In its sale of goods throughout the State of New York, Momcozy conducts business and trade within the meaning and intendment of GBL § 350.

167. Momcozy engaged in consumer-oriented conduct that is deceptive or misleading in a material way that constitutes false advertising in violation of GBL § 350.

168. Plaintiffs and members of the New York Class are consumers who purchased KleanPal Pro from Momcozy for their personal use.

169. By the acts and conduct alleged herein, Momcozy engaged in deceptive, unfair, and misleading acts and practices.

170. Through its Deceptive Safe Baby Product Marketing, Momcozy misrepresented, omitted, concealed, and failed to disclose material facts regarding the reliability, safety, and performance of the KleanPal Pro, as detailed herein.

171. More specifically, Momcozy misrepresented through its pervasive and uniform Deceptive Safe Baby Product Marketing, made to the public including Plaintiffs and the members of the New York Class, that the KleanPal Pro was safe and suitable for its advertised functions, including steam sterilization. These representations are false and misleading because the KleanPal Pro contains the Defect resulting in the Plastic Degradation Hazard.

172. Momcozy made or caused to be made and disseminated throughout New York, advertising, marketing, and other publications containing statements in its Deceptive Safe Baby Product Marketing that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Momcozy, to be untrue and misleading to consumers, including the Plaintiffs and members of the New York Class. Examples of these statements and advertisements regarding Momcozy's Deceptive Safe Baby Product Marketing are detailed herein.

173. Because Momcozy disseminated misleading information and omitted material information regarding the KleanPal Pro, and Momcozy know, or should have known through the

exercise of reasonable care that its Deceptive Safe Baby Product Marketing was misleading, Momcozy violated the GBL §350.

174. Momcozy's misrepresentations, concealments, omissions, and suppressions of material facts had a tendency or capacity to mislead and create a false impression in consumers and were likely to and did in fact deceive reasonable consumers, including the Plaintiffs and members of the New York Class, about the true safety and reliability of KleanPal Pro, the quality of Defendant's Momcozy brand, and the true value of the KleanPal Pro.

175. Momcozy's violations present a continuing risk to the Plaintiffs and members of the New York Class, as well as to the general public. Momcozy's unlawful acts and practices complained of herein affect the public interest.

176. The KleanPal Pro was dangerously defective and posed Plastic Degradation Hazard at the time of purchase and no reasonable consumer would believe, in light of the Plastic Degradation Hazard, that the KleanPal Pro was merchantable or fit for the ordinary purposes for which it was used and sold or was not otherwise injurious to consumers.

177. At the time of its sale and marketing of the KleanPal Pro, including at the time of the Deceptive Safe Baby Product Marketing, Momcozy was aware of the Defect and Plastic Degradation Hazard. Momcozy concealed, omitted, and failed to disclose this information to Plaintiffs and members of the New York Class.

178. Momcozy's Deceptive Safe Baby Product Marketing regarding the KleanPal Pro was false, misleading, and likely to deceive Plaintiffs and other reasonable consumers.

179. Had Plaintiffs and members of the New York Class known about the true nature of the KleanPal Pro at the time of purchase, they would not have purchased them on the same terms

or for the same price, or would have paid significantly less for the KleanPal Pro. Instead, because of Deceptive Safe Baby Product Marketing, they paid a price premium.

180. Accordingly, Plaintiffs and members of the New York Class received less than what they bargained and/or paid for and paid a price premium for the KleanPal Pro.

181. As a result of Momcozy's unlawful and deceptive acts and practices, Plaintiffs and members of the New York Class are entitled to monetary, compensatory, statutory, treble, and punitive damages, restitution and disgorgement of all money obtained by means of Momcozy's unlawful conduct, interest and attorneys' fees and costs.

182. Further, Plaintiffs and members of the New York Class, seek statutory damages available under GBL § 350, and all available relief under GBL § 350.

COUNT III
Violation of State Consumer Protection Statutes
(On Behalf of Plaintiffs, individually, and the Multi-State Consumer Protection Class)

183. Plaintiffs, individually and on behalf of the Multi-State Consumer Protection Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

184. Plaintiffs and members of the Multi-State Class have been injured as a result of Momcozy's violations of the state consumer protection statutes listed above in paragraph 143 and footnote 39, which also provide a basis for redress to Plaintiffs and members of the Multi-State Class based on Momcozy's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

185. As described herein, prior to and after distributing the KleanPal Pro into the consumer marketplace, Momcozy knew that the KleanPal Pro was not safe and suitable for its advertised functions, including steam sterilization. Specifically, Momcozy knew that the KleanPal

Pro contained the Defect leading to the Plastic Degradation Hazard. However, Momcozy omitted this material information from consumers in its marketing of the KleanPal Pro. Nonetheless, Momcozy, through its Deceptive Safe Baby Product Marketing detailed herein, continued to sell the KleanPal Pro in the United States in order to increase its own profits, and garner market share, while putting babies at risk of serious harm including plastic ingestion.

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

187. Momcozy violated the Multi-State Consumer Protection Class states' unfair and deceptive acts and practices laws by misrepresenting, omitting, concealing, and failing to disclose material facts regarding the reliability, safety, and performance of the KleanPal Pro, as detailed herein.

188. More specifically, Momcozy misrepresented through its pervasive and uniform Deceptive Safe Baby Product Marketing campaign, that the KleanPal Pro was safe and suitable for each of its advertised functions, including steam sterilization, but in fact, the KleanPal Pro presented a dangerous Plastic Degradation Hazard.

189. Momcozy's misrepresentations and omissions were material to Plaintiffs' and members of the Multi-State Class's decision to purchase the KleanPal Pro or pay a premium for them.

190. Momcozy made its untrue and/or deceptive and misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

191. As a result of Momcozy's Deceptive Safe Baby Product Marketing and violations of the aforementioned states' unfair and deceptive practices laws, Plaintiffs and members of the Multi-State Class paid a premium for the KleanPal Pro.

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

COUNT IV
Breach of Express Warranty
(N.Y. U.C.C. Law § 2-313)
(On Behalf of Plaintiffs, individually, and the New York Class)

193. Plaintiffs, individually and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

194. Momcozy is and was at all relevant times a "merchant" with respect to the KleanPal Pro under N.Y. U.C.C. Law § 2-104(1), and a "seller" of the KleanPal Pro under § 2-103(1)(d). Momcozy sold its KleanPal Pro directly to Plaintiffs and Class Members through its storefront on Amazon.com, the Momcozy Store and through its website as well as through authorized retailers.

195. Plaintiffs and all New York Class Members who purchased the KleanPal Pro in New York are "buyers" within the meaning of N.Y. U.C.C. Law § 2-103(1)(a).

196. The KleanPal Pro is and was at all relevant times a "good" within the meaning of N.Y. U.C.C. Law § 2-105(1).

197. In connection with the purchase of all KleanPal Pro, Momcozy provided Plaintiffs and Class Members with written express warranties including not only the warranty as described herein, but also the material misrepresentations that the KleanPal Pro was safe and suitable for its

intended purpose including steam sterilization also detailed herein. Further, Momcozy expressly warranted that the KleanPal Pro was free from defects, at the time of purchase.

198. Momcozy's warranty representations are made online, on its packaging, through its user manual, which references the warranty on page 4 at number 13, and through the warranty.

199. Momcozy's express warranties formed the basis of the bargain that was reached when the Plaintiffs and Class Members purchased the KleanPal Pro. As described herein, the express written warranties covering the KleanPal Pro was a material part of the bargain between Momcozy and consumers. At the time it made these express warranties, Momcozy knew of the purpose for which the KleanPal Pro was to be used.

200. Momcozy breached the express warranties because the KleanPal Pro is not safe or suitable for its advertised functions, including steam sterilization, as described herein. Further, Momcozy breached its express warranty to adequately repair or replace the KleanPal Pro despite its knowledge of the Defect, and/or despite its knowledge of alternative options for manufacturing the KleanPal Pro.

201. Plaintiffs and Class Members have performed all duties required of them under the terms of the express warranties, except as may have been excused or prevented through the conduct of Momcozy or by operation of law in light of Momcozy's conduct described throughout this complaint.

202. To the extent that Momcozy offered to replace, or did replace, the defective KleanPal Pro or lower shelf or other part(s), the warranty of replacement fails in its essential purpose given it is insufficient to make Plaintiffs and Class Members whole because the warranty covering the KleanPal Pro gives Momcozy the option to replace the KleanPal Pro with an identical, equally defective KleanPal Pro.

203. Specifically, in its course of business, Momcozy often has opted to provide a replacement KleanPal Pro or lower shelf or other part(s) to complaining consumers; however, the replacement KleanPal Pro or lower shelf or other part(s) likewise contains the Defect, resulting in the same hazards, and the same or similar damages can occur. Accordingly, recovery by Plaintiffs and Class Members are not restricted to the promises in any written warranties, and they seek all remedies that may be allowed.

204. Plaintiffs have privity with Momcozy because “The Momcozy Store” was the seller of the KleanPal Pro they purchased and is specifically listed as such on Amazon.com. Plaintiffs purchased the KleanPal Pro on the Momcozy Store, which is a storefront on Amazon.com owned by Momcozy where Momcozy sells its dangerously defective KleanPal Pro to consumers across the United States.

205. In the alternative, Plaintiffs and members of the New York Class have had sufficient direct dealings with either Momcozy or one of its authorized retailers, representatives, and agents to establish privity of contract between Momcozy, on the one hand, and Plaintiffs and each Class Member, on the other hand.

206. Nevertheless, privity is not required because Plaintiffs and members of the New York Class are the intended beneficiaries of Momcozy’s warranties and its sale through retailers. The retailers were not intended to be the ultimate consumers of the KleanPal Pro and have no rights under the warranties provided by Momcozy. Momcozy’s warranties were designed for and intended to benefit the consumer only and Plaintiffs and members of the New York Class were the intended beneficiaries of the KleanPal Pro.

207. Many of the damages resulting from the defective KleanPal Pro cannot be resolved through the limited remedy of replacement, as incidental and consequential damages from loss of

use and loss of the benefit of the bargain have already been suffered due to Momcozy's conduct as alleged herein.

208. Accordingly, recovery by Plaintiffs and Class Members is not limited to the warranty of replacement, and they seek all remedies allowed by law.

209. Had Plaintiff, Class Members, and the consuming public known that the KleanPal Pro contained the Defect, posed an unreasonable risk of harm to babies or that Momcozy would not properly honor its warranty, they would not have purchased it on the same terms or for the same price, or would have paid significantly less for the KleanPal Pro.

210. As a direct and proximate result of the Momcozy's breach of its express warranties, made as a part of its Deceptive Safe Baby Product Marketing, Plaintiffs and Class Members suffered damages and did not receive the benefit of the bargain and are entitled to recover compensatory damages, including, but not limited to the cost of inspection, repair, and diminution in value. Plaintiffs and Class Members suffered damages at the point-of-sale stemming from their overpayment for the defective KleanPal Pro, in addition to loss of the KleanPal Pro and its intended benefits.

211. Momcozy was on notice of the violation of N.Y. U.C.C. Law § 2-313 by the inclusion of Plaintiffs in a notice letter sent to Momcozy on April 17, 2026.

COUNT V
Implied Warranty
(N.Y. U.C.C. Law § 2-314)
(On Behalf of Plaintiffs, individually, and the New York Class)

212. Plaintiffs, individually and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

213. New York's Uniform Commercial Code requires that for transactions in goods, "a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is

a merchant with respect to goods of that kind.” N.Y. U.C.C. Law § 2–314. For goods to be “merchantable” it is required, at minimum, that the goods “are fit for the ordinary purposes for which such goods are used.” *Id.* The form of the UCC adopted in most states includes the same requirement.

214. Momcozy is and was at all relevant times a merchant with respect to the KleanPal Pro and sold its KleanPal Pro directly to Plaintiffs and members of the New York Class through its storefront on Amazon.com—the Momcozy Store, and through its website as well as through authorized retailers.

215. The KleanPal Pro was and is, at all relevant times, a “good.”

216. Momcozy was and is at all relevant times involved in the manufacturing, distributing, warranting, and/or selling of the KleanPal Pro.

217. Momcozy knew or had reason to know of the specific use for which the KleanPal Pro, as a good, was purchased.

218. Momcozy entered into agreements with retailers, suppliers, and/or contractors to sell its KleanPal Pro to be used in Plaintiffs’ and members of the New York Class’s homes.

219. Momcozy provided Plaintiffs and members of the New York Class with implied warranties that the KleanPal Pro was merchantable and fit for the ordinary purposes for which it was used and sold and was not otherwise injurious to consumers, that the KleanPal Pro would pass without objection in the trade, be of fair and average quality, and conform to the promises and affirmations of fact made by Momcozy. This implied warranty of merchantability is part of the basis for the benefit of the bargain between Momcozy, and Plaintiffs and members of the New York Class.

220. However, at the time of delivery, Momcozy breached the implied warranty of merchantability because the KleanPal Pro is not fit for its ordinary purpose of providing a reasonably reliable and safe baby bottle washer and sterilizer because, *inter alia*, the KleanPal Pro contains the Defect rendering the KleanPal Pro unsafe and unsuitable for its particular purpose.

221. The aforementioned problems associated with KleanPal Pro constitute safety risks, such that the KleanPal Pro is neither safe nor suitable for its intended purpose including steam sterilization, and therefore, there is a breach of the implied warranty of merchantability.

222. Plaintiffs have privity with Momcozy because “The Momcozy Store” was the seller of the KleanPal Pro they purchased and is specifically listed as such on Amazon.com. Plaintiffs purchased the KleanPal Pro on the Momcozy Store, which is a storefront on Amazon.com owned by Momcozy where Momcozy sells its dangerously defective KleanPal Pro to consumers across the United States.

223. In the alternative, Plaintiffs and members of the New York Class have had sufficient direct dealings with either Momcozy or one of its authorized retailers, representatives, and agents to establish privity of contract between Momcozy, on the one hand, and Plaintiffs and each Class Member, on the other hand.

224. Nevertheless, privity is not required because Plaintiffs and members of the New York Class are the intended beneficiaries of Momcozy’s warranties and its sale through retailers. The retailers were not intended to be the ultimate consumers of the KleanPal Pro and have no rights under the warranties provided by Momcozy. Momcozy’s warranties were designed for and intended to benefit the consumer only and Plaintiffs and members of the New York Class were the intended beneficiaries of the KleanPal Pro.

225. More specifically, Momcozy's manifest intent that its warranties apply to Plaintiffs and members of the New York Class as intended beneficiaries.

226. It was reasonably foreseeable that Plaintiffs and members of the New York Class would be the intended beneficiary of the KleanPal Pro and warranties.

227. Momcozy impliedly warranted that the KleanPal Pro is (1) safe and suitable for its intended purpose including steam sterilization; (2) of merchantable quality; and (3) fit for its intended purpose. These implied warranties included, among other things: (i) a warranty that the KleanPal Pro manufactured, supplied, distributed, and/or sold by Momcozy was safe and suitable for use as a baby bottle washer or sterilizer, and (ii) a warranty that the KleanPal Pro would be fit for its intended use while the KleanPal Pro is being used.

228. Contrary to the applicable implied warranties, the KleanPal Pro, at the time of sale and thereafter, was and is not fit for its ordinary and intended purpose of providing Plaintiffs and members of the New York Class with a reasonably reliable and safe baby bottle washer and sterilizer. Instead, the KleanPal Pro contains a defective design and/or manufacture and defective assembly instructions, as alleged herein.

229. Momcozy's failure to provide Plaintiffs and members of the New York Class with a reliable and safe baby bottle washer and sterilizer, at the time of purchase of the defective KleanPal Pro has caused the warranty to fail of its essential purpose.

230. Momcozy breached the implied warranties because the KleanPal Pro was and is sold with the Defect, which substantially reduces and/or prevents the KleanPal Pro from being used as a reliable and safe baby bottle washer and sterilizer. Further, Momcozy breached the warranties because the KleanPal Pro is not safe nor suitable for its advertised functions, including steam sterilization, as described herein.

231. As a direct and proximate result of the Momcozy's breach of its implied warranties, made as a part of its Deceptive Safe Baby Product Marketing, the Plaintiffs and members of the New York Class have been damaged in an amount to be proven at trial.

232. Momcozy was on notice of the violation of N.Y. U.C.C. Law § 2-313 by the inclusion of Plaintiffs in a notice letter sent to Momcozy on April 17, 2026.

COUNT VI
Common Law Fraud
(On Behalf of Plaintiffs, individually, and the New York Class)

233. Plaintiffs, individually, and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

234. Plaintiffs assert this claim for common law fraud on behalf of themselves and the New York Class, against Momcozy.

235. Momcozy's conduct here was and continues to be fraudulent because, among other things, Momcozy's actions including its Deceptive Safe Baby Product Marketing, has and continues to deceive consumers into believing the KleanPal Pro is safe and suitable for each of its advertised functions, including steam sterilization, when it is not due to the uniform Defect.

236. Momcozy knowingly, willfully, fraudulently, and/or recklessly concealed and suppressed material facts regarding the KleanPal Pro—namely its defective nature leading to the Plastic Degradation Hazard—and the quality of the Momcozy brand. Specifically, Momcozy knew or should have known of the KleanPal Pro's Defect but failed to disclose it prior to or at the time it sold the KleanPal Pro to consumers.

237. As detailed above, Momcozy made false or misleading statements to Plaintiffs and Class Members regarding the safety and durability of the KleanPal Pro in its Deceptive Safe Baby Product Marketing. These uniform and pervasive representations were made through Momcozy's

multimedia Deceptive Safe Baby Product Marketing campaign, including on the KleanPal Pro's packaging materials, the websites of Momcozy and its authorized retailers, and other promotional materials.

238. Momcozy's Deceptive Safe Baby Product Marketing induced reasonable consumers into believing that the KleanPal Pro was safe and suitable for each of its advertised functions, including steam sterilization, but in fact, Momcozy's representations, as detailed herein, were false and misleading because the KleanPal Pro is not safe and suitable for each of its advertised functions, including steam sterilization and instead, is dangerously defective leading to the Plastic Degradation Hazard.

239. As described herein, prior to and after distributing the KleanPal Pro into the consumer marketplace, Momcozy knew that the KleanPal Pro was not safe and suitable for each of its advertised functions, including steam sterilization and instead, contained a dangerous Defect leading to the Plastic Degradation Hazard. Nonetheless, Momcozy, through the Deceptive Safe Baby Product Marketing, continued to sell the KleanPal Pro in order to increase its own profits.

240. Momcozy knew its representations about the KleanPal Pro were false and misleading. Further, Momcozy intended that Plaintiffs and Class Members rely on its Deceptive Safe Baby Product Marketing in making their purchasing decisions for their babies.

241. In addition, class-wide reliance can be inferred because Momcozy's misrepresentations and omission about the KleanPal Pro were material, i.e., a reasonable consumer and especially a parent or caregiver, would strongly consider them to be important in deciding whether to buy the KleanPal Pro.

242. Momcozy's Deceptive Safe Baby Product Marketing was material to Plaintiffs' and Class Members' decision to purchase the KleanPal Pro. Plaintiffs and members of the New York

Class justifiably relied on Momcozy's misrepresentations of material facts and omissions regarding the KleanPal Pro, as described above.

243. Momcozy has a duty to disclose the truth regarding the safety of the KleanPal Pro.

This duty arose from the fact that Momcozy :

- a. Had exclusive and/or far superior knowledge and access to knowledge regarding the safety and suitability of the KleanPal Pro regarding each of its advertised functions, including steam sterilization;
- b. Affirmatively and intentionally concealed material facts from Plaintiffs and Class Members; and
- c. Knew that the KleanPal Pro was not safe and suitable for its advertised functions, including steam sterilization and dangerously defective leading to the Plastic Degradation Hazard.

244. The material facts Momcozy represented and omitted to disclose were made to Plaintiffs and members of the New York Class prior to and at the time they purchased the KleanPal Pro.

245. Momcozy intended that its Deceptive Safe Baby Product Marketing would deceive or mislead Plaintiffs and members of the New York Class and induce them to purchase the KleanPal Pro.

246. Plaintiffs and members of the New York Class justifiably relied on Momcozy's Deceptive Safe Baby Product Marketing regarding the KleanPal Pro, as described above.

247. Plaintiffs and Class Members decided to purchase the KleanPal Pro based in part on the Momcozy's representations regarding the safety and suitability of the KleanPal Pro's advertised functions, including steam sterilization.

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

249. Momcozy's Deceptive Safe Baby Product Marketing directly and proximately caused the damages suffered by Plaintiffs and members of the New York Class.

250. As a result of Momcozy's Deceptive Safe Baby Product Marketing, Plaintiffs and members of the New York Class have been damaged in an amount to be proven at trial.

COUNT VII
Negligent Misrepresentation
(On Behalf of Plaintiffs, individually, and the New York Class)

251. Plaintiffs, individually, and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

252. As alleged more fully herein, Momcozy omitted crucial information in the packaging, labeling, and marketing of the KleanPal Pro, by making the affirmative misrepresentations and material omissions described herein through its Deceptive Safe Baby Product Marketing and otherwise failing to disclose the Defect.

253. When Momcozy disseminated its Deceptive Safe Baby Product Marketing, Momcozy knew that its conduct was deceptive and its representations, detailed herein, were false and misleading. Momcozy had no reasonable grounds for believing that its representations about the KleanPal Pro was at all true when made.

254. Momcozy intended that Plaintiffs and members of the New York Class would rely on its Deceptive Safe Baby Product Marketing, and Plaintiffs and members of the New York Class did read and reasonably rely upon its Deceptive Safe Baby Product Marketing in making their purchases of the KleanPal Pro.

255. In addition, class-wide reliance can be inferred because Momcozy's misrepresentations and omission about the KleanPal Pro were material, i.e., a reasonable consumer and especially a parent or caregiver, would strongly consider them to be important in deciding whether to buy the KleanPal Pro.

256. Momcozy's Deceptive Safe Baby Product Marketing were substantial factors in, and proximate causes of, damages and losses to Plaintiffs and members of the New York Class.

257. Plaintiffs and members of the New York Class were injured as a direct and proximate result of Momcozy's conduct. As a result of Momcozy's Deceptive Safe Baby Product Marketing, the KleanPal Pro was worth less than what Plaintiffs and members of the New York Class paid. Had Plaintiffs and members of the New York Class known about the true nature of the KleanPal Pro at the time of purchase, they would not have purchased it on the same terms or for the same price or would have paid significantly less for the KleanPal Pro.

COUNT VIII

Unjust Enrichment

(On Behalf of Plaintiffs, individually, and the New York Class)

258. Plaintiffs, individually and on behalf of the New York Class, adopt and incorporate by reference the allegations contained in all preceding paragraphs as though fully set forth herein.

259. As a result of Momcozy's material, deceptive design, manufacture, distribution, marketing, advertising, labeling, and sale of the KleanPal Pro, including its Deceptive Safe Baby Product Marketing, Momcozy was unjustly enriched at the expense of Plaintiffs and members of the New York Class through their purchase of the KleanPal Pro, because contrary to Momcozy's Deceptive Safe Baby Product Marketing, the KleanPal Pro is not safe and suitable for its intended use including steam sterilization and instead, contains a dangerous Defect.

260. Through its Deceptive Safe Baby Product Marketing, Momcozy deceptively represented the KleanPal Pro as being safe and suitable for each of its advertised functions,

including steam sterilization in its packaging, labeling, marketing, advertising, and promotions. Contrary to these representations, the KleanPal Pro poses an unreasonable risk of serious injury due to the Defect leading to the Plastic Degradation Hazard.

261. Further, Momcozy made material omissions in concealing and failing to disclose to consumers that the KleanPal Pro poses serious safety risks to babies, including that the KleanPal Pro is defective; unreasonably dangerous; not fit to be used for its intended purpose; and contains a Plastic Degradation Hazard that renders the KleanPal Pro unsafe and unsuitable for its advertised functions, including steam sterilization. Rather than disclose this information, Momcozy marketed the KleanPal Pro as safe for its intended purpose through its Deceptive Safe Baby Product Marketing.

262. Plaintiffs and members of the New York Class conferred significant financial benefits and paid substantial compensation to Momcozy for the KleanPal Pro, which was not as Momcozy represented it to be and/or which was illegal to sell.

263. Under the circumstances, it would be against equity and good conscience to permit Momcozy to retain the ill-gotten benefits it received from Plaintiffs and members of the New York Class as the result of Momcozy's Deceptive Safe Baby Product Marketing and advertising practices. Thus, it would be inequitable for Momcozy to retain the benefit without restitution to Plaintiffs and members of the New York Class.

PRAYER FOR RELIEF

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

- A. Declaring that this action is a proper class action, certifying the Classes as requested herein, designating Plaintiffs as Class Representatives and appointing the undersigned counsel as Class Counsel;

- B. Ordering payment of actual and punitive damages, restitution and disgorgement of all profits and unjust enrichment that Momcozy obtained from Plaintiffs and the Class Members as a result of Momcozy's unlawful, unfair and fraudulent business practices;
- C. Ordering injunctive relief as permitted by law or equity, issuing an immediate recall the KleanPal Pro; further permanently enjoining Momcozy from continuing the unlawful practices as set forth herein, and ordering Momcozy to engage in a corrective advertising campaign;
- D. Ordering Momcozy to pay attorneys' fees and litigation costs to Plaintiffs and the other members of the Classes;
- E. Ordering Momcozy to pay both pre- and post-judgment interest on any amounts awarded; and
- F. Ordering such other and further relief as may be just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

DATED: May 18, 2026

Respectfully submitted,

/s/ Russell Busch

Russell Busch

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*Attorneys for Plaintiffs and the Putative
Classes*

**Pro Hac Vice Forthcoming*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Momcozy Lawsuit Claims KleanPal Pro Bottle Sterilizer Can Crack, Shed Plastic During Use](#)
