GUTRIDE SAFIER LLP
Seth A. Safier (State Bar No. 197427)
seth@gutridesafier.com
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 639-9090
Facsimile: (415) 449-6469

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF CALIFORNIA

THOMAS THAYER, an individual, on behalf of himself, the general public, and those similarly situated; and DEBORAH THAYER, an individual, on behalf of herself, Plaintiffs, v. LOWE'S COMPANIES, INC.; LOWE'S HOME CENTERS, LLC; AND UTILITECH LLC, Defendants.	CASE NO. CLASS ACTION COMPLAINT FOR FRAUD, DECEIT, AND/OR MISREPRESENTATION; VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT; FALSE ADVERTISING; NEGLIGENT MISREPRESENTATION; UNFAIR, UNLAWFUL, AND DECEPTIVE TRADE PRACTICES; BREACH OF EXPRESS WARRANTY; BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY; VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT; NEGLIGENCE; GROSS NEGLIGENCE; NEGLIGENCE PER SE JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiffs Thomas Thayer ("TT") and Deborah Thayer ("DT"), by and through their counsel, bring this Class Action Complaint against Lowe's Companies, Inc. ("Lowe's Companies"), Lowe's Home Centers, LLC ("Lowe's Home"), and Utilitech, LLC ("Utilitech") (collectively "Defendants").

2. Plaintiffs[1] bring suit on behalf of themselves, and, as applicable, those similarly situated, for fraud, deceit, and/or misrepresentation; violation of the Consumer Legal Remedies

[1] Plaintiffs utilize the plural for ease of reading; however, any and all references to class claims shall be limited to Plaintiff Thomas Thayer.

Act; false advertising; negligent misrepresentation; unfair, unlawful, and deceptive trade practices; breach of express and implied warranties; violation of the Song-Beverly Consumer Warranty Act; negligence; gross negligence; and negligence per se. The following allegations are based upon information and belief, including the investigation of Plaintiffs' counsel, unless stated otherwise.

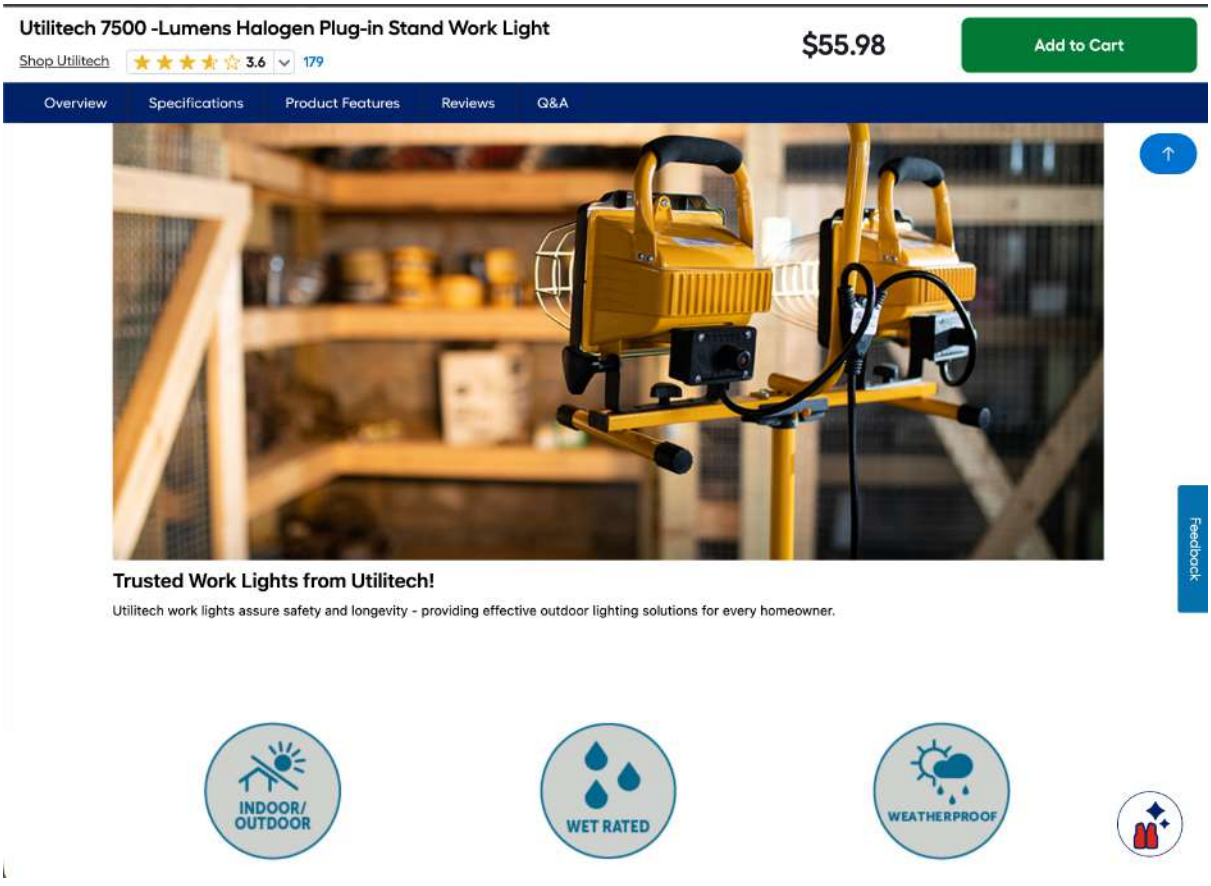
3. This case concerns a halogen work light that Defendants design, manufacture, distribute, market, advertise, and sell under the brand name "Utilitech," specifically the Utilitech 7500-Lumens Halogen Plug-in Stand Work Light, Model #1107083 (the "Light" or the "Product").

4. Defendants market, advertise, and sell the Product as an indoor/outdoor work light suitable for ordinary residential and commercial use. Defendants specifically represent, among other things, that the Light is rated for indoor and outdoor use and that "the Utilitech lineup is designed with an eye on safety" and "safe, high-quality and easy-to-install electrical products at a great value."[2] Defendants do not, however, alert consumers that the Light's exterior surfaces, including the rear yellow housing (made of die-cast aluminum) of the lamp head and the on/off switch on the rear of the unit, reach temperatures that are dangerously hot to the touch and capable of causing severe burns to skin during ordinary use.

5. Within minutes of being turned on, the Light's rear yellow housing, as well as the surface around it, and including, the on/off switch, heat to temperatures that are hot enough to cause immediate skin burns. This defect renders the Light unsafe for its intended use and unfit for the ordinary purposes for which it is sold.

6. At the same time, Defendants make affirmative representations that falsely lead consumers to believe that the Light is safe and suitable for ordinary indoor and outdoor use. For example, Defendants market and advertise a photo of the Product next to the representation "Trusted Work Lights from Utilitech! Utilitech work lights assure safety and longevity…," as well as an "Indoor/Outdoor" rating symbol, as shown below:

[2] https://www.lowes.com/b/utilitech.



7. Defendants uniformly fail to warn consumers that the Light cannot be operated, or even safely turned off, without exposing users to skin-burning surfaces.

8. Plaintiff TT purchased the Light believing it to be a safe, indoor/outdoor halogen work light suitable for ordinary residential illumination tasks. Plaintiff TT was intentionally misled and deceived by Defendants' marketing and advertising that represented the Light as a safe, indoor/outdoor product. He was not warned, either at the point of purchase or anywhere on the product itself, that the rear yellow housing or the casing around, and inclusive of, the on/off switch would become hot enough to burn skin in ordinary use.

9. Defendants expressly warranted, by their packaging, advertising and statements that the Light was free from defects and as fit for use as an indoor/outdoor halogen work light, and they created implied warranties that the Light was in merchantable condition for ordinary

use and was fit for the particular purposes for which Defendants advertised it. Even where Lowe's sold the Light through retail stores, consumers were the intended third-party beneficiaries of these warranties.

10. At a minimum, Defendants unlawfully failed to adequately disclose that the Light's exterior surfaces, including the rear yellow housing and the casing around, and inclusive of, the on/off switch the user must touch, reach temperatures hot enough to cause immediate skin burns during ordinary use. The Light's instruction manual contains only generic warnings to "Be Extremely Careful When Using This Device" and to "only touch the power plug or cushioned handle when turning the lamp head ON or OFF." Defendants otherwise provide no warning that the casing around the on/off switch, inclusive of the on/off switch can burn skin on contact while the Light is in use. There is no warning whatsoever on the Light itself. And the instruction manual is not viewable before purchase.

11. Defendants' marketing and advertising representations and omissions concerning the Light were false and misleading, were directed at inducing, and did induce, Plaintiff TT and Class members to purchase the Light at higher prices than they would otherwise have paid had they known the truth.

12. Defendants knew, or should have known, that the Light reaches dangerously high temperatures on its exterior surfaces and that its on/off switch cannot safely be operated without subjecting users to burn risk. Defendants designed, manufactured, and sold the Light, and consumers have for years complained online of similar burn injuries and excessive heat from the Utilitech halogen work lights. Defendants, however, have failed to modify the Light's design, or otherwise warn Plaintiffs, those similarly situated, or the general public. Defendants did so intentionally in order to sell more Lights at premium prices.

PARTIES

13. Plaintiff Thomas Thayer is, and at all times alleged in this Class Action Complaint was, an individual and a resident of Redding, California. Mr. Thayer intends to remain in Redding and makes his permanent home there.

14. Plaintiff Deborah Thayer is, and at all times alleged in this Class Action Complaint was, an individual and a resident of Redding, California. Ms. Thayer intends to remain in Redding and makes her permanent home there.

15. Defendant Lowe's Companies is a corporation incorporated under the laws of the state of North Carolina with its headquarters in Mooresville, North Carolina.

16. Defendant Lowe's Home is a corporation incorporated under the laws of the state of North Carolina that serves as Defendant Lowe's Companies' primary operating subsidiary and owns and manages physical retail stores and distribution of merchandise. It is registered to do business in California.

17. Defendant Utilitech is a corporation incorporated under the laws of the state of Delaware and serves as a private-label for products manufactured for Lowe's Companies.

JURISDICTION AND VENUE

18. This Court also has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) because: (i) there are 100 or more class members and (ii) there is an aggregate amount in controversy exceeding $5,000,000, exclusive of interest and costs.

19. This Court has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. Section 1367.

20. The injuries, damages and/or harm upon which this action is based, occurred or arose out of activities engaged in by Defendants within, affecting, and emanating from, the State of California. Defendants regularly conduct and/or solicit business in, engage in other persistent courses of conduct in, and/or derive substantial revenue from products provided to persons in the State of California. Defendants have engaged, and continue to engage, in substantial and continuous business practices in the State of California.

21. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in the state of California, including within this District.

22. In accordance with California Civil Code Section 1780(d), Mr. Thayer concurrently files herewith a declaration establishing that he purchased a Light from his local Lowe's retail store in Redding, California in January 2025. (Mr. Thayer's declaration is attached hereto as Exhibit A.)

23. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

SUBSTANTIVE ALLEGATIONS

24. As noted above, the Product that is the subject of this Complaint is the Utilitech 7500-Lumens Halogen plug-in Stand Work Light, Model #1107083, which Defendants design, manufacture, distribute, market, advertise, and sell as a halogen work light suitable for indoor and outdoor use.

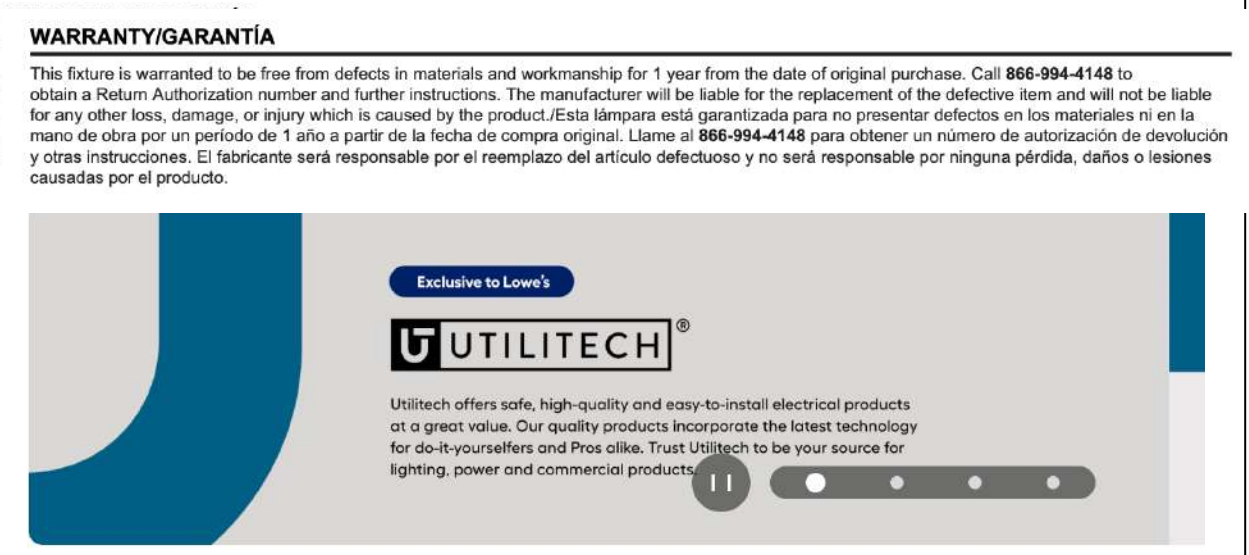
Defendants' Breach of Warranties

25. The Lights are offered for sale under the Utilitech brand name "Exclusive to Lowe's[.]"

26. The Lights are sold on the Lowes.com website or at retail locations with a User Manual that contains a written limited warranty, which is also published on the Lowe's website.

27. Although, the precise corporate relationship and division of responsibility among Defendants regarding the creation, publication, and fulfillment of this warranty is known only to Defendants at this time, upon information and belief, Utilitech manufactures the Lights for the benefit of, and pursuant to the direction of, Lowe's Companies, which then distributes and sells the Lights through its wholly-owned subsidiary, Lowe's Home.

28. As seen below, the written limited warranty for the Light states, in relevant part, that "[t]his fixture is warranted to be free from defects in materials and workmanship for 1 year from the date of original purchase" and provides the replacement of the defective item.



Defendants' Deceptive Advertisements, Misrepresentations, and Omissions

29. Defendants also create additional express warranties and implied warranties of merchantability through their advertisements, marketing materials, packaging and by application of law.

30. The Light is marketed and sold under the Utilitech private label on the Lowes.com website and retail locations.

31. The Light's packaging and the Lowe's website advertise it as the "Utilitech 7500-Lumens Halogen Plug-in Stand Work Light" and as a "Halogen Work Light with Tripod," and label and advertise it as suitable for "Indoor/Outdoor" use.

32. These representations create the impression that the Light is suitable for use in ordinary residential and commercial environments, including home renovation tasks like painting, and that the Light is, in fact, "safe."

33. The Light's advertisements and product packaging also routinely contained images of the Light in ordinary residential and commercial settings, including images depicting the Light being used in interior workspaces and on a tripod stand for prolonged illumination.

34. The screenshot below shows the Light advertisement on Lowe's website with the Light displayed in a garage setting.

35. The screenshot below shows the Light advertisement on Lowe's website with the Light displayed in an indoor wood shed setting.

36. The Lowe's website further advertises that the Light is part of "the Utilitech lineup [which] is designed with an eye on safety[,]" and "safe, high-quality and easy to install electrical products," again creating the impression that the Light has been designed, manufactured, and sold with the safety of ordinary consumers in mind.

37. A reasonable consumer would expect and rely on these advertisements, including those showing the Light being used in residential and commercial settings, as well as marketing it as "safe, high quality," to truthfully and accurately reflect the features and performance abilities of the Light.

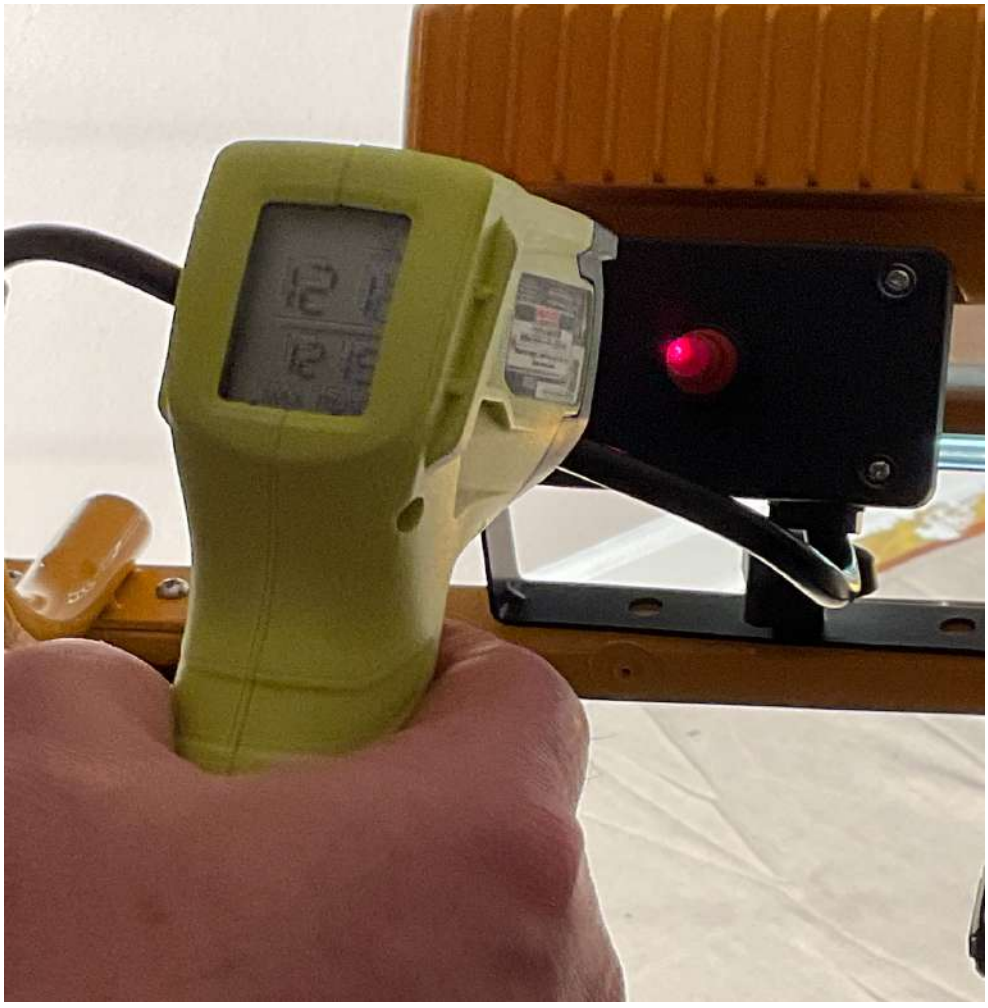
38. Defendants repeatedly and prominently advertise that the Light is suitable for indoor and outdoor use, "the Utilitech lineup is designed with an eye on safety[,]" and is "safe, high quality[.]"

39. Defendants had a duty to disclose to consumers that the Light's exterior surfaces—including the rear yellow housing and surface surrounding, and inclusive of the on/off switch—reach temperatures hot enough to cause immediate skin burns during ordinary use, particularly because this is a material fact central to the Light's core function as a work light.

40. Although, the precise corporate relationship and division of responsibility among Defendants regarding the packaging, advertising, and marketing of the Light is known only to Defendants at this time, upon information and belief, they were each involved because Utilitech manufactures the Lights for the benefit of, and pursuant to the direction of, Lowe's Companies, which then markets the Lights through its wholly-owned subsidiary, Lowe's Home.

The Light's On/Off Switch and Rear Housing Reach Temperatures Hot Enough to Burn Skin

41. The Light is sold with a 1000-watt halogen lamp head, mounted on a tripod stand. In ordinary use, the front of the lamp head reaches temperatures in excess of 400°F, the rear yellow housing of the lamp head reaches approximately 289°F, and the on/off switch on the rear of the unit reaches approximately 121°F, as shown below:



289
2946

42. At those temperatures, the rear yellow housing and on/off switch are hot enough to cause immediate skin burns on contact. The temperatures reached by these exterior surfaces, particularly the on/off switch the user must press to operate the Light, substantially exceed the threshold at which adult human skin sustains thermal burn within seconds of contact.

43. The on/off switch is located on the rear of the lamp head and must be pressed in (rather than toggled by an up-and-down motion) in order to power the Light on or off. To stabilize the Light while pressing the switch, a user must hold the foam-covered handle. In ordinary use, however, the user's hand and fingers come into contact with the area of the housing immediately surrounding the on/off switch and/or with the rear yellow casing of the lamp head, both of which reach temperatures hot enough to cause immediate burns.

44. As a result, the Light cannot be turned on, turned off, repositioned, or otherwise operated in the manner contemplated by the Light's packaging or advertising without exposing the user to surfaces hot enough to cause immediate skin burns. Many consumers use the Light in ordinary residential and commercial environments, including bedrooms, garages, and workspaces, where they, family members, and pets are likely to come into contact with the Light's exterior surfaces and on/off switch in the ordinary course of operation.

45. Because of Defendants' misrepresentative and deceptive packaging and advertising, Plaintiffs and Class Members paid a premium for the Light. Had Plaintiff and Class Members known that the Light's on/off switch and rear yellow housing reach temperatures hot enough to cause immediate skin burns in ordinary use, they would not have purchased the Light or would have paid significantly less for it.

46. In purchasing the Light, Plaintiff and Class Members did not receive the full value that they were led to believe they would receive.

Defendants Knew the Light Reaches Skin-Burning Temperatures, but Intentionally Refused to Inform or Warn Consumers

47. Upon information and belief, Defendants have been designing, manufacturing, distributing, marketing, advertising, and selling Utilitech-branded lights for years.

48. For example, in 2015, several models of Utilitech's retail fluorescent lighting, which were sold on the Lowes.com website and at retail locations owned and operated by Lowe's Home between 2011 and 2015, were recalled in the United States and Canada after another retailer, outside the Lowe's corporate structure, received multiple reports of sockets overheating, melting or arcing, which posed a fire hazard.[3]

49. Although, the precise corporate relationship and division of responsibility among Defendants regarding the design, manufacture, distribution, marketing, advertising, and selling of the Light is known to Defendants, upon information and belief, they were each involved because Utilitech manufactures the Lights for the benefit of, and pursuant to the direction of, Lowe's Companies, which then markets the Lights through its wholly-owned subsidiary, Lowe's Home.

50. Defendants are deeply familiar with the thermal characteristics of halogen work lights and the components used to assemble them and invest in research and development efforts about the materials used for their products.

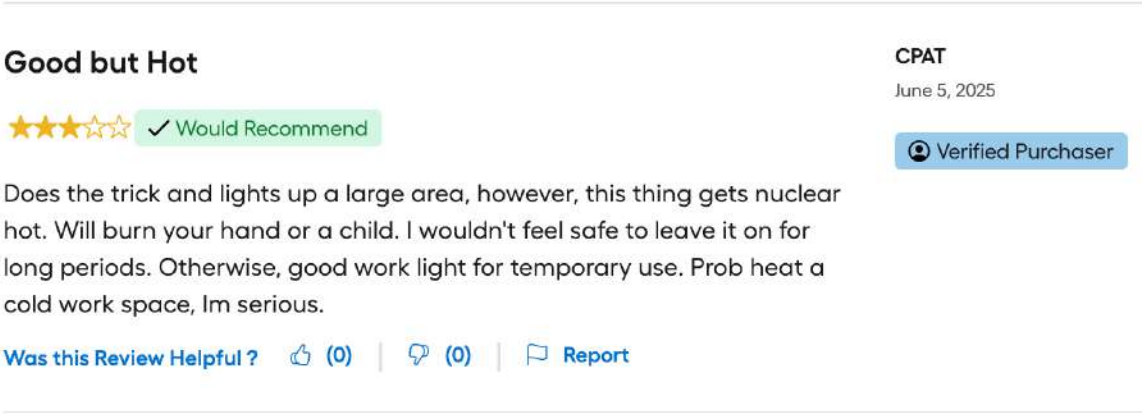
51. For example, in addition to prior recalls for Utilitech lights sold at Lowe's, Defendants currently use the Lowe's website to advertise the Light as a "work light" that is "ETL rated for wet locations," meaning it has undergone testing by Intertek, an independent

[3] *See, e.g.,* https://www.seviernewsmessenger.com/2015/07/19/fluorescent-light-fixtures-recalled/; https://www.cpsc.gov/Recalls/2015/Cooper-Lighting-Recalls-Fluorescent-Lighting-Fixtures.

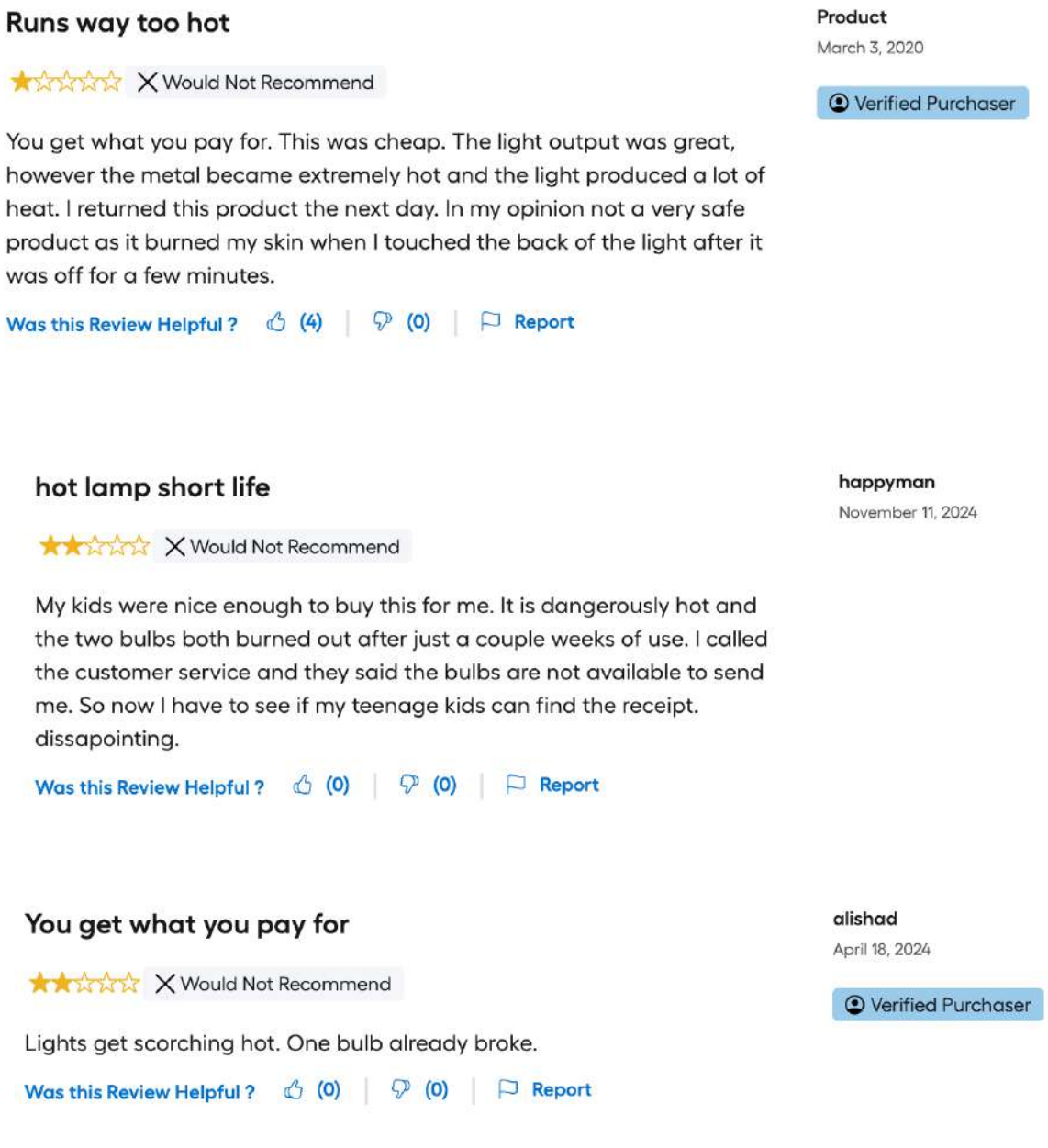
testing laboratory,[4] for moist conditions, but not thermal issues, such as those that led to the 2015 recall for similar products.

52. Intertek testing is available for thermal performance, including surface-temperature testing of consumer products and only advertising the Light as "ETL testing for wet conditions" indicates that Defendants have, or reasonably should have, performed thermal testing of the Light's exterior surfaces, including the rear housing and on/off switch, prior to placing the Light on the market, to ensure it was "safe" as advertised and free of the thermal defects that resulted in prior recalls.

53. The Lowe's website also reflects that Defendants were or could have been aware that the Light's exterior surfaces, including the rear yellow housing and the on/off switch, reach temperatures hot enough to cause skin burns during ordinary use, as it contains multiple complaints from consumers regarding the excessive heat generated by the Light, and consumers online have for years complained that Utilitech halogen work lights generate dangerously high temperatures, including at the housing and at the on/off switch (see reviews from Lowes.com below).



[4] *See e.g.,* https://www.intertek.com/product-certification-marks/etl/ (describing ETL Listed Mark).



Runs way too hot

★☆☆☆☆ ✕ Would Not Recommend

You get what you pay for. This was cheap. The light output was great, however the metal became extremely hot and the light produced a lot of heat. I returned this product the next day. In my opinion not a very safe product as it burned my skin when I touched the back of the light after it was off for a few minutes.

Was this Review Helpful ? (4) | (0) | Report

Product
March 3, 2020
Verified Purchaser

hot lamp short life

★★☆☆☆ ✕ Would Not Recommend

My kids were nice enough to buy this for me. It is dangerously hot and the two bulbs both burned out after just a couple weeks of use. I called the customer service and they said the bulbs are not available to send me. So now I have to see if my teenage kids can find the receipt. dissapointing.

Was this Review Helpful ? (0) | (0) | Report

happyman
November 11, 2024

You get what you pay for

★★☆☆☆ ✕ Would Not Recommend

Lights get scorching hot. One bulb already broke.

Was this Review Helpful ? (0) | (0) | Report

alishad
April 18, 2024
Verified Purchaser

54. Defendants do not disclose or otherwise warn consumers about the burn hazard at the point of purchase because a halogen work light with an on/off switch and exterior housing that burns skin on contact is worth far less to consumers, and consumers are not willing to pay as much for, such a product.

55. Defendants do not place any warning on the Light itself informing consumers that the rear housing or on/off switch reach temperatures that burn skin, nor do they include any such warning on the Light's packaging that is visible at the point of sale. The only warnings Defendants provide are buried in the instruction and troubleshooting manual that comes inside the box, which is not viewable until after the consumer has already purchased the Light. Those warnings are themselves inadequate. The manual's instructions to "Be Extremely Careful When Using This Device" and to "only touch the power plug or cushioned handle when turning the lamp head ON or OFF[,]" but do not warn that the on/off switch itself, which the user must press to operate the Light, gets hot enough to burn skin on contact.

56. Defendants' motives to conceal this information from consumers go beyond simply hiding the problems with the Light. It allows Defendants to significantly boost profits by inducing consumers to purchase a product they reasonably believe to be safe, when it is not, and at a price premium they would not otherwise pay.

PLAINTIFFS' ALLEGATIONS

Thomas Thayer

57. Plaintiff Thomas Thayer purchased a Utilitech 7500-Lumens Halogen Plug-in Stand Work Light, Model #1107083, from a Lowe's Home Improvement Store in Redding, California, on January 16, 2025, for the purpose of illuminating an interior workspace during home renovations.

58. Mr. Thayer purchased the Light after reading and relying on Defendants' packaging, labeling, and marketing materials, which represented that the Light is an "Indoor/Outdoor," "Halogen Work Light with Tripod," and that the Utilitech brand offers "safe, high-quality and easy-to-install electrical products." Implied in those representations is that the Light can safely be used indoors for the purpose of illuminating workspaces, and that the Light's

exterior surfaces, including the on/off switch the user must press to operate the unit, can be touched in the ordinary course of operating the Light without causing skin burns.

59. Mr. Thayer reviewed the Light's product packaging at the point of purchase. Defendants' packaging and labeling did not mention the temperatures reached by the Light's rear yellow housing or on/off switch, nor disclose that those surfaces reach temperatures hot enough to cause skin burns on contact in ordinary use.

60. Later that same evening, Mr. Thayer carefully read all of the instructions contained in the box. The only warning listed was "Be Extremely Careful When Using Device. Improper use could result in injury or death," and the only caution listed was "Risk of Damaging Bulb! Never Touch the Bulb Surface With Your Bare Hand." The manual elsewhere instructed users to "only touch the power plug or cushioned handle when turning the lamp head ON or OFF." None of these warnings disclosed that the on/off switch itself reached temperatures hot enough to burn skin on contact, or that the rear yellow housing of the Light reached temperatures hot enough to burn skin on contact. Following assembly as instructed by the manufacturer, Mr. Thayer tested the Light to ensure it worked, and then put it away for use the following day, while painting a room in his home.

61. On January 17, 2025, Mr. Thayer turned on the Light and began prepping his bedroom for painting. Within minutes, the Light raised the ambient room temperature by approximately 8 degrees, and within 30 minutes raised the ambient room temperature by approximately 21 degrees, causing Mr. Thayer to sweat after just a few minutes of use. As described below, Mrs. Deborah Thayer, Mr. Thayer's wife, came in to assist and sustained burns on her wrist and on her thumb and forefinger when she attempted to turn the Light off.

62. Mr. Thayer used an infrared thermometer to test the Light's exterior surface temperatures in ordinary use. He determined that the front of the lamp head reached

approximately 495°F, the rear yellow housing of the lamp head reached approximately 289°F, and the on/off switch on the rear of the unit reached approximately 121°F, temperatures hot enough to burn skin on contact (*see* photos above).

63. Mr. Thayer purchased the Light primarily for personal, family, or household use. Specifically, he purchased the Light to illuminate the interior of his home during a residential painting and renovation project.

64. Mr. Thayer purchased the Light based on Defendants' representations that the Light is "Indoor/Outdoor," and that it is a "safe, high-quality" Utilitech product. Based on those representations, Mr. Thayer believed that the Light could safely be used indoors for the purpose of illuminating workspaces and that the Light's exterior surfaces, including the on/off switch, could be touched in the ordinary course of operating the Light without causing skin burns.

65. Mr. Thayer purchased the Light after he reviewed Defendants' marketing materials, which indicated the Light was appropriate for indoor and outdoor use. Mr. Thayer also reviewed the packaging for the Light, and saw no warnings that the rear yellow housing or the on/off switch would reach temperatures hot enough to burn skin in ordinary use.

66. Mr. Thayer paid for the Light under the mistaken belief that the Light was safe for use as an indoor/outdoor halogen work light, that the Light was of quality for ordinary use as a work light, and that the Light's exterior surfaces, including the on/off switch the user must touch to operate the unit, could be safely touched in ordinary use. If he had known that the Light's rear yellow housing and on/off switch reach temperatures hot enough to cause immediate skin burns in ordinary use, he would not have purchased the Light, or would have paid significantly less for it.

67. Mr. Thayer continues to be interested in similar work lights, including Utilitech-branded products, and would consider purchasing additional Utilitech products in the future.

However, he does not know whether Utilitech work lights he may purchase in the future will be subject to the same defect, and thus is subject to uncertainty whether his future purchases may subject him to similar economic harm

Deborah Thayer

68. Plaintiff Deborah Thayer is the wife of Plaintiff Thomas Thayer and an intended user of the Light.

69. On January 17, 2025, Mrs. Thayer walked into the bedroom where Mr. Thayer was beginning to prep the walls to paint and noticed that the Light, which Mr. Thayer had purchased the prior evening, was emitting a tremendous amount of heat, causing Mr. Thayer to sweat after just a few minutes of use.

70. Mrs. Thayer reached down to turn the Light off and brushed against the back yellow casing of the unit, severely burning her wrist. Additionally, in order to turn the Light off, the on/off button needed to be pushed in (and not toggled in an up-and-down motion), which required Mrs. Thayer to grab the foam-covered handle in order to keep the unit from falling over while she turned it off. In attempting to perform this step, Mrs. Thayer's thumb and forefinger came into contact with the black portion of the unit where the on/off button was located. That area of the Light was hot enough to cause Mrs. Thayer to sustain another burn to her thumb and forefinger.

71. Following the burns, Mrs. Thayer immediately held her wrist and hand under cold water, but her wrist still hurt for several hours afterwards. Her thumb, forefinger, and wrist sustained skin injuries that took weeks to heal.

72. Mrs. Thayer did not see any warnings, disclaimers, or other communications on the Light indicating that either the rear yellow casing of the Light or the on/off button would be hot enough to burn skin on contact, as there were no such warnings on the Light whatsoever.

The Light's instruction manual likewise contained no warning that the on/off button itself would reach temperatures hot enough to burn skin on contact during ordinary use. Had she been adequately warned, she would not have used the Light, or would have used it differently in order to avoid being burned.

73. Mrs. Thayer used the Light in the ordinary manner contemplated by Defendants' packaging, labeling, instruction manual, and advertising. Specifically, she attempted to turn the Light off using the on/off button on the rear of the unit, the only mechanism Defendants provided for that purpose. Defendants knew, or should have known, that ordinary users would do exactly what Mrs. Thayer did, and that doing so would expose those users to skin-burning surfaces.

CLASS ALLEGATIONS

74. Plaintiff TT brings this class action lawsuit on behalf of himself and a proposed class and subclass of similarly situated persons, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure. Plaintiff TT seeks to represent the following groups of similarly situated persons, defined as follows:

Class: All persons, in the United States, who purchased or used the Product from July 22, 2021 to the present.

California Subclass: All Class Members who purchased the Product in the State of California.

75. This action has been brought and may properly be maintained as a class action against Defendants because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable.

76. Numerosity: Plaintiff TT does not know the exact size the Class/Subclass, but he estimates that each is composed of more than 1000 persons. The

persons in the Class are so numerous that the joinder of all such persons is impracticable and the disposition of their claims in a class action rather than in individual actions will benefit the parties and the courts.

77. Common Questions Predominate: This action involves common questions of law and fact to the Class/Subclass because each class member's claim derives from the deceptive, misleading, and/or false statements and omissions that led them to believe that the Product was safe and suitable ordinary indoor and outdoor use. The common questions of law and fact predominate over individual questions, as proof of a common or single set of facts will establish the right of each member of the Class/Subclass to recover. The questions of law and fact common to the Class/Subclass are:

a. Whether Defendants deceptively, unlawfully, and/or unfairly misrepresented to the Class/Subclass that its Product was safe for ordinary indoor and outdoor use;

b. Whether Defendants made express warranties to the Class/Subclass;

c. Whether the Product came with implied warranties that it was merchantable and/or fit for a particular purpose;

d. Whether Defendants' actions violate Federal and California laws invoked herein;

e. Whether Defendants' advertising and marketing regarding the Product was likely to deceive reasonable consumers;

f. Whether Defendants' representations or omissions are material to reasonable consumers;

g. Whether Defendants engaged in the behavior knowingly, recklessly, or negligently;

h. The amount of profits and revenues earned by Defendants as a result of the conduct;

i. Whether class members are entitled to restitution, injunctive and other equitable relief and, if so, what is the nature (and amount) of such relief; and

j. Whether Class/Subclass members are entitled to payment of actual, incidental, consequential, exemplary and/or statutory damages plus interest thereon, and if so, what is the nature of such relief.

78. Typicality: Plaintiff TT's claims are typical of the claims of the other members of the Class/Subclass because, among other things, all such claims arise out of the same wrongful course of conduct engaged in by Defendants in violation of law as complained of herein. Further, the damages of each member of the Class/Subclass were caused directly by Defendants' wrongful conduct in violation of the law as alleged herein.

79. Adequacy of Representation: Plaintiff TT will fairly and adequately protect the interests of all Class/Subclass members because it is in his best interest to prosecute the claims alleged herein to obtain full compensation due to them for the unfair and illegal conduct of which she complains. Plaintiff TT also has no interests that are in conflict with, or antagonistic to, the interests of Class/Subclass members. Plaintiff TT has retained highly competent and experienced class action attorneys to represent his interests and that of the Class/Subclass. By prevailing on his claims, Plaintiff TT will establish Defendants' liability to all Class/Subclass members. Plaintiff TT and his counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware of their fiduciary responsibilities to the Class/Subclass members and are determined to diligently discharge those duties by vigorously seeking the maximum possible recovery for class members.

80. Superiority: There is no plain, speedy, or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by members of the class will tend to establish inconsistent standards of conduct for Defendants and result in the impairment of class members' rights and the disposition of their interests through actions to which they were not parties. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the Class/Subclass may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action.

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

CAUSES OF ACTION

PLAINTIFF'S FIRST CAUSE OF ACTION
(Breach of Express Warranty)
On Behalf of Plaintiff TT and the California Subclass

82. Plaintiff TT realleges and incorporates by reference the paragraphs of this Class Action Complaint as if set forth herein.

83. This cause of action is brought pursuant to relevant statutes and common laws.

84. Plaintiff, and those similarly situated, were "buyers" of goods, including as defined in Cal. Com. Code § 2103.

85. Defendants are "merchants" involved in the manufacturing, distribution, marketing, warranting, and sale of the Light, including as those terms are defined in Cal. Com. Code §§ 2103 and 2104.

86. The Light is and was at all relevant times "goods" within the meaning of relevant laws, including Cal. Com. Code § 2105(1).

87. Defendants provided express warranties for the Light, both in the written limited warranty quoted above, promising the Light is free from defects in materials and workmanship for one year from the date of original purchase, and in misleading advertising and marketing promising the Light is "Indoor/Outdoor," "safe," and "high-quality."

88. Plaintiff TT read Defendants' written limited warranty and Defendants' affirmative descriptions of the Light, which were made part of the basis of the bargain and created express warranties that the Light conformed to those descriptions, including pursuant to the UCC express warranty provisions adopted by California under Cal. Com. Code § 2313.

89. Plaintiff and Class Members thereby relied upon Defendants' warranties and were the intended beneficiaries of them.

90. These warranties were a material factor in the decision of Plaintiff and those similarly situated to purchase the Light at the price they paid, and became part of the basis for the transaction.

91. However, the Light was actually manufactured with a defect that causes its on/off switch and rear yellow housing to reach temperatures hot enough to cause immediate skin burns during ordinary use, rendering the Light unsafe for its intended use as an indoor/outdoor halogen work light.

92. Through their affirmative misrepresentations in advertisements and marketing materials, Defendants breached the express warranty to each Plaintiff and Class

Members when they delivered to them a Light with an on/off switch and rear yellow housing reach temperatures hot enough to cause skin burns during ordinary use.

93. The defects in the Light were not apparent at the time of purchase because Defendants knowingly and intentionally failed to disclose that the Light's on/off switch and rear yellow housing reach temperatures hot enough to cause immediate skin burns in ordinary use.

94. As a direct and proximate result of the Defendants' breach of the express warranties, Plaintiff TT and each member of the class have suffered damages, in that the Product they purchased was so inherently flawed, unfit, or unmerchantable as to have significantly diminished or no intrinsic market value. Plaintiff TT, individually and on behalf of the class, seeks all damages permitted by law, including compensation for the cost of purchasing Products, along with all other incidental and consequential damages, equitable relief, and all other relief allowed by law.

PLAINTIFF'S SECOND CAUSE OF ACTION
(Breach of Implied Warranty)
On Behalf of Plaintiff TT and the California Subclass

95. Plaintiff TT realleges and incorporates by reference the paragraphs of this Class Action Complaint as if set forth herein.

96. This cause of action is brought pursuant to relevant statutes and the common law.

97. Plaintiff TT, and those similarly situated, were "buyers" of goods, including as defined in California Commercial Code § 2103.

98. Defendants are "merchants" involved in the manufacturing, distribution, marketing, warranting, and sale of Light, including as those terms are defined in California Commercial Code §§ 2103 and 2104.

99. The Light is and was at all relevant times "goods" within the meaning of relevant laws, including Cal. Com. Code § 2105(1).

100. Defendants knew or had reason to know of the specific use for which the Lights were purchased as goods.

101. Defendants provided Plaintiff TT with implied warranties that the Light was in merchantable condition and fit for the ordinary purpose for which the Light is used and sold, was not dangerous to consumers, and would pass without objection in trade and be of average quality and conform to the promises Defendants made regarding the Light's operation and that it was "designed" for "safety[.]"

102. This implied warranty of merchantability was relied upon by Plaintiff TT in purchasing the Lights, including pursuant to Cal. Com. Code § 2314.

103. Defendants sold a Light that was not in merchantable condition and/or fit for its ordinary purpose in violation of the implied warranty because the Light is intended to be used as a halogen work light, including for indoor residential illumination tasks, but its on/off switch and rear yellow housing reach temperatures hot enough to cause immediate skin burns in ordinary, foreseeable use.

104. The Light's aforementioned defects cause it to operate in a manner that is substantially certain to fall well below merchantable condition, be unfit for its ordinary purpose, cause significant safety hazards, and could not pass without objection in the trade.

105. The Light's defect was known to Defendants and not reasonably discoverable prior to purchase by Plaintiff TT or class members.

106. As explained above, the Light is also inadequately labelled since it fails to disclose that its on/off switch and rear yellow housing reach temperatures hot enough to cause

immediate skin burns in ordinary use and adequately warn a reasonable consumer that the Product alleged herein was not as represented.

107. Defendants' conduct caused the Light to be worth less than what Plaintiff and Class Members paid and deprived Plaintiff and Class Members of the benefit of the bargain.

108. As a direct and proximate result of Defendants' breach of its duties, Plaintiff and Class Members received goods in a condition that substantially impairs their value. Plaintiff and Class Members have been damaged in that the Lights have a diminished value, are dangerous, and caused actual physical injuries under ordinary use.

109. Plaintiff and the Class Members have met all of their obligations under the warranty, or otherwise have been excused from performance of such obligations, as a result of Defendants' conduct.

110. As a direct and proximate result of the acts and omissions of Defendants as set forth above, Plaintiff and the Class have been damaged, and are entitled to relief as set forth hereunder.

PLAINTIFF'S THIRD CAUSE OF ACTION
(Violation of the Song-Beverly Consumer Warranty Act For Breach of Implied Warranty of Merchantability, Cal. Civ. Code §§ 1791.1 and 1792)
On Behalf of Plaintiff TT and the California Subclass

111. Plaintiff TT realleges and incorporates by reference the above paragraphs of this Class Action Complaint as if set forth herein.

112. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

113. Plaintiff and members of the Subclass are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

114. The Product is a "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

115. Defendants are "manufacturers" and/or "retail sellers" within the meaning Cal. Civ. Code § 1791(j).

116. Defendants impliedly warranted to Plaintiff and the Class that the Product was "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792; however, the Product does not have the quality that a buyer would reasonably expect, and was therefore not merchantable. Cal. Civ. Code § 1791.1(a) states:

> "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:
>
> (1) Pass without objection in the trade under the contract description.
> (2) Are fit for the ordinary purposes for which such goods are used.
> (3) Are adequately contained, packaged, and labeled.
> (4) Conform to the promises or affirmations of fact made on the container or label.

117. The Product would not pass without objection in trade because of the defect in the Product, as described above.

118. Because of the defect in the Light, it is also not in merchantable condition and thus not fit for ordinary purposes. Unbeknownst to Plaintiff and the California Subclass, the Light was designed such that its on/off switch and rear yellow housing reach temperatures hot enough to cause immediate skin burns in ordinary, foreseeable use, including in the foreseeable course of merely turning the Light on or off. This was a defect that made the Light unfit for the ordinary purposes for which such goods are used. This defect was only known to Defendants and not reasonably discoverable prior to purchase by Plaintiff or California Subclass members.

119. The Product is not adequately packaged and labeled because the packaging and labeling fails to include any warning or disclaimer regarding the known defect.

120. Defendants breached the implied warranty of merchantability and caused damage to Plaintiff and the California class members who purchased the Product since they did not receive the benefit of their bargain.

121. Notice of breach was provided to Defendants, as discussed herein. Alternatively, notice of breach is not required because the Plaintiff and the California Subclass did not

purchase the Light directly from Utilitech. Further, Defendants had notice of these issues by its knowledge of the issues as described above.

122. Any effort by Defendants to disclaim the implied warranty of merchantability was null and void because the Product was purchased off-the-shelf from brick and mortar or online retailers not sold on an "as is" or "with all faults" basis per Cal. Civ. Code § 1792.3. Further, because Defendants made express warranties as described above, it could not disclaim the implied warranty of merchantability under Cal. Civ. Code § 1793.

123. As a direct and proximate result of Defendants' breach of implied warranty of merchantability, Plaintiff and the California Subclass received goods whose condition substantially impairs their value.

124. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff and the California Subclass seek an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and any other just and proper relief available under the Song-Beverly Consumer Warranty Act.

PLAINTIFF'S FOURTH CAUSE OF ACTION
(Fraudulent Concealment)
On Behalf of Plaintiff TT and the Class

125. Plaintiff TT realleges and incorporates by reference all preceding paragraphs of this Class Action Complaint as if fully set forth herein.

126. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

127. Defendants committed fraud by intentionally concealing, suppressing, and failing to disclose material facts regarding the Product, including that the Light's exterior surfaces, including the rear yellow housing of the lamp head and the on/off switch the user must press in order to operate the unit, reach temperatures hot enough to cause immediate skin burns during ordinary use.

128. These omitted and concealed facts were material to consumers because they would be relied on by a reasonable person purchasing a halogen work light. Such individuals

reasonably believe that a work light marketed as "Indoor/Outdoor," "safe," and "high-quality," can be operated, including by being turned on and off using its on/off switch, without exposure to skin-burning surfaces. A halogen work light whose on/off switch and exterior housing burn skin on contact, like the Light, is worth far less than one that does not. The omitted and concealed facts were, thus, also material because they directly impact the value of the Light purchased and create an undisclosed safety hazard.

129. A reasonable consumer would not have expected the Light's on/off switch and rear yellow housing to reach skin-burning temperatures in ordinary use, or that the Light could not be turned off without exposure to surfaces hot enough to cause immediate skin burns. Reasonable consumers expect that a halogen work light marketed for indoor and outdoor use can be operated as designed, including by pressing the on/off switch the manufacturer provides for that purpose, without causing injury. Plaintiff and class members did not know of the facts that were concealed from them by Defendants.

130. Defendants have a duty to disclose that the Light's exterior surfaces reach skin-burning temperatures in ordinary use. Defendants had a duty to disclose such facts because a) the true facts were known and/or accessible only to them Defendants and b) the true facts were not known to or reasonably discoverable by Plaintiff and the class members. Further, Defendants had a duty to disclose because it made partial representations that were misleading since it concealed the aforementioned facts. Such partial representations include Defendants' representations that the Light is "Indoor/Outdoor," and that Utilitech-branded products are "safe, high-quality and easy-to-install electrical products," as described above.

131. Had the truth been revealed, Plaintiff and class members would not have purchased the Product, or would have paid less for it. Accordingly, Defendants are liable to Plaintiff and the members of the class for damages in an amount to be proven at trial.

132. Defendants' acts were done deliberately, with intent to defraud; in reckless disregard of the rights of Plaintiff and the class members; and to enrich themselves. Their misconduct warrants assessment of punitive damages in an amount sufficient to deter such conduct in the future, which shall be determined at trial.

PLAINTIFF'S FIFTH CAUSE OF ACTION
(Fraud, Deceit and/or Misrepresentation)
On Behalf of Plaintiff TT and the Class

133. Plaintiff TT realleges and incorporates by reference all preceding paragraphs of this Class Action Complaint as if fully set forth herein.

134. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

135. As set forth above, Defendants falsely and/or deceptively represented to each Plaintiff and those similarly situated that the Product was free of defects, was merchantable for use as a halogen work light, and was "Indoor/Outdoor," "safe," and "high-quality," when, in fact, the Light's exterior surfaces, including the rear yellow housing and the on/off switch the user must touch in order to operate the unit, reach temperatures hot enough to cause immediate skin burns in ordinary use, and the Light therefore is not safe for the ordinary indoor and outdoor uses for which Defendants advertise it.

136. Defendants' misrepresentations were material at the time they were made. They concerned material facts that were essential to the purchasing decisions of Plaintiff and those similarly situated. A halogen work light whose on/off switch and rear housing burn skin on contact is worth far less to consumers than one that does not.

137. Plaintiff and those similarly situated reasonably relied to their detriment on Defendants' representations. Had Plaintiff and those similarly situated been adequately informed and not intentionally deceived by Defendants, they would have acted differently by, without limitation, not purchasing (or paying less for) the Product.

138. By and through such fraud, deceit, and/or misrepresentations, Defendants intended to induce Plaintiff and those similarly situated to alter their position to their detriment. Specifically, Defendants fraudulently and deceptively induced Plaintiff and those similarly situated to, without limitation, purchase the Product.

139. As a direct and proximate result of Defendants' fraud and misrepresentations, Plaintiff and those similarly situated have suffered damages. In particular, Plaintiff seeks to

recover on behalf of himself and those similarly situated the amount of the price premium they paid (i.e., the difference between the price consumers paid for the Product and the price they would have paid but for Defendants' misrepresentations), in an amount to be proven at trial.

140. Defendants' conduct as described herein was willful and malicious and was designed to maximize Defendants' profits even though Defendants knew that it would cause loss and harm to Plaintiff and those similarly situated.

PLAINTIFF'S SIXTH CAUSE OF ACTION
(Violation of the Consumer Legal Remedies Act, California Civil Code § 1750, et seq.)
On Behalf of Plaintiff TT and the California Subclass

141. Plaintiff TT realleges and incorporates by reference the paragraphs of this Class Action Complaint as if set forth herein.

142. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

143. This cause of action is brought pursuant to the California Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.* ("CLRA").

144. Defendants' actions, representations, omissions, and conduct have violated, and continue to violate the CLRA, because they extend to transactions that are intended to result, or which have resulted, in the sale of goods to consumers.

145. Plaintiff TT and other members of the class are "consumers" as that term is defined by the CLRA in California Civil Code § 1761(d).

146. The Product that Plaintiff and similarly situated members of the class purchased is a "good" within the meaning of California Civil Code § 1761.

147. By engaging in the actions, representations, and conduct set forth in this Class Action Complaint, as described above, Defendants have violated, and continue to violate, §§ 1770(a)(4), 1770(a)(5), 1770(a)(7), and 1770(a)(9) of the CLRA. In violation of California Civil Code §1770(a)(4), Defendants used deceptive representations in connection with goods. In violation of California Civil Code §1770(a)(5), Defendants represented that goods have approval, characteristics, uses, benefits, and qualities that they do not have. In violation of

California Civil Code §1770(a)(7), Defendants' acts and practices constitute improper representations that the goods and/or services it sells are of a particular standard, quality, or grade, when they are of another. In violation of California Civil Code §1770(a)(9), Defendants advertised goods with intent not to sell them as advertised.

148. Specifically, Defendants' acts and practices led consumers to believe that the Light was free of defects, was merchantable for use as a halogen work light, was "Indoor/Outdoor," "safe," and "high-quality." Defendants additionally made representations and statements (by omission and commission) that led reasonable consumers to believe that the Light could be operated, including by pressing its on/off switch, without exposing the user to skin-burning surfaces.

149. Further, Defendants omitted material facts that it had a duty to disclose, as alleged above.

150. Defendants' concealment of the true characteristics of the Product was material to Plaintiff and class members. Had they known the truth, Plaintiff and the class members would not have purchased the Product, or would have paid significantly less for it.

151. Defendants, as explained above, had an ongoing duty to Plaintiffs and the class members to refrain from unfair and deceptive practices under the CLRA in the course of their business. Specifically, Defendants owed Plaintiff and class members a duty to disclose material facts concerning the Products because it possessed exclusive knowledge, it intentionally concealed them from Plaintiff and class members, and/or it made partial representations that were misleading since it concealed the aforementioned facts.

152. Plaintiff and class members had no way of learning the facts that Defendants had concealed or failed to disclose because they were unaware of the temperatures reached by the Light's exterior surfaces in ordinary use, including the on/off switch and the rear yellow housing.

153. Plaintiff and class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

154. Plaintiff requests that this Court enjoin Defendants from continuing to employ the unlawful methods, acts and practices alleged herein pursuant to California Civil Code § 1780(a)(2). If Defendants are not restrained from engaging in these types of practices in the future, Plaintiffs and other members of the class will continue to suffer harm.

155. On May 23, 2025, Plaintiff TT provided Defendants with notice and demand on behalf of themselves and all others similarly situated that Defendants correct, repair, replace or otherwise rectify the unlawful, unfair, false and/or deceptive practices complained of herein. Despite receiving the aforementioned notice and demand, Defendants failed to do so in that, among other things, it failed to identify similarly situated customers, notify them of their right to correction, repair, replacement or other remedy, and/or to provide that remedy. Accordingly, Plaintiff seeks, pursuant to California Civil Code § 1780(a)(3), on behalf of himself and those similarly situated class members, compensatory damages, punitive damages and restitution of any ill-gotten gains due to Defendant's acts and practices.

156. Plaintiff also requests that this Court award him costs and reasonable attorneys' fees pursuant to California Civil Code § 1780(d).

PLAINTIFF'S SEVENTH CAUSE OF ACTION
(False Advertising, Business and Professions Code § 17500, et seq. ("FAL"))
On Behalf of Plaintiff TT and the California Subclass

157. Plaintiff TT realleges and incorporates by reference the paragraphs of this Class Action Complaint as if set forth herein.

158. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

159. Beginning at an exact date unknown to Plaintiff, but within three (3) years preceding the filing of the Class Action Complaint, Defendants made untrue, false, deceptive and/or misleading statements in connection with the advertising and marketing of the Product, and in particular the Light as "Indoor/Outdoor," "safe," and "high-quality."

160. As set forth in this Class Action Complaint, Defendants made representations and statements (by omission and commission) that led reasonable consumers to believe that the

Light was free of defects, was merchantable for use as a halogen work light, was "Indoor/Outdoor," "safe," and "high-quality," and could be operated without exposure to skin-burning surfaces, when, in fact, the Light's exterior surfaces, including the on/off switch the user must touch to operate the unit, reach temperatures hot enough to cause skin burns during ordinary use.

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

162. Defendants' acts and omissions are likely to deceive the general public.

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

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

165. Plaintiff TT seeks, on behalf of those similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies acquired by Defendants from Plaintiff, the general public, or those similarly situated by means of the false, misleading and deceptive advertising and marketing practices complained of herein, plus interest thereon. If Plaintiff's and class members' claims at law fail, Plaintiff, those similarly situated and/or other consumers will have no adequate remedy at law by which they can obtain recovery for the economic harm they have suffered. Plaintiff seeks, on behalf of those similarly situated, an injunction to prohibit Defendants from continuing to engage in the false, misleading and deceptive advertising and marketing practices complained of herein. The acts complained of herein occurred, at least in part, within three (3) years preceding the filing of this Class Action Complaint.

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

167. As a direct and proximate result of such actions, Plaintiff and the other members of the Class have suffered, and continue to suffer, injury in fact and have lost money and/or property as a result of such false, deceptive and misleading advertising in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.

PLAINTIFF'S EIGHTH CAUSE OF ACTION
(Negligent Misrepresentation)
On Behalf of Plaintiff TT and the Class

168. Plaintiff TT realleges and incorporates by reference the paragraphs of this Class Action Complaint as if set forth herein.

169. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

170. In selling the Product to consumers, Defendants made false and misleading statements regarding it, as described more fully above. Defendants, however, deceptively failed to inform consumers, at the time of their purchase, that the Light's on/off switch and rear yellow housing reach temperatures hot enough to cause immediate skin burns during ordinary use.

171. These representations were material at the time they were made. They concerned material facts that were essential to the decisions of Plaintiff and those similarly situated regarding how much to pay for the Product.

172. Defendants made identical misrepresentations and omissions to members of the Class regarding the Product.

173. Defendants should have known its representations were false, and that it had no reasonable grounds for believing them to be true when it made them.

174. By and through such negligent misrepresentations, Defendants intended to induce Plaintiff and those similarly situated to alter their position to their detriment. Specifically, Defendants negligently induced Plaintiff and those similarly situated, without limitation, to purchase or lease the Product at the price they paid.

175. Plaintiff and those similarly situated reasonably relied on Defendants' representations. Specifically, Plaintiff and those similarly situated paid as much as they did for the Product.

176. Because Plaintiff reasonably relied on Defendants' false representations, each Plaintiff and those similarly situated were harmed in the amount of the price premium they paid (i.e., the difference between the price they paid for the Products and the price they would have paid but for Defendants' misrepresentations).

PLAINTIFF'S NINTH CAUSE OF ACTION
(Unfair, Unlawful and Deceptive Trade Practices, Business and Professions Code § 17200, *et seq.*)
On Behalf of Plaintiff TT and the California Subclass

177. Plaintiff TT realleges and incorporates by reference the paragraphs of this Class Action Complaint as if set forth herein.

178. Defendants are the manufacturers or apparent manufacturers, designers, distributors, packagers, labelers, suppliers, marketers, advertisers, and/or sellers of the Lights.

179. Within four (4) years preceding the filing of this Class Action Complaint, and at all times mentioned herein, Defendants have engaged in, and continue to engage in, unfair, unlawful and deceptive trade practices in California by carrying out the unfair, deceptive and

unlawful business practices outlined in this Class Action Complaint. In particular, Defendants have engaged in, and continue to engage in, unfair, unlawful and deceptive trade practices by, without limitation, the following:

a. engaging in misrepresentation and omissions as described herein;

b. violating the California Consumer Legal Remedies Act as described herein;

c. violating the Song-Beverly Consumer Warranty Act as described herein;

d. breaching express and implied warranties as described herein; and

e. violating the FAL as described herein.

180. Plaintiff and those similarly situated relied to their detriment on Defendants' unfair, deceptive and unlawful business practices. Had Plaintiff and those similarly situated been adequately informed and not deceived by Defendants, they would have acted differently by, without limitation, not paying for, or, at a minimum, paying less for the Product.

181. Defendants' acts and omissions are likely to deceive the general public.

182. Defendants engaged in these unlawful, deceptive, and unfair practices to increase its profits. Accordingly, Defendants have engaged in unlawful trade practices, as defined and prohibited by section 17200, *et seq.* of the California Business and Professions Code.

183. In addition to the unlawful and deceptive acts described above, Defendants engaged in unfair practices by violating the Federal Trade Commission's guides against bait advertising. 16 C.F.R. §§ 238.1-4. The policy provides that "No statement or illustration should be used in any advertisement which creates a false impression of the grade, quality, make, value, currency of model, size, color, usability, or origin of the product offered, or which may otherwise misrepresent the product in such a manner that later, on disclosure of the true facts, the purchaser may be switched from the advertised product to another." 16 C.F.R. § 238.2(a). Defendants' aforementioned acts violated this policy, including their representations as to the Light's suitability for indoor and outdoor use, and the "safe" and "high-quality" nature of Utilitech-branded products.

184. The aforementioned practices, which Defendants have used to its significant financial gain, also constitute unlawful competition and provides an unlawful advantage over Defendant's competitors as well as injury to the general public.

185. As a direct and proximate result of such actions, Plaintiff and the other members of the Class have suffered and continue to suffer injury in fact and have lost money and/or property as a result of such deceptive, unfair and/or unlawful trade practices and unfair competition in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court. Among other things, Plaintiff and the Class lost the amount of the price premium they paid (i.e., the difference between the price consumers paid for the Product and the price they would have paid but for Defendants' misrepresentations), in an amount to be proven at trial. If Plaintiff's and class members' claims at law fail, Plaintiff, those similarly situated and/or other consumers will have no adequate remedy at law by which they can obtain recovery for the economic harm they have suffered.

186. Plaintiff seeks, on behalf of those similarly situated, a declaration that the above-described trade practices are fraudulent, unfair, and/or unlawful.

187. Plaintiff seeks, on behalf of those similarly situated, an injunction to prohibit Defendants from offering the Product within a reasonable time after entry of judgment. Such misconduct by Defendants, unless and until enjoined and restrained by order of this Court, will continue to cause injury in fact to the general public and the loss of money and property in that Defendants will continue to violate the laws of California unless specifically ordered to comply with the same. This expectation of future violations will require current and future consumers to repeatedly and continuously seek legal redress in order to recover monies paid to Defendants to which Defendants were not entitled. Plaintiff, those similarly situated and/or other consumers have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

PLAINTIFF'S TENTH CAUSE OF ACTION
(Negligence
On Behalf of Plaintiff DT)

188. Plaintiff DT realleges and incorporates by reference the paragraphs of this Complaint as if set forth herein.

189. Defendants were negligent in their manufacture, marketing and sale of the Lights as set forth herein. Specifically, Defendants manufactured, marketed and sold products that they knew to be defectively designed and manufactured such that they were a danger or safety hazard to consumers. Defendants' manufacture, marketing and sale of Lights was done without the exercise of ordinary care and due diligence required of them.

190. Defendants, and each of them, owed the Plaintiff a duty of care.

191. Defendants, and each of them, breach their duties of care that were owed to the Plaintiff, as set forth above.

192. As a result of each Defendants breach of their respective duties of care, Plaintiff has suffered, without limitation, physical, emotional, and financial harm, as set forth above.

193. Defendants' breach of their respective duties of care was a substantial factor, as set forth above, in causing the Plaintiff's harm.

194. Furthermore, Defendants were guilty of oppression, fraud, willfulness and/or malice as is defined in Civil Code section 3294 such that Plaintiff should record, in addition to actual damages, exemplary and punitive damages to make an example of and to punish Defendants in an amount according to proof.

PLAINTIFF'S ELEVENTH CAUSE OF ACTION
(Gross Negligence)
On Behalf of Plaintiff DT

195. Plaintiff DT realleges and incorporates by reference the paragraphs of this Complaint as if set forth herein.

196. Defendants were negligent in their manufacture, marketing and sale of the Lights as set forth herein. Specifically, Defendants manufactured, marketed and sold products that they knew to be defectively designed and manufactured such that they were a danger or safety hazard

to consumers. Defendants manufacture, marketing and sale of the Lights was done with an outrageous lack of lack and extreme disregard of the ordinary standard of conduct in the context.

197. Defendants, and each of them, owed the Plaintiff a duty of care.

198. Defendants, and each of them, breach their duties of care that were owed to the Plaintiff, as set forth above.

199. As a result of each Defendant's breach of their respective duties of care, Plaintiff has suffered, without limitation, physical, emotional, and financial harm, as set forth above.

200. Defendant's breach of their respective duties of care was a substantial factor, as set forth above, in causing the Plaintiff's harm.

201. Furthermore, Defendants were guilty of oppression, fraud, willfulness and/or malice as is defined in Civil Code section 3294 such that Plaintiff should record, in addition to actual damages, exemplary and punitive damages to make an example of and to punish Defendants in an amount according to proof.

PLAINTIFF'S TWELVTH CAUSE OF ACTION
(Negligence Per Se)
On Behalf of Plaintiff DT

202. Plaintiff DT realleges and incorporates by reference the paragraphs of this Complaint as if set forth herein.

203. Defendants, and each of them, owed the Plaintiff DT a duty of care, as set forth above.

204. Defendants were subject to laws and safety regulations pertaining to product safety and maintenance, as set forth above, and – further – that such laws and regulations were intended to preserve life and prevent bodily injury to persons using Defendants' products.

205. Defendants violated one or more laws and regulations and breached their duties of care that were owed to the Plaintiff, as set forth above.

206. Plaintiff DT suffered the same type of harm that the laws and regulations were intended to prevent resulting in, without limitation, physical, emotional, and financial harm, as set forth above, from the conduct of Defendants, which was a substantial factor in causing that harm.

207. Furthermore, Defendants were guilty of oppression, fraud, willfulness and/or malice as is defined in Civil Code section 3294 such that Plaintiff should record, in addition to actual damages, exemplary and punitive damages to make an example of and to punish Defendants in an amount according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and, as applicable, those similarly situated, respectfully request that the Court enter judgment against Defendants as follows:

A. Certification of the proposed Class and California Subclass, including appointment of Plaintiffs' counsel as class counsel;

B. An order temporarily and permanently enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

C. An award of compensatory damages in an amount to be determined at trial, except for those causes of action where compensatory damages are not legally available;

D. An award of statutory damages in an amount to be determined at trial, except for those causes of action where statutory damages are not legally available;

E. An award of punitive damages in an amount to be determined at trial, except for those causes of action where punitive damages are not legally available;

F. An award of treble damages, except for those causes of action where treble damages are not legally available;

G. An award of restitution in an amount to be determined at trial;

H. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;

I. For reasonable attorneys' fees and the costs of suit incurred; and

J. For such further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury.

Dated: July 22, 2026

GUTRIDE SAFIER LLP

/s/Seth A. Safier/

Seth A. Safier (State Bar No. 197427)
seth@gutridesafier.com
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 639-9090
Facsimile: (415) 449-6469

Attorneys for Plaintiffs

EXHIBIT A

I, Thomas Thayer, declare:

1. I am a Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.

2. I submit this Declaration pursuant to California Code of Civil Procedure section 2215.5 and California Civil Code section 1780(d).

3. As set forth in the complaint, in or around January 2025, I purchased a Utilitech 7500-Lumens Halogen plug-in Stand Work Light from my local Lowe's retail store in Redding, California.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Executed this 07 / 21 / 2026 day of July, 2026 in Redding, California.

Thomas V. Thayer

Thomas Thayer

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provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Thomas Thayer, et al

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Seth Safier, Esq., Gutride Safier LLP, 100 Pine St., #1250, San Francisco, CA 94111

DEFENDANTS

County of Residence of First Listed Defendant Iredell, NC
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys *(If Known)*

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

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

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

(For Diversity Cases Only)

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

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

Click here for: Nature of Suit Code Descriptions.

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

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

TORTS

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

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

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

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

PRISONER PETITIONS

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

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

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

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

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

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

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

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

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

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

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:
violation of consumer protection laws

VII. REQUESTED IN COMPLAINT:

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

DEMAND $ proof

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
July 22, 2026

SIGNATURE OF ATTORNEY OF RECORD
/s/Seth Safier/s/

FOR OFFICE USE ONLY

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Lowe’s Lawsuit Claims Utilitech 7500-Lumens Halogen Plug-in Stand Work Lights Pose Severe Burn Risk