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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRISTIANA MENDOZA,
individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

SCHYLLING, INC., a Delaware
corporation,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff CRISTIANA MENDOZA (“Plaintiff”), individually and on behalf
 2 of all others similarly situated, brings this action based on personal knowledge as
 3 to herself and her own acts, and as to all other matters upon information and belief,
 4 based upon, inter alia, the investigation of her attorneys.

5 NATURE OF THE ACTION

6 1. This case concerns Schylling, Inc.’s popular NeeDoh line of
 7 squeezable sensory toys. Schylling markets the NeeDoh products for repeated
 8 squeezing by children and adults, including at school, at home, in the office, and in
 9 the car, and promotes them as sensory toys that can help with relaxation, fidgeting,
 10 focus, or stress relief.^{1,2}

11 2. The products share a basic construction: a flexible exterior outer shell
 12 encloses a sticky, gel-like, or maltose filling.³ Schylling sells the same concept in
 13 many shapes and sizes, including the Nice Cube, Dream Drop, Original Groovy
 14 Glob, Super NeeDoh, Teenie NeeDoh, Gumdrops, Groovy Fruit, Color Changing
 15 NeeDoh, Shaggy NeeDoh, Dohnut and Jelly Dohnut, Squeezza, Nice-sicle, Press-
 16 Doh, Color Change Cube, and other NeeDoh variants (collectively, the “NeeDoh
 17 Products”).⁴

18 3. Although individual models may use different formulations, their
 19 shared safety problem is the same: when the enclosed filling becomes heated, its
 20 temperature, volume, pressure, or viscosity may change while it remains sealed
 21 inside the flexible outer shell. Subsequent handling or squeezing may then cause
 22 the product to rupture or explode, ejecting dangerously hot and sticky filling. The
 23

24 ¹ Schylling Inc., About Us, <https://schylling.com/about-us/> (last accessed July 15, 2026).

25 ² Schylling Inc., Helping Students Get a GRIP! <https://schylling.com/press-release/helping-students-get-a-grip/> (last accessed July 15, 2026).

26 ³ Schylling FAQ, Are the contents inside my NeeDoh product safe? <https://schylling.com/faqs/> (last accessed July 15, 2026).

27 ⁴ See e.g., Schylling Inc., Classic NeeDoh—The Original Groovy Glob Sensory Squish, <https://schylling.com/product/nee-doh-the-groovy-glob-stress-ball/>; Schylling Inc., Super NeeDoh, <https://schylling.com/product/super-nee-doh/>; Schylling Inc., NeeDoh Nice Cube, <https://schylling.com/product/needoh-nice-cube/> (each last accessed July 15, 2026).

1 filling's ability to adhere to skin can prolong heat exposure, make prompt removal
2 difficult, and cause severe thermal burns.

3 4. The dangers posed by NeeDoh Products are real, recurring, and severe.
4 As detailed below, numerous reported incidents involving heated NeeDoh Products
5 have resulted in children suffering second- and third-degree burns, hospitalization,
6 permanent scarring, and other serious injuries. At least one seven-year-old child
7 was placed in a medically induced coma due to the severity of the burns.

8 5. Despite this known danger, Schyilling does not warn consumers that
9 heat exposure may cause a NeeDoh Product to rupture or explode and eject hot
10 filling capable of causing severe burns. Schyilling warns that the "contents may
11 become hot" when leaving the product in a car or direct sunlight. A separate
12 warning addressing heating, freezing, or microwaving states only that the conduct
13 may cause "personal injury". Neither warning communicates the mechanism or
14 severity of the danger: that when heated, a NeeDoh Product may rupture, burst, or
15 explode and forcefully eject hot, adhesive filling capable of causing severe burns,
16 hospitalization, permanent scarring, or disfigurement. Both warnings are placed on
17 the back of the packaging, where they are unlikely to be seen by the consumer.

18 6. The heat danger is also not apparent from the NeeDoh Product itself-
19 as it may not feel hot to touch. Upon information and belief, the rubber outer shell
20 does not readily conduct or dissipate heat from the enclosed viscous filling. Thus,
21 the exterior may feel substantially cooler and provide no warning of the danger,
22 even while the inside filling is hot enough to cause the product to explode and cause
23 severe burns.

24 7. A reasonable purchaser of a child-oriented sensory toy does not expect
25 that leaving it indoors near a window, in a car, in a classroom, or in another
26 foreseeable location may convert the toy into a pressurized container capable of
27 rupturing and expelling dangerously hot, adhesive filling.
28

8. Schylling knew of the hazards before Plaintiff's purchase. Public Consumer Product Safety Commission ("CPSC") reports sent to Schylling described NeeDoh Products that burst or exploded during intended play and allegedly caused burns. Other reports and news accounts described NeeDoh Products becoming dangerously hot in cars without ever being placed in a microwave or intentionally heated.

9. By November 2024, if not earlier, children were following a viral social-media practice of microwaving NeeDoh Products to make them softer or squishier. That month, an eleven-year-old reportedly followed a TikTok recommendation to microwave a NeeDoh for that purpose; the product burst while he held it, causing third-degree burns, months of treatment, infection, lasting scars, and continuing limitations. His family reported that the unit carried no warning.⁵

10. Schylling knew or should have known of the social media trends and the dangers the products posed when exposed to heat. In a 2023 marketing release, it celebrated NeeDoh's "unflinching grip" on social media, touted more than 150 million—and elsewhere in the same release more than 200 million—TikTok view sand directed consumers to follow @NeeDohOfficial. Social media was therefore a cultivated marketing channel that Schylling had reason and the ability to monitor for foreseeable product use and misuse.⁶

11. Despite the social media trend, Schylling's warning response was delayed, incomplete, and ineffective. On January 14, 2025, after Inside Edition reported yet another child suffering facial burns when a microwaved NeeDoh burst, Schylling responded that it added a warning, but the warning was *only* on its

⁵ Lauren Harksen, Jefferson County Teen Burned by Microwaved NeeDoh Toy Warns Others About TikTok Trend, WBRC (July 7, 2026, updated July 12, 2026), <https://www.wbrc.com/2026/07/08/jefferson-county-teen-burned-by-microwaved-needoh-toy-warns-others-about-tiktok-trend/> (last accessed July 15, 2026).

⁶ Schylling, Helping Students Get a Grip, *supra* note 2.

1 website. In March 2025, Schylling finally stated that it had added warnings to its
2 packaging too.^{7,8}

3 12. When Schylling did warn, it still did not explain the actual danger. An
4 earlier warning attributed to NeeDoh packaging stated: “CAUTION: Do not leave
5 in car or direct sun. Contents may become hot.” The later warning, now also states:
6 “Do NOT heat, freeze, or microwave, may cause personal injury.”⁹

7 13. Neither warning discloses the actual nature and seriousness of the
8 danger—that heat can cause the NeeDoh Product to rupture or explode, eject sticky
9 filling, and severely burn the user. The earlier warning names a car and direct sun
10 but describes only the commonplace condition that contents may become hot—not
11 the resulting rupture, explosion, adhesion, or burn hazard. The later warning omits
12 cars, sunlight, windows, and ambient heat altogether and identifies only unspecified
13 “personal injury.” Neither enables a parent, teacher, caregiver, or child to
14 understand the actual risk.

15 14. The microwave incidents demonstrate why a generic warning is
16 inadequate. Saying only that heating “may cause personal injury” does not warn
17 that the sealed toy may explode within seconds and eject filling hotter than 200°F
18
19
20
21

22 ⁷ Inside Edition, Girl Burned After NeeDoh Toy Explodes in Microwave (Jan. 14, 2025),
23 <https://www.insideedition.com/media/videos/8-year-old-girl-suffers-burns-on-face-after-needoh-toy-explodes-in-microwave-90066> (last accessed July 15, 2026).

24 ⁸ Andryanna Sheppard, Nonprofit Demands Investigation into Sensory Toy After Reports of
25 Blisters, Burn Marks, FOX5 Vegas (Mar. 20, 2025),
<https://www.fox5vegas.com/2025/03/21/nonprofit-demands-investigation-into-sensory-toy-after-reports-blisters-burn-marks/> (last accessed July 15, 2026).

26 ⁹ Schylling’s current product pages repeat substantially the same warning across their differently
27 shaped and filled NeeDoh products: See, e.g. <https://schylling.com/product/needoh-nice-cube/>;
<https://schylling.com/product/nee-doh-the-groovy-glob-stress-ball/>;
28 <https://schylling.com/product/color-changing-nee-doh/>; <https://schylling.com/product/jelly-dohnut-needoh/>; <https://schylling.com/product/teenie-nee-doh/> (last accessed July 15, 2026).

that can stick to skin and cause immediate or deep thermal injury.^{10,11,12}

15. Heat exposure, without a microwave, is also a known danger. California routinely experiences extreme-heat conditions, and sunlight passing through windows can rapidly heat enclosed spaces. Official heat guidance warns that parked-vehicle temperatures can rise approximately 20°F in ten minutes and 50°F in an hour, even when outdoor temperatures are only in the 70s. Against that background, storage in cars, classrooms, homes, or near windows is not remote misuse; it is a foreseeable condition of sale and use in California.¹³

16. In July 2026, a Fresno burn center and local news media were warning California families about sticky thermal burns from these filled squishy toys, including injuries after microwave heating and hot-car storage. Those after-the-fact warnings do not substitute for a manufacturer's clear warning before purchase and injury. Parents, teachers, and children should not have to learn the product's explosive failure mechanism from emergency physicians or a news report after someone is burned.¹⁴

17. Moreover, Schylling markets NeeDoh Products as portable products intended for use outside the home. Schylling promotes NeeDoh Products for use in the *car, anywhere at any time*, including *on-the-go*. Through its official *@needohofficial* TikTok account, Schylling affirmatively published videos

¹⁰ See <https://schylling.com/press-release/helping-students-get-a-grip/> (last accessed July 15, 2026).

¹¹ Mayra Franco, Popular Squishy Toy Sends Teen to Hospital with Burns, What Parents Should Know, KMPH FOX26 (July 7, 2026, updated July 8, 2026), <https://kmpfh.com/news/local/popular-squishy-toy-sends-teen-to-hospital-with-burns-what-parents-should-know> (last accessed July 15, 2026).

¹² Lauren Kirchner, *Squishy Toys Can Be a Sticky Mess*, (Dec. 16, 2025), Consumer Reports, (Some sampled toys exploded after roughly 15 seconds in a microwave and exceeded 200°F. CR also recounted a June 2025 report in which a parent picked up a NeeDoh Dream Drop from a car seat and boiling-hot, glue-like gel allegedly poured onto her hand, causing second-degree burns.)

¹³ See California Department of Public Health, Extreme Heat Safety (Feb. 25, 2026), <https://www.cdph.ca.gov/Programs/OPA/Pages/Communications-Toolkits/Heat-Summer-Safety.aspx>; National Weather Service, Look Before You Lock!, https://www.weather.gov/lmk/beat_the_heat_and_check_the_back_seat (each last accessed July 15, 2026).

¹⁴ See Franco, KMPH FOX26, *supra* note 12.

depicting NeeDoh products being used inside a vehicle and being arranged on a windowsill in direct sunlight. Schylling goes further with the NeeDoh Mello Mallo—a filled sensory toy recommended for children ages three and older—which it expressly markets for intentional sun exposure. Schylling’s website instructs consumers to “set it in the sun and watch as the colors toast and transform,” while its official Instagram post states, “Sunshine just upgraded your squeeze game” and “The NeeDoh Mello Mallo changes color in the sun,” as shown in the screenshot below. Schylling thus promotes NeeDoh Products for use and storage in the same heat-prone environments implicated by its warnings.^{15 16}



18. Schylling’s own marketing therefore depicts and encourages use in the same outdoor and automobile environments in which exposure to sunlight and elevated temperatures is reasonably foreseeable. Yet Schylling does not disclose in

¹⁵ See e.g. <https://www.tiktok.com/@needohofficial/video/7633446651864091934> and <https://www.tiktok.com/@needohofficial/video/7637140866527677726> (last accessed July 16, 2026).

¹⁶ Schylling Inc., *NeeDoh Mello Mallo*, <https://schylling.com/product/needoh-mello-mallo/>; NeeDoh Official, “Sunshine just upgraded your squeeze game,” Instagram, https://www.instagram.com/reel/DLIDm_ETm-r/ (last accessed July 20, 2026).

1 those posts that the product's sealed construction may trap heat within the filler,
2 that the exterior may not reliably reveal the internal temperature, or that a heated
3 product may rupture when subsequently handled or squeezed. Nor do the posts warn
4 that the expelled scalding filler may come out of the ruptured Product, adhere to the
5 skin, and cause severe burns.

6 19. This omission is not cured by Schylling's label stating only: "Do NOT
7 leave in a hot car or direct sun: contents may become hot." The phrase "may become
8 hot" does not disclose that the contents may become scalding, that heat may produce
9 internal pressure and rupture or explode, or that it may cause serious burn injuries.
10 Schylling thus simultaneously depicts children using NeeDoh outdoors and in
11 automobiles while withholding from those same consumers the actual nature and
12 severity of the heat-related hazard associated with those foreseeable settings.

13 20. Plaintiff is a San Jose behavioral technician who works with autistic
14 children and is familiar with sensory and fidget products. On or about April 30
15 2026, she purchased a NeeDoh Nice Cube from the Walmart located at 4055
16 Evergreen Village Sq. Ste 140, San Jose, California 95135. She reasonably
17 expected a product sold for squeezing and sensory use to remain safely contained
18 during foreseeable storage and use.

19 21. On approximately May 15, 2026 Plaintiff's Nice Cube was inside on
20 her TV stand near a window. It had not been microwaved, frozen, placed in an oven,
21 or otherwise intentionally heated. The NeeDoh did not feel hot to touch, but
22 exploded when she squeezed it and expelled extremely hot inside filler onto
23 Plaintiff's leg, burning her and causing blistering, painful red skin, and irritation.
24 Due to its sticky and adhesive composition, the product trapped residual heat
25 directly against the skin, compounding the severity of the injury.

26 22. Had Schylling adequately disclosed that foreseeable indoor sun or heat
27 could cause the product to rupture or explode and release sticky, dangerously hot
28 and irritating material, Plaintiff would not have purchased the product, would have

1 paid less for it, and would have kept it away from any location where ordinary heat
2 or sunlight could accumulate.

3 23. Schylling's actions and omissions related to the NeeDoh Products are
4 not its first instance of placing profits above children's safety. Schylling previously
5 paid a \$400,000 civil penalty to resolve CPSC allegations that it knowingly
6 distributed children's toys containing unlawful levels of lead, continued shipping
7 similar toys for months without testing its inventory, and failed to notify CPSC for
8 five years—acting only after a newspaper investigation exposed the hazard. A
9 CPSC Commissioner described the conduct as creating an “actual risk of harm to
10 children.”¹⁷

11 24. Plaintiff seeks compensation for her individual physical injuries and
12 related losses. On behalf of the proposed California Class, she seeks economic relief
13 for purchases made without disclosure of the latent safety defect and injunctive
14 relief requiring truthful, specific warnings and other appropriate corrective
15 measures. On behalf of a California Injury Subclass, she also seeks adjudication of
16 common strict-liability issues and recovery for persons physically injured by the
17 same rupture hazard.

18 THE PARTIES

19 25. Plaintiff Cristiana Mendoza is a citizen of California who resides in
20 San Jose, Santa Clara County. She purchased a NeeDoh Nice Cube in California
21 for personal, family, or household purposes and suffered physical and economic
22 injury in this District.

23 26. Plaintiff is a behavioral technician that works with autistic children.
24 Schylling specifically promotes NeeDoh Products as sensory and fidget products,

25 ¹⁷ See *Schylling Associates, Inc.; Provisional Acceptance of a Settlement Agreement and Order*,
26 75 Fed. Reg. 30,784, 30,785–87 (June 2, 2010),
27 <https://www.federalregister.gov/documents/2010/06/02/2010-13088/schylling-associates-inc-provisional-acceptance-of-a-settlement-agreement-and-order>; see also Statement of Comm'r
28 Anne M. Northup on the Proposed \$400,000 Civil Penalty Settlement for Schylling Associates, Inc. 1 (May 25, 2010), https://www.cpsc.gov/s3fs-public/pdfs/foia_schylling05252010.pdf.

1 as appropriate for schools and those with special needs, and as products that may
 2 help with anxiety, focus, attention, and centering. Those promoted uses were
 3 material to Plaintiff's decision to buy a NeeDoh Product.^{18,19}

4 27. Defendant Schylling, Inc. ("Schylling" or "Defendant") is a Delaware
 5 corporation headquartered in North Andover, Massachusetts. Schylling designs,
 6 manufactures, tests, labels, advertises, distributes, warrants, and sells the NeeDoh
 7 Products throughout California and the United States.²⁰

8 JURISDICTION AND VENUE

9 28. This Court has subject-matter jurisdiction under the Class Action
 10 Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Class contains at
 11 least 100 members, at least one Class member is a citizen of a state different from
 12 Defendant, and the aggregate amount in controversy exceeds \$5,000,000, exclusive
 13 of interest and costs.

14 29. Minimal diversity exists because Plaintiff and members of the
 15 proposed California Classes are citizens of California, while Defendant Schylling,
 16 Inc. is a citizen of Delaware, where it is incorporated, and Massachusetts, where it
 17 maintains its principal place of business.

18 30. The amount in controversy is satisfied because Schylling has stated
 19 that more than 100 million NeeDoh units have been sold, the products are broadly
 20 sold through national and California retailers, and the Class seeks restitution, actual
 21 damages, statutory remedies, punitive damages where available, attorneys' fees,
 22 and injunctive relief. On information and belief, California sales and the value of
 23 the requested relief exceed \$5,000,000 in the aggregate.

24 31. This Court has personal jurisdiction over Schylling because Schylling
 25 purposefully directs, distributes, markets, and sells NeeDoh Products to California

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 27 ¹⁸ See <https://schylling.com/press-release/helping-students-get-a-grip/> (last accessed July 15,
 2026).

28 ¹⁹ See Schylling product pages, *supra* note 4.

²⁰ See Schylling, About Us, *supra* note 1.

1 consumers through established retail and e-commerce channels; derives substantial
 2 revenue from those sales; and the claims arise from a NeeDoh Product sold to and
 3 used by Plaintiff in California.

4 32. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because
 5 a substantial part of the events or omissions giving rise to the claims occurred here:
 6 Plaintiff resides in San Jose, purchased the Nice Cube at a Walmart in Santa Clara
 7 County, encountered Defendant's omissions and warnings here, used the product
 8 here, and was injured here. Assignment to the San Jose Division is proper under
 9 Civil Local Rule 3-2(e).

10 **FACTUAL ALLEGATIONS**

11 **A. Schylling's NeeDoh Product Line and Marketing**

12 33. Schylling describes NeeDoh as a leading sensory and fidget brand built
 13 around soft, stretchy dough or gel-filled products intended to be squeezed, pulled,
 14 or smushed repeatedly. The products are marketed for ages 3 and older.

15 34. Schylling does not market NeeDoh Products as requiring special
 16 temperature-controlled storage. It markets them as portable toys for ordinary life—
 17 at home, in classrooms, offices, cars, party settings, and "*anywhere at any time.*"
 18 Schylling's marketing encourages consumers to keep the products nearby and use
 19 them throughout the day.²¹

20 35. Schylling also promotes NeeDoh Products as particularly suitable for
 21 schools, people with special needs, and consumers with anxious tendencies or a
 22 need for focus and centering. This marketing predictably places the products in
 23 children's hands and in classrooms, desks, window side areas, and in vehicles.

24 36. The intended and reasonably foreseeable users include children,
 25 including children who may have autism, ADHD, anxiety, or other sensory needs.

26
 27
 28 ²¹ See Schylling, Helping Students Get a GRIP! available at: <https://schylling.com/press-release/helping-students-get-a-grip/> (last accessed July 15, 2026).

1 Such consumers may squeeze, carry, drop, leave, retrieve, or store the toys in the
2 same ordinary locations in which children use and keep other toys.

3 37. Schylling capitalized on the products' social-media popularity. Its own
4 press materials stated that the NeeDoh line had generated more than 200 million
5 TikTok views, encouraged consumers to showcase playing with their NeeDohs, and
6 promoted its official social account. Schylling thus used TikTok and related
7 platforms to create demand and had reason to monitor how the same child-oriented
8 product was being displayed and manipulated. Social-media-driven demand
9 increased both sales and the foreseeability that children would experiment with the
10 products' texture to share and gain views.²²

11 38. NeeDoh Products vary in size, shape, color, and particular filling, but
12 each relevant product is sold as the same essential experience: a sealed, flexible,
13 filled object designed to be compressed and to return to its original form. The
14 products are substantially similar with respect to the alleged defect, the omitted
15 heat-and-rupture hazard, the intended use, the target consumer, and the warnings at
16 issue.

17 39. Schylling's own current labeling practice confirms that it treats heat
18 exposure as a common NeeDoh-line hazard. Across many differently shaped and
19 filled NeeDoh product pages, Schylling repeats the same or substantially similar
20 instruction not to heat, freeze, or microwave because personal injury may result.²³

21 40. The Class allegations do not depend on every formula being
22 chemically identical. They depend on the common, undisclosed fact that the
23 NeeDoh Products are sealed, filled squeeze toys that can rupture and expose
24 consumers to hot, adhesive, or irritating filling under foreseeable conditions, and on
25 Schylling's common failure to communicate the specific nature and consequences
26 of that hazard.

27
28 ²² *Id.*

²³ See Schylling product warnings, *supra* note 9.

B. The Common Rupture, Heat, and Skin-Exposure Hazards

41. NeeDoh Products are designed to be squeezed and contain a thick, sticky filling inside a flexible outer material, or “shell.” This sealed flexible object filled with viscous material experiences internal pressure when squeezed and its contents expand or change viscosity with temperature. The outer shell can break open during use or after becoming too hot. When that happens, the filling may burst onto a user’s skin.

42. Schylling states that most NeeDoh products consist of a thermoplastic-rubber (“TPR”) outer shell filled with polyvinyl alcohol (“PVA”) or maltose. Upon information and belief, the combination of a polymer shell and a highly viscous filler impedes the toy’s ability to dissipate heat quickly and uniformly. Polymers generally have low thermal conductivity, and high viscosity suppresses the internal circulation that otherwise transfers heat through a liquid. Consequently, after exposure to a microwave, direct sunlight, or a hot vehicle, portions of the enclosed filling may remain dangerously hot even when the outside shell feels cool. The exterior may therefore fail to provide an adequate or timely indication of the temperature of the material inside.²⁴ In fact, published reports describe this exact scenario, when a child touches the NeeDoh Product, it does not feel hot before it

²⁴ See Zewei Cai et al., *Progress of Polymer-Based Thermally Conductive Materials by Fused Filament Fabrication: A Comprehensive Review*, 14 *Polymers* 4297 (2022), <https://doi.org/10.3390/polym14204297> (explaining that polymers typically possess low thermal conductivity); Thilakavathi Ramamurthy & Suresh Krishnan, *Influence of Viscosity on the Thermal Behavior of Fluids in a Sealed Can*, 61 *Alexandria Engineering Journal* 7833, 7833–42 (2022), <https://doi.org/10.1016/j.aej.2022.01.038>

1 explodes the boiling liquid causing severe burns.²⁵ ²⁶ This was Plaintiff's
2 experience as well.

3 43. Governmental authorities have likewise recognized that the internal
4 heat danger presented by gel-filled squishy toys may be concealed from the user. In
5 June 2026, Gloucestershire Trading Standards warned that, although "the outside
6 may feel cool," the enclosed gel "can become extremely hot and may burst, causing
7 burns or other injuries."²⁷

8 44. Heating also increases the danger that a squishy gel toy will rupture
9 and release its contents. Consumer complaints, CPSC reports, and independent
10 testing describe NeeDoh and similar filled squeeze toys that broke, burst, popped,
11 or exploded during ordinary use or after heat exposure. Consumer Reports further
12 found that extreme temperature changes can make squeeze toys break open more
13 easily and that some sampled toys exploded after approximately fifteen seconds of
14 microwave heating and exceeded 200°F.²⁸

15 45. These risks are not apparent to an ordinary consumer, particularly a
16 child. A warning merely stating that the "contents may become hot" does not
17 disclose that the exterior may not reliably indicate the temperature of the filling;
18 that dangerous heat may remain concealed inside the toy; that squeezing the toy
19 may cause it to rupture and suddenly discharge the heated filling; cause severe
20

21 ²⁵ Abigail Mableson, *Warning over 'explosive' squishy toy trend landing children in hospital*
22 *with severe burns and needing skin grafts*, The Sun, (June 29, 2026)
23 <https://www.thesun.co.uk/news/39579763/explosive-squishy-toy-burns-children-hospital/>
(reporting that while the outside may feel cool, the gel inside can become extremely hot and
24 may burst, causing burns or other injuries).

25 ²⁶ Ben Cost *Authorities warn parents about dangerous TikTok challenge with popular*
26 *children's toy that causes 'traumatizing' burns*, New York Post, (May 4, 2026)
27 <https://nypost.com/2026/05/04/lifestyle/popular-needoh-toy-tiktok-challenge-leaves-child-with-traumatizing-burns/>
(Describing that because of the rubber outer layer, they couldn't feel how
28 hot it was inside, so her friend squeezed it, which is when it burst onto both of them).

²⁷ See <https://www.gloucestershire.gov.uk/gcc-news/news-june-2026/nearly-2-000-unsafe-squishy-toys-seized-by-trading-standards/>

²⁸ See Kirchner, Consumer Reports, *supra* note 12.

1 burns, or that the hot, viscous material may adhere to the skin, prolong exposure,
2 and aggravate the resulting burn.

3 46. When a NeeDoh Product's outer shell opens under pressure, the
4 contents may be expelled rather than merely leak slowly. Consumers and public
5 reports accordingly describe products that "burst," "busted," "popped," or
6 "exploded."²⁹

7 47. The risk is not limited to deliberate microwaving. Cars, sunlit rooms,
8 windows, backpacks, outdoor play areas, and other common locations can expose
9 toys to elevated temperatures. A toy marketed for use in the car and "anywhere at
10 any time" foreseeably will sometimes be left where ambient heat accumulates.

11 48. That exposure is particularly foreseeable in California. State public-
12 health authorities maintain extreme-heat guidance, and the National Weather
13 Service explains that solar energy entering through glass causes parked vehicles to
14 heat rapidly and that cracking the windows provides little protection. A filled toy
15 marketed for cars, schools, homes, and use anywhere should be designed and
16 warned for those predictable heat conditions.³⁰

17 49. The filling can make the injury worse. Unlike burning water, which
18 may run off skin, reports describe heated NeeDoh Product filling as glue-like or
19 taffy-like. Adhesion can hold hot material against skin, complicate removal, and
20 compound the severity of the burns.³¹

21 50. The filling can also cause skin irritation apart from, or in combination
22 with, heat. Consumer Reports identified maltose or malt extract in the Nice Cube
23 and PVA in the Groovy Glob. Its experts stated that either material could irritate
24

25 ²⁹ *Id.*

26 ³⁰ See CDPH and National Weather Service heat guidance, *supra* note 13.

27 ³¹ Josh Taylor, West Virginia Teen Burned After Popular Toy Left in Hot Car Explodes, Mom
28 Says, CBS News Pittsburgh (updated June 29, 2026),
<https://www.cbsnews.com/pittsburgh/news/girl-burned-after-popular-toy-left-in-hot-car-explodes-mom-says/> (last accessed July 15, 2026).

1 some skin and that elevated temperatures could worsen irritation.³² A dermatologist
2 similarly explained that children's thinner skin makes any reactions more
3 pronounced.³³

4 51. Schylling maintained that the identified ingredients would not burn
5 skin at room temperature. Even Schylling's position, however, points to heat as an
6 explanation for reported injuries and does not eliminate the separate danger of
7 thermal burns from heated sticky filling.

8 52. Consumer Reports separately heated sample squishy toys and found
9 that some exploded after about 15 seconds in a microwave and reached
10 temperatures above 200°F—hot enough, according to CR's safety experts, to cause
11 immediate tissue damage. This brief testing illustrates the speed and severity with
12 which a toy designed for small children can become a burn hazard when exposed
13 to heat.³⁴

14 53. The microwave incidents are relevant because they demonstrate a
15 known issue—rapid internal heating followed by rupture and release of scalding,
16 adhesive material—and because Schylling's response shows its knowledge and
17 ability to add warnings across the entire product line.

18 54. They are also relevant to foreseeability. Schylling marketed NeeDoh
19 to children and publicized the brand's social-media popularity. By November 2024,
20 the microwave practice had caused a documented third-degree burn injury, and by
21 early January 2025 Schylling had added a website warning. A Fresno burn-center
22 physician later confirmed that the viral practice was producing burns. Once
23 Schylling knew or should have known that children were engaging in that conduct,
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27 ³² Kirchner, Consumer Reports, supra note 12.

28 ³³ *Id.*

³⁴ See Kirchner, Consumer Reports, supra note 12.

1 a generic warning of unspecified “personal injury” did not fully communicate the
2 known risks of explosion, scalding temperature, adhesion, and severe burns.^{35,36,37}

3 55. Upon information and belief, a safer design was technologically and
4 economically feasible, including a more heat-stable and less irritating filling, a
5 filling that does not adhere to skin, a stronger or differently constructed exterior and
6 seam, a design that tolerates foreseeable temperature and pressure changes without
7 rupture. Separately, clearer temperature, storage, rupture, burn, and first-aid
8 warnings were feasible.

9 **C. Prior Reports, Complaints, and Schyelling’s Notice**

10 56. Consumer complaints related to the danger NeeDoh Products
11 presented were widespread before Plaintiff’s purchase.

12 57. On October 29, 2024, a consumer reported to the CPSC that an eight-
13 year-old was playing with a NeeDoh Nice Cube when it burst and the liquid
14 contacted his leg, allegedly causing chemical burns to his calf and ankle. The CPSC
15 database states that the report was sent to Schyelling on November 4, 2024.³⁸

16 58. That report identified the manufacturer, brand, model, registration or
17 serial information, UPC, retailer, purchase date, injury, and photographs. It
18 therefore gave Schyelling specific notice of a Nice Cube rupture during ordinary
19 child play and alleged burns and injuries from the contents.

20 59. In November 2024, the social-media trend also materialized in a
21 catastrophic injury. An eleven-year-old reportedly saw a TikTok trend
22 recommending that users microwave a NeeDoh to make it squishier. When he held
23 and squeezed the warmed product, it burst over his neck, chest, and hands, causing
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25 ³⁵ See Harksen, WBRC, *supra* note 5.

26 ³⁶ See Inside Edition, *Girl Burned After NeeDoh Toy Explodes*, *supra* note 7.

27 ³⁷ See Franco, KMPH FOX26, *supra* note 11.

28 ³⁸ U.S. Consumer Product Safety Commission, SaferProducts.gov Incident Report No. 20241029-
BE8B0-2147335660 (published Nov. 19, 2024),
<https://www.saferproducts.gov/PublicSearch/Detail?ReportId=4970013> (last accessed July 15,
2026).

1 third-degree burns, approximately four months of treatment, infection, lasting scars,
2 and continuing limitations. The family reported that the product carried no warning
3 at the time.³⁹

4 60. That incident establishes that the NeeDoh microwave practice existed
5 by November 2024 at the latest. It also occurred after Schylling had publicly
6 celebrated NeeDoh's enormous TikTok audience and its deliberate social-media
7 marketing.⁴⁰

8 61. On January 14, 2025, Inside Edition reported that an eight-year-old
9 suffered facial burns when a microwaved NeeDoh burst. The report further stated
10 that Schylling had added the "Do not heat, freeze, or microwave, may cause
11 personal injury" warning, but only to its website – not the packaging – the previous
12 week.⁴¹

13 62. On January 12, 2025, another consumer reported that an undamaged
14 NeeDoh Nice Cube exploded while a ten-year-old used it as intended. The report
15 described a chemical burn on the child's forearm and emergency-department
16 treatment. The CPSC database states that the report was sent to Schylling on
17 January 15, 2025.⁴²

18 63. The January 2025 report was especially significant because it
19 expressly stated that the toy was being used as intended, had not been damaged
20 before the incident, and "exploded." The allegations thus could not reasonably be
21 dismissed as involving only microwave misuse.

22 64. In March 2025, Consumer Reports publicly asked the CPSC to
23 investigate the Nice Cube and similar sensory squeeze toys after identifying
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25 ³⁹ See Harksen, WBRC, *supra* note 5.

26 ⁴⁰ See Schylling, Helping Students Get a GRIP!, *supra* note 2.

27 ⁴¹ See Inside Edition, Girl Burned After NeeDoh Toy Explodes, *supra* note 7.

28 ⁴² U.S. Consumer Product Safety Commission, SaferProducts.gov Incident Report No. 20250112-1FB5A-2147333937 (published Jan. 30, 2025), <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=5108893> (last accessed July 15, 2026).

1 reported blisters and burns. The request drew public attention to both intended-use
2 ruptures and severe microwave-heating incidents.

3 65. Schylling responded publicly that misusing a NeeDoh Product by
4 heating, microwaving, or freezing was dangerous and may cause injury. Schylling
5 further stated that it had added a warning to NeeDoh packaging and its website.⁴³

6 66. That response demonstrates, at minimum, Schylling's actual
7 knowledge by March 2025 that temperature changes could cause personal injury,
8 that the existing warning program required revision, and that the issue applied
9 broadly enough to warrant changes to NeeDoh packaging and the brand website.

10 67. A June 2025 incident described by Consumer Reports involved no
11 microwave. A parent reported that a NeeDoh Dream Drop left on a car seat became
12 so hot that boiling, glue-like filling poured onto her hand when she picked it up,
13 allegedly causing second-degree burns.⁴⁴

14 68. In August 2025, a CPSC report described a Groovy Fruit NeeDoh that
15 burst while a ten-year-old squeezed and twisted it in a car. The parent reported
16 burning followed by painful skin injuries across the child's hands. The CPSC
17 database states that the report was sent to Schylling on August 8, 2025.⁴⁵

18 69. These reports spanned at least three distinct NeeDoh forms—the Nice
19 Cube, Dream Drop, and Groovy Fruit—and included intended play, ordinary
20 handling after car storage, heat, rupture, sticky filling, and skin injury. They placed
21 Schylling on notice that the concern was broader than one product, one batch, one
22 filling, or one social-media challenge.

23 70. On June 10, 2026, KRQE reported that a thirteen-year-old suffered
24 third-degree burns from a NeeDoh that had been left in a hot car for hours. When

25 ⁴³ See Sheppard, FOX5 Vegas, *supra* note 8.

26 ⁴⁴ See Kirchner, Consumer Reports, *supra* note 12.

27 ⁴⁵ U.S. Consumer Product Safety Commission, SaferProducts.gov Incident Report No. 20250805-
28 17290-2147328916 (published Aug. 22, 2025),
<https://www.saferproducts.gov/PublicSearch/Detail?ReportId=5464670> (last accessed July 15, 2026).

1 she later squeezed it, the toy allegedly exploded and released scalding, sticky filling
2 onto her arms and legs. The incident involved no microwave and demonstrated that
3 foreseeable environmental heat alone could create the same explosive, adhesive
4 burn mechanism.⁴⁶

5 71. The New Mexico incident was consistent with the earlier Dream Drop
6 hot-car burn, the Groovy Fruit car rupture, and Schylling's own instruction not to
7 leave NeeDoh Products in cars or direct sun. It further demonstrated that describing
8 contents merely as becoming "hot" did not adequately communicate the risk of
9 explosion, third-degree burns, and sticky filling that can remain attached to skin.
10 This and subsequent reports corroborate the same non-microwave, heat-related
11 failure mode and the continuing need for corrective relief, not as evidence of
12 Schylling's knowledge before Plaintiff's purchase.

13 72. By July 2026, Schylling again acknowledged the continuing trend of
14 serious burn incidents. Contemporaneous hot-car reporting underscored that
15 ordinary consumers did not appreciate the hazard. After a hot squishy toy ruptured
16 onto a thirteen-year-old's leg, the parent explained: "It's a toy. You don't think how
17 this could be dangerous." The report also stated that dozens of CPSC reports
18 described ruptures, irritation, and burns, with several involving toys left in hot
19 cars.⁴⁷

20 73. Another report stated that the hot, thick filling on the child's lap had
21 to be removed with saline in an emergency department and that Poison Control
22 described approximately half a dozen local calls involving squishy toys. Consumers
23 thanked the family for *publicizing a risk they had not previously considered*.⁴⁸

24 ⁴⁶ Marilyn Upchurch, New Mexico Teen Gets 3rd Degree Burns from Viral NeeDoh Toy After
25 Leaving It in Hot Car, KRQE News 13 (June 10, 2026, updated June 11, 2026),
26 <https://www.krqe.com/news/new-mexico/new-mexico-teen-gets-3rd-degree-burns-from-viral-needoh-toy-after-leaving-it-in-hot-car/> (last accessed July 15, 2026).

27 ⁴⁷ Brenda Ordonez, Squishy Toy Left in Hot Car Burns Teen, Family Warns Parents, FOX19
28 (June 30, 2026), <https://www.fox19.com/2026/06/30/squishy-toy-left-hot-car-burns-west-virginia-teen-family-warns-parents> (last accessed July 15, 2026).

⁴⁸ See Taylor, CBS News Pittsburgh, *supra* note 31.

74. California medical providers were encountering the same mechanism. In July 2026, the Burn Medical Director at Community Regional Medical Center in Fresno stated that the center had treated patients with squishy-toy injuries; identified both microwave heating and hot-car storage as recurring scenarios; and explained that the hot interior material can rupture and stick to skin. The report did not identify every treated toy by brand, but it corroborated the same filled-toy thermal and adhesion hazard alleged here.⁴⁹

75. The need for burn specialists, emergency departments, and news outlets to issue reactive public warnings underscores the inadequacy of product warnings that consumers received before the incidents. Schylling possessed product-specific information and controlled the packaging, design, and post-sale communications through which a timely and effective warning could be given.

76. Long before Plaintiff bought her Nice Cube in on April 30, 2026, Schylling possessed information from consumer complaints, CPSC reports, its own investigation and testing, public advocacy, media inquiries, and communications with regulators sufficient to know of the heat, rupture, burn, adhesion, and irritation hazards alleged here.

D. Schylling's Warnings Were Absent, Incomplete, or Inadequate

77. The available record shows an absent, incomplete, and reactive warning program. The family of the child burned in November 2024 reported that his NeeDoh carried no warning. Inside Edition reported on January 14, 2025, that Schylling had only added a website warning the preceding week. In March 2025, Schylling said it had added a warning to packaging and its website.^{50,51}

78. An earlier warning attributed to NeeDoh packaging states: "CAUTION: Do not leave in car or direct sun. Contents may become hot." The

⁴⁹ See Franco, KMPH FOX26, supra note 13.

⁵⁰ See Harksen, WBRC, supra note 5.

⁵¹ See Inside Edition, Girl Burned After NeeDoh Toy Explodes, supra note 7.

1 later-added warning, now repeated on many Schylling product pages, states: “Do
2 NOT heat, freeze, or microwave, may cause personal injury.”

3 79. Neither adequately warns that heat may cause the inner filling to get
4 dangerously hot, rupture, burst, or explode and cause severe burns Neither identifies
5 the means by which injury occurs: hot sticky filling exploding onto the consumer.

6 80. The earlier warning identifies a car and direct sun, but its statement
7 that contents may become “hot” minimizes rather than explains the resulting
8 danger. Consumers routinely encounter objects that become warm in sunlight
9 without becoming pressurized, rupturing, spraying adhesive filling, and causing
10 serious burns. The omitted consequences are what make the condition dangerous.

11 81. The later warning is deficient in a different and additional way. It omits
12 cars, direct sun, indoor windows, and accumulated ambient heat altogether, even
13 though Schylling markets NeeDoh for use in *cars, on the go* and “*anywhere at any*
14 *time.*” Its phrase “may cause personal injury” also fails to identify the type, severity,
15 or mechanism of injury, including rupture or explosion, immediate thermal burns,
16 continued heat transfer from adhering filling, skin irritation, blistering, scarring, or
17 injury to the eyes and face.

18 82. Even as to the conduct it expressly mentions, the warning is
19 incomplete. Telling a child or parent only that microwaving “may cause personal
20 injury” does not disclose that a sealed toy may explode after brief heating and eject
21 sticky material that remains on skin and can cause immediate or deep burns. Nor
22 does it warn consumers not to squeeze, puncture, or handle a warmed product while
23 it cools.

24 83. The inadequacy is demonstrated by the injuries themselves. The
25 November 2024 victim suffered full-thickness burns and lasting scars; the January
26 2025 victim suffered facial burns; and the June 2026 hot-car victim suffered third-
27 degree burns. A warning that says only “may cause personal injury” or that contents
28 “may become hot” omits the critical consequences that make the danger

1 comprehensible: rupture or explosion, hot adhesive filling, immediate severe burns,
2 scarring, infection and permanent disfiguration.

3 84. The warnings also fail to provide adequate storage instructions. The
4 earlier warning identifies cars and direct sun but does not explain that those
5 conditions may lead to rupture, explosion, ejection, or burns. The later warning does
6 not identify cars or sunlight at all. Neither identifies a maximum safe temperature;
7 explains that indoor window exposure can be dangerous; instructs consumers that
8 the product may not feel hot despite containing dangerously hot filler; or explains
9 how long to wait to play with the toy after heat exposure.

10 85. Nor do the warnings provide first-aid instructions suited to a sticky
11 heated filling. They do not tell consumers how to remove adhering material without
12 pulling skin, how long to cool the affected area, when to contact Poison Control, or
13 when to seek emergency care.

14 86. The only heat-related warning appears in small print on the back of the
15 packaging, while the front facing panel promotes NeeDoh Products as as safe,
16 soothing, toy. Any warning placed only on the back of a disposable outer packaging
17 is also inadequate for a durable toy likely to remain in use after the packaging is
18 discarded.

19 87. Schyelling could have used clear language at little cost. Its failure to
20 communicate comparable information rendered the warnings inadequate.

21 88. Schyelling's selective warnings demonstrate that when its financial
22 interests were threatened, it knew how and was willing to communicate forcefully,
23 specifically, and conspicuously. Schyelling issued a prominent OFFICIAL
24 STATEMENT and FRAUD ALERT, identified specific sellers and platforms,
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1 directed consumer authorized channels, and ironically, associated its official
2 products with “safety”.⁵²

3 89. But when an equally conspicuous and specific warning about genuine
4 NeeDoh products potential to rupture, explode, and severe burn hazards could
5 discourage purchases and hurt its bottom line, Schyelling made no comparable
6 official statement or alert. Despite numerous injuries and reports, including children
7 being hospitalized and put into a coma.

8 90. The disparity supports an inference that Schyelling’s omissions were
9 not caused by an inability to communicate the danger. Rather, Schyelling warned
10 consumers specifically when doing so protected sales while withholding
11 comparable specificity when it might discourage sales.

12 91. Had Plaintiff received a conspicuous and specific warning identifying
13 rupture, explosion, sticky hot filling, burns, indoor sunlight, and the need to cool
14 before handling, she would not have purchased the product.

15 **E. Schyelling Conceals and Minimizes the Explosion and Burn Hazard**

16 92. Nowhere in Schyelling’s public warnings or statements—including its
17 product labels and e-commerce warnings, website and FAQ, social-media
18 communications, or responses to news reports—does Schyelling disclose, much less
19 warn, that a NeeDoh product may explode or violently rupture and expel filler hot
20 enough to cause severe burns.

21 93. This omission persists even when Schyelling responds directly to
22 reports expressly describing NeeDoh products exploding, ejecting hot and adhesive
23 contents, and causing severe burns, scarring, hospitalization, and, in one instance, a
24 medically induced coma. In those responses, Schyelling characterizes the incidents

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27 ⁵² See Instagram Post, @needohofficial, April 3, 2026,
28 https://www.instagram.com/p/DWr8PSVAPb2/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWFlZA== (last accessed July 17, 2026).

1 merely as product “misuse” that is “dangerous” and “may cause injury,” without
2 identifying the actual mechanism or severity of the hazard.⁵³

3 94. Schylling’s warning concerning foreseeable environmental heat is
4 similarly incomplete. The warning states only: “Do NOT leave in a hot car or direct
5 sun: contents may become hot.” It does not warn that the contents may reach
6 temperatures capable of causing severe burns; that the exterior may not reliably
7 reveal the filler’s internal temperature; that heating may cause pressure to build
8 within the sealed shell; that the product may rupture or explode when subsequently
9 handled or squeezed; or that the expelled viscous filler may adhere to the skin and
10 prolong the resulting thermal injury. Thus, although Schylling acknowledges that
11 ordinary environmental conditions may heat the contents of the toy designed for 3-
12 year-olds, it omits any warning that those conditions may result in explosive rupture
13 or burn injury.

14 95. Schylling’s separate warning concerning microwave use likewise
15 states only: “Do NOT heat, freeze or microwave; may cause personal injury.” That
16 generalized reference to unspecified “personal injury” does not tell consumers that
17 the enclosed filler may rapidly overheat and build pressure; that the product may
18 explode after it has been removed from the microwave or when it is squeezed; or
19 that the explosion may propel scalding, adhesive material onto a child. Nor does it
20 disclose that the resulting burns may require emergency treatment, hospitalization,
21 or treatment for permanent scarring. Medical experts have explained that the heated
22 gel may build pressure until the product explodes and that its thickness causes it to
23 adhere to skin, potentially producing deeper burns than ordinary hot liquid.^{54 55}

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25 ⁵³ See Charna Flam, *Girl, 7, Ends Up in Coma with Severe Burns After Microwaving Popular Squishy Toy*, People
26 (Mar. 20, 2025), <https://people.com/girl-7-coma-with-severe-burns-after-microwaving-popular-squishy-toy-needoh-11699893>

27 ⁵⁴ See <https://www.loyolamedicine.org/stories/nine-year-old-burns-himself-after-learning-tiktok-trend-involving-popular-sensory-toy> (last accessed July 16, 2026).

28 ⁵⁵ See <https://www.parents.com/what-is-the-needoh-microwave-trend-11910993> (last accessed July 16, 2026).

96. Likewise, Schylling’s FAQ intentionally minimizes the danger. Its only discussion of escaped filler treats the event as an ordinary cleanup problem and instructs consumers merely to pick up or clean the material. The FAQ does not warn that escaped filler may be dangerously hot, that it may adhere to skin and cause burns, or that consumers should avoid contact, immediately cool or irrigate an exposed area, protect the eyes and airway, or seek emergency medical treatment. The FAQ describes the filler ‘escaping’, but does not disclose that filler may ‘escape’ because the product has explosively ruptured from internal heat and pressure. By describing escaped filler only as something to be cleaned up, Schylling’s FAQ affirmatively conveys that leakage is a housekeeping concern rather than a potentially serious safety emergency.⁵⁶

97. Schylling’s repeated selection of vague terms such as “hot” and “personal injury,” while omitting explosion, scorching filler, adhesion to skin, severe burns, and the potential need for emergency treatment, is particularly significant because Schylling had received numerous reports describing those exact consequences. Schylling’s continued omission of the known mechanism and severity of the hazard—across its labels, website, FAQ, e-commerce warnings, social-media communications, and responses to the press—demonstrates that its failure to provide a complete warning was knowing and deliberate.

F. Plaintiff’s Purchase and Injury

98. On or about April 30, 2026, Plaintiff purchased a NeeDoh Nice Cube from the Walmart located at 4055 Evergreen Village Sq. Ste 140, San Jose, California 95135. She reasonably expected a product sold for squeezing and sensory use to remain safely contained during foreseeable storage and use. The product was new and was acquired for personal, family, or household sensory and stress-relief use.

⁵⁶ See Schylling FAQ, <https://schylling.com/faqs/> (last accessed July 16, 2026).

1 99. Before purchase, Plaintiff saw the NeeDoh name, the product, and
2 packaging or point-of-sale presentation that portrayed it as a squeezable sensory or
3 fidget toy. Schylling intended consumers to understand that the product was suitable
4 for the ordinary squeezing, carrying, and storage associated with such a toy.

5 100. Had Schylling conspicuously disclosed on the product or its point-of-
6 sale packaging that foreseeable indoor sunlight or accumulated ambient heat could
7 cause the Nice Cube to rupture or explode and eject sticky filling capable of causing
8 burns or skin irritation, Plaintiff would have seen and heeded that disclosure and
9 would not have purchased the product, or would have paid less. The omitted hazard
10 was material to a reasonable consumer and was not reasonably discoverable at the
11 point of sale.

12 101. No warning presented to Plaintiff adequately disclosed that indoor
13 sunlight or accumulated ambient heat could cause the Nice Cube to rupture or
14 explode and release dangerously hot, adhesive, or irritating filling. Plaintiff did not
15 understand a generic statement about heat or injury to communicate that specific
16 risk.

17 102. Plaintiff used and stored the product in a reasonably foreseeable
18 manner. She did not puncture, cut, microwave, freeze, bake, or intentionally heat
19 the Nice Cube. Approximately two weeks after purchase, on or about May 15, 2026,
20 it was indoors on a shelf of her TV stand, near a window, a commonplace location
21 for a small toy or desk object.

22 103. The NeeDoh did not feel hot, but when she squeezed it ruptured or
23 exploded and released its filling onto Plaintiff's leg. The filling burned her and
24 caused blisters, painful redness, and skin irritation. Plaintiff also lost the purchase
25 price and use of the product.

26 104. The incident was substantially similar to earlier reported failure
27 modes: a sealed NeeDoh Product ruptured and expelled hot filling that contacted
28

1 and burned the consumer's skin. Plaintiff's incident further confirmed that a
2 microwave is not necessary for the hazard to materialize.

3 105. The Nice Cube reached Plaintiff without substantial change in the
4 condition in which Schylling placed it into the stream of commerce. Plaintiff did
5 not alter its design, filling, outer skin, seam, or warnings.

6 106. A clear warning about rupture and serious burns would have changed
7 Plaintiff's conduct. A generic statement that contents might become hot did not
8 allow her to appreciate the explosive failure, the adhesive nature of the filling, the
9 potential severity of contact, or that an indoor window could present the triggering
10 condition.

11 107. As a direct and proximate result of the defects and omissions, Plaintiff
12 suffered physical pain, a thermal burn and skin injury, redness, irritation, emotional
13 distress associated with the unexpected incident, cleanup, and economic loss, in
14 amounts to be proven.

15 **G. Materiality and Economic Injury**

16 108. The undisclosed hazard is material to a reasonable consumer. A parent,
17 teacher, caregiver, or consumer buying a sensory toy for a child would consider it
18 important that the toy can rupture or explode after foreseeable heat exposure and
19 release sticky hot filling capable of causing burns.

20 109. Consumers pay for a safe, durable, reusable sensory product—not a
21 sealed container that requires temperature-controlled handling or constant
22 supervision to prevent explosion. A product containing an undisclosed defect is
23 worth less than a product that performs safely as reasonably expected.

24 110. Had Defendant disclosed the true risk and provided an adequate
25 warning, Plaintiff and reasonable Class members would not have purchased the
26 NeeDoh Products, would have paid materially less, or would have selected a safer
27 alternative.
28

111. Defendant's omission allowed it to charge and retain the full market price while shifting the risk and cost of rupture and explosion, burns, irritation, cleanup, and disposal to consumers. Defendant thereby obtained money it would not have received had the truth been disclosed.

112. Schylling had exclusive and superior knowledge of product specifications, filling formulations, skin and seam tolerances, thermal and cycle testing, complaint data, retailer communications, CPSC reports, and the chronology and rationale for its warning changes. Consumers could not reasonably discover that information before purchase.

113. Defendant continues to sell NeeDoh Products. Plaintiff would consider purchasing a NeeDoh sensory product in the future if it were redesigned to be safe and accompanied by complete, truthful, conspicuous warnings. She is presently unable to rely on Defendant's labeling to determine whether the defect has been corrected or whether a given model is safe, creating a continuing threat of future harm.

CLASS ACTION ALLEGATIONS

114. Plaintiff brings the consumer and warranty claims in this Complaint on behalf of herself, a Nationwide Class, the California Class, and brings the strict-liability failure-to-warn and design-defect claims on behalf of herself and the California Injury Subclass, under Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and, as appropriate, Rule 23(c)(4):

Nationwide Class: All persons in the United States who, during the Class Period, purchased for personal, family, or household use a NeeDoh Nice Cube or another NeeDoh product containing a materially similar sealed flexible shell, filling, and heat-related warning or omission.

California Class: All persons who, while residing in California, purchased in California for personal, family, or household use one or

1 more NeeDoh Products during the four years preceding the filing of
2 this Complaint through the date of class certification.

3 California Injury Subclass: All members of the California Class who,
4 during the two years preceding the filing of this Complaint through the
5 date of class certification, suffered bodily injury when a NeeDoh
6 Product ruptured, burst, exploded, or leaked its contents during
7 intended or reasonably foreseeable use, handling, storage, or
8 temperature exposure.

9 115. Excluded from the Class and Subclass are Defendant; its parents,
10 subsidiaries, affiliates, officers, directors, and employees; the judicial officers
11 assigned to this action and their immediate families; counsel for the parties; persons
12 who timely request exclusion; and persons whose claims have been finally
13 adjudicated.

14 116. The California Class claims seek economic and injunctive relief
15 arising from the undisclosed defect and do not seek personal-injury damages. The
16 California Injury Subclass asserts strict-liability claims arising from the common
17 rupture-and-exposure hazard. Plaintiff seeks certification of common liability
18 issues for that Subclass, with person-specific medical causation, comparative-fault
19 defenses, and compensatory damages determined in individual proceedings if
20 necessary. Plaintiff also asserts all of her personal-injury claims individually.

21 117. Numerosity. The Class is so numerous that joinder is impracticable.
22 Schyelling has reported selling more than 100 million NeeDoh units, and the
23 products are sold through major national and California retail channels. On
24 information and belief, the California Class includes many thousands of purchasers.

25 118. The exact number of California Injury Subclass members is presently
26 unknown because incident complaints, returns, retailer reports, insurance claims,
27 CPSC communications, and post-sale contacts are controlled by Schyelling and third
28 parties. Public reports describe repeated burns and irritation, multiple intended-use
and hot-car ruptures, and California burn-center treatment of the same filled-

1 squishy-toy injury mechanism. On information and belief, the Subclass is
2 sufficiently numerous and geographically dispersed that joinder is impracticable.

3 119. Ascertainability. California Class membership can be determined
4 through Defendant's sales and distribution records, retailer and e-commerce
5 records, receipts, loyalty records, declarations, and other objective proof of a
6 California NeeDoh purchase. Injury Subclass membership can additionally be
7 determined from incident reports, photographs, medical records, claims,
8 communications, and declarations showing rupture or leakage and resulting bodily
9 injury. Both definitions use objective criteria.

10 120. Commonality and Predominance. Common questions of law and fact
11 include:

- 12 a. Whether the NeeDoh Products share a common propensity to rupture or
13 release their filling under foreseeable use or heat;
- 14 b. Whether Defendant knew or should have known of the heat, rupture,
15 explosion, burn, adhesion, and irritation hazards before Class
16 members' purchases;
- 17 c. Whether Defendant's packaging, warnings, product pages, and marketing
18 omitted or inadequately disclosed those hazards;
- 19 d. Whether the omitted information would be material to a reasonable
20 California consumer;
- 21 e. Whether Defendant's statements that the products are child-oriented
22 sensory toys for schools, cars, homes, special-needs users, and use
23 anywhere or anytime were misleading without disclosure of the
24 hazard;
- 25 f. Whether Defendant violated the CLRA, FAL, UCL, implied warranties,
26 and duties against fraudulent concealment;
- 27 g. Whether the NeeDoh Products were worth less than consumers paid
28 because of the latent defect and inadequate warning; and

h. The proper measure of restitution, damages, fees, and injunctive relief.

121. The California Injury Subclass presents the following additional common questions:

a. Whether the NeeDoh Products' shared construction and propensity to rupture or explode rendered them defective under California's consumer-expectations or risk-benefit tests;

b. Whether warnings that contents may become hot or that heating may cause unspecified personal injury adequately disclosed rupture, explosion, sticky filling, thermal burns, irritation, indoor sunlight, hot-car exposure, and foreseeable microwave misuse;

c. Whether the heat, pressure, outer shell, seam, and filling risks were known or knowable when the products were distributed; and

d. Whether Schylling's product-line design, testing, warning, and post-sale-warning decisions were common conduct capable of resolution with common proof.

122. The common defect and omission can be proved with common evidence, including product specifications, testing, incident data, complaints, CPSC communications, warning versions, marketing materials, sales data, expert testing, and Schylling's uniform decision-making. Although the wording of Schylling's warnings changed, every challenged version omitted the same essential facts: that foreseeable heat can cause a NeeDoh Product to rupture or explode, eject sticky filling, and burn the user. Classwide exposure, materiality, causation, and the adequacy of those warnings therefore can be decided through common proof rather than individualized purchasing inquiries.

123. For the California Injury Subclass, the existence of a common defect, the adequacy of Schylling's warnings, Schylling's knowledge, the feasibility of safer warnings and designs, and the products' capacity to cause the alleged rupture-and-adhesion injury mechanism can be decided using the same product-line

1 evidence. Those issues predominate within the proposed issue class and will
2 materially advance each Subclass member's claim even if individual injury and
3 damages proceedings remain.

4 124. Substantial Similarity. The named NeeDoh Products are substantially
5 similar for standing and class purposes because each is a filled NeeDoh squeeze
6 product sold for the same sensory purpose; each uses a flexible outer shell around
7 viscous contents; each was sold without a warning that disclosed the alleged
8 rupture, ejection, and burn mechanism; and each presents the same alleged rupture-
9 and-exposure hazard. Product-specific differences can be addressed through
10 subclasses or issue certification if necessary.

11 125. Typicality. Plaintiff's economic and statutory claims are typical of the
12 California Class because she purchased a Product in California after exposure to the
13 same material omission, paid more than the product was worth, and seeks the same
14 economic and injunctive relief as other Class members.

15 126. Plaintiff's strict-liability claims are typical of the California Injury
16 Subclass because she purchased a NeeDoh Product, the sealed product ruptured or
17 exploded during foreseeable indoor storage, its filling contacted her skin, and she
18 suffered a burn and irritation caused by the same warnings and product-line hazards
19 challenged on behalf of the Subclass.

20 127. Adequacy. Plaintiff will fairly and adequately protect the Class's and
21 Subclass's interests. She has no conflict with absent purchasers or injured
22 purchasers, understands the obligation to represent them, and has retained counsel
23 experienced in consumer-protection, product-liability, and class-action litigation.

24 128. Superiority. A class action is superior for the California Class because
25 individual losses from purchasing a low-cost toy are too small to justify separate
26 litigation, while the common proof and relief make aggregate adjudication efficient.
27 Class treatment avoids inconsistent rulings and permits consumers to obtain relief
28 that would otherwise be practically unavailable.

129. Issue treatment is superior for the California Injury Subclass because repeating product design, thermal testing, warning history, notice, and feasible-alternative evidence in separate bodily-injury suits would be wasteful and risk inconsistent rulings. A single determination of those common strict-liability issues can be followed by individual proceedings concerning the nature, cause, and amount of each person's injury.

130. Rule 23(b)(2). Defendant has acted or refused to act on grounds generally applicable to the Class by using common warnings and omissions and continuing to market the NeeDoh Products. Final injunctive and declaratory relief is therefore appropriate respecting the Class as a whole.

131. Manageability. The case is manageable through common records and evidence. The Court may certify the Class and Injury Subclass as defined; certify design-defect, failure-to-warn, knowledge, general-causation, or other common issues under Rule 23(c)(4); create product, filling, heat-source, warning-version, or time-period subclasses; or modify the definitions as discovery warrants.

132. The Nationwide Class seeks relief on the Third Cause of Action for fraudulent concealment and omission. Schyelling's challenged conduct emanated from uniform, centralized decisions regarding the design, testing, labeling, warnings, marketing, and continued sale of NeeDoh Products nationwide.

i. Common questions for the Nationwide Class include:

1. whether Schyelling knew of the heat, rupture, explosion, adhesion, burn, and irritation hazards;
2. whether Schyelling uniformly omitted or inadequately disclosed those hazards in product packaging, point-of-sale materials, product pages, and other consumer-facing communications;
3. whether the omitted information was material to a reasonable consumer;
4. whether Schyelling had a duty to disclose the omitted information;

1 5. whether Schyelling intended consumers to purchase NeeDoh
2 Products without disclosure of the omitted hazard; and

3 6. the appropriate measure of economic damages, restitution, punitive
4 damages, and other relief.

5 ii. The Nationwide Class is sufficiently numerous because Schyelling has
6 reported selling more than 100 million NeeDoh units through
7 nationwide retail and e-commerce channels, making joinder
8 impracticable.

9 iii. Plaintiff's fraudulent-concealment claim is typical of the Nationwide
10 Class because she purchased a NeeDoh Product after exposure to the
11 same materially incomplete product presentation and suffered the
12 same economic injury alleged by Nationwide Class members: payment
13 for a product worth less than represented because of an undisclosed
14 safety hazard.

15 iv. Plaintiff will fairly and adequately protect the interests of the
16 Nationwide Class. Her interests are aligned with those of Nationwide
17 Class members seeking redress for Schyelling's uniform omissions, and
18 she has retained counsel experienced in consumer-protection and
19 class-action litigation.

20 v. Common issues predominate because Schyelling's knowledge, warning
21 decisions, omissions, materiality, and product-line conduct can be
22 established through common evidence, including product
23 specifications, testing, incident reports, internal communications,
24 warning versions, marketing materials, and sales records.

25 vi. A class action is superior because individual purchasers' economic
26 losses are too small to justify separate actions, while a single
27 proceeding will efficiently resolve the common issues arising from
28 Schyelling's nationwide conduct.

vii. To the extent material differences in applicable state law are identified, Plaintiff requests certification of appropriate state-specific subclasses, appointment of additional class representatives if necessary, or other case-management measures authorized by Rule 23.

FIRST CAUSE OF ACTION

(Strict Products Liability—Failure to Warn)

(Plaintiff Individually and on Behalf of the California Injury Subclass)

133. Plaintiff incorporates every preceding allegation as though fully set forth here.

134. Schylling designed, manufactured or caused to be manufactured, imported, distributed, labeled, and sold the NeeDoh Products, including Plaintiff's Nice Cube, and placed them into the stream of commerce. The products reached Plaintiff and Injury Subclass members without substantial change relevant to the alleged warning defect.

135. The Nice Cube presented risks of rupture, explosion, thermal burn, prolonged skin contact from adhesive filling, and irritation during intended or reasonably foreseeable storage, use, and handling. These risks were known or knowable in light of generally accepted scientific, engineering, and safety knowledge and were actually known to Schylling through testing, complaints, incident reports, and regulatory contacts.

136. Ordinary consumers would not recognize the nature and magnitude of the risk. A warning that contents may become hot or that heating may cause undefined injury did not disclose that indoor or ambient heat could pressurize or weaken the toy, cause it to rupture or explode, and expel sticky material capable of causing burns or irritation.

137. A specific, conspicuous, durable warning was feasible and would have reduced or avoided the foreseeable risk. Across warning versions, the failure to disclose rupture or explosion, ejection of sticky hot filling, serious burns, indoor

1 sunlight, hot-car exposure, and cooling and first-aid precautions rendered the
2 NeeDoh Products defective and unreasonably dangerous.

3 138. Plaintiff was a foreseeable user and handled and stored the product in
4 a reasonably foreseeable manner. Had she received an adequate warning, she would
5 not have purchased the product or would have kept it away from the window and
6 heat and allowed it to cool before handling.

7 139. The warning defect was a substantial factor and direct and proximate
8 cause of the rupture and Plaintiff's burn, redness, bruising or discoloration,
9 irritation, pain, emotional distress, economic loss, and other damages to be proven
10 at trial.

11 140. California Injury Subclass members likewise suffered bodily injury
12 after a NeeDoh Product ruptured, burst, exploded, or leaked during intended or
13 reasonably foreseeable use, storage, handling, or temperature exposure. These
14 strict-liability claims do not depend on purchasing reliance. Plaintiff seeks common
15 determinations concerning defect, warning adequacy, knowability, and Schylling's
16 product-line conduct, with claimant-specific exposure, warning causation, medical
17 causation, defenses, and damages determined separately to the extent required.

18 141. Plaintiff and California Injury Subclass members are entitled to
19 compensatory damages and all other relief available under California law.

20 **SECOND CAUSE OF ACTION**

21 **(Strict Products Liability—Design Defect)**

22 **(Plaintiff Individually and on Behalf of the California Injury Subclass)**

23 142. Plaintiff incorporates every preceding allegation as though fully set
24 forth here.

25 143. The Nice Cube failed to perform as safely as an ordinary consumer
26 would expect when used or stored in an intended or reasonably foreseeable manner.
27 An ordinary consumer expects a squeezable sensory toy kept indoors near a window
28 not to rupture or explode and release hot, adhesive, or irritating filling.

1 144. The same consumer expectation applies to the NeeDoh Products
2 purchased by California Injury Subclass members: a child-oriented squeeze toy
3 should remain contained during reasonably foreseeable squeezing, carrying,
4 storage, ambient heat, and temperature exposure, and should not rupture or eject
5 material capable of adhering to skin and causing burns or irritation.

6 145. The NeeDoh Products were also defective under the risk-benefit test.
7 The gravity and probability of burns, eye or face injury, irritation, scarring, and
8 injury to children outweighed the utility of using a heat-sensitive, adhesive filling
9 and enclosure unable to tolerate foreseeable heat and mechanical stress.

10 146. Feasible safer alternatives included a heat-stable and nonirritating
11 filling, a nonadhesive filling, a stronger or differently constructed outer shell and
12 seam, a design that safely accommodates foreseeable expansion and pressure, or a
13 combination of these measures.

14 147. The alleged common design defects existed when the products left
15 Schylling's possession. Plaintiff used or stored her Nice Cube in a reasonably
16 foreseeable way, and it had not been substantially modified. California Injury
17 Subclass members' products likewise failed during intended or reasonably
18 foreseeable use, storage, handling, or temperature exposure.

19 148. The design defect was a substantial factor and direct and proximate
20 cause of the rupture and Plaintiff's physical, emotional, property, and economic
21 injuries.

22 149. Plaintiff seeks common determinations for the California Injury
23 Subclass concerning the shared design architecture, defect, consumer expectations,
24 risk-benefit factors, feasible safer alternatives, and general capacity to cause the
25 alleged injury mechanism. Individual exposure, specific causation, defenses, and
26 damages may be determined separately.

27 150. Plaintiff and California Injury Subclass members are entitled to
28 compensatory damages and all other relief available under California law.

THIRD CAUSE OF ACTION**(Fraudulent Concealment and Omission)****(Plaintiff and the California Class and Nationwide Class)**

151. Plaintiff incorporates every preceding allegation as though fully set forth here.

152. Throughout the Class Period, Schylling marketed and sold NeeDoh Products, including Plaintiff's Nice Cube purchased in April 2026, through product packaging, labels, point-of-sale materials, its website, e-commerce listings, and retailer channels that presented the products as child-oriented sensory toys, safe for children ages 3 and up, while omitting the known rupture, heat, burn, adhesion, and irritation hazards. Schylling personnel with authority to establish nationwide product-safety, labeling, and warning policy received or reviewed the reported burn and rupture incidents and authorized or ratified Schylling's continued sales and incomplete warning response. Those personnel exercised substantial discretionary authority over corporate policy and were officers, directors, or managing agents within the meaning of Civil Code § 3294(b).

153. Schylling had a duty to disclose because it possessed exclusive and superior knowledge of a latent safety defect; made partial representations about the products' durability and safety that were misleading without the omitted facts; marketed the toy for such use, actively concealed or minimized the specific consequence of heat exposure; and was required to correct prior statements when it learned the truth.

154. Schylling knew the omitted facts were material. Its addition of product-line warnings, communications with the CPSC, public statements about injury, and efforts to remove misuse content demonstrate that it understood the information would affect consumer conduct and purchasing decisions.

155. Schylling intended that Plaintiff and Class members rely on the incomplete presentation and purchase the NeeDoh Products without demanding a

1 lower price, selecting alternatives, or declining the transaction. The omission
2 protected sales of a toy whose appeal depends on appearing soothing, safe, portable,
3 and suitable for children.

4 156. The omitted hazard was material to a reasonable consumer and was
5 not reasonably discoverable. Because Schyelling omitted the same essential rupture,
6 explosion, and burn hazard from each challenged point-of-sale presentation,
7 causation and reliance are susceptible to common proof and an inference of reliance
8 arises from objective materiality, rather than from each Class member's subjective
9 purchasing motivations.

10 157. Had the truth been disclosed, Plaintiff would not have bought the
11 product or would have paid less. The Class suffered economic damage measurable
12 through common evidence of the purchase price, a price premium, or the difference
13 between the value represented and value received. Plaintiff also suffered individual
14 physical and consequential damages.

15 158. Schyelling acted intentionally, fraudulently, and with conscious
16 disregard for consumer safety after receiving reports of burns and ruptures. Plaintiff
17 therefore seeks compensatory and punitive damages, restitution where available,
18 and other relief permitted by law.

19 **FOURTH CAUSE OF ACTION**

20 **(Breach of the Implied Warranty of Merchantability)**

21 **(Plaintiff and the California Class)**

22 159. Plaintiff incorporates every preceding allegation as though fully set
23 forth here.

24 160. The NeeDoh Products are new products purchased or used primarily
25 for personal, family, or household purposes and therefore constitute "consumer
26 goods" within the meaning of Civil Code § 1791(a). Under Civil Code §§ 1791.1
27 and 1792, each retail sale of a NeeDoh Product in California was accompanied by
28

1 Schylling’s implied warranty that the product was merchantable, including that it
2 was fit for its ordinary purposes and adequately contained, packaged, and labeled.

3 161. Schylling manufactured and distributed the NeeDoh Products and is a
4 “manufacturer” within the meaning of Civil Code § 1791(j). The implied warranty
5 imposed by Civil Code §§ 1791.1 and 1792 accompanied each covered retail sale
6 in California.

7 162. The NeeDoh Products were not fit for their ordinary purpose as safe,
8 reusable squeeze and sensory toys because they could rupture under foreseeable
9 heat conditions and expose consumers to sticky hot or irritating filling without an
10 adequate warning. They also failed to conform to the promises and affirmations on
11 their labeling and marketing.

12 163. The latent defect existed when the products left Schylling’s possession
13 and at the time of retail sale. The defect rendered the products unfit for their ordinary
14 purpose as reusable squeeze and sensory toys.

15 164. As a direct and proximate result, Plaintiff and Class members paid for
16 products that were worth less than represented and suffered damages recoverable
17 under Civil Code § 1794. Plaintiff also seeks the costs and expenses, including
18 reasonable attorneys’ fees, recoverable under Civil Code § 1794(d).

19 **FIFTH CAUSE OF ACTION**

20 **(Violation of the California Consumer Legal Remedies Act, Civil Code § 1750**
21 **et seq.)**

22 **(California Class)**

23 165. Plaintiff incorporates the preceding factual and class allegations as
24 though fully set forth herein, except that Plaintiff does not incorporate into this
25 cause of action any request for damages, restitution, punitive damages, or other
26 monetary relief.

1 166. Plaintiff and Class members are consumers who purchased goods for
2 personal, family, or household purposes. Their purchases were transactions within
3 Civil Code § 1761.

4 167. Schylling violated Civil Code § 1770(a)(5) and (7) by representing,
5 through statements, half-truths, and material omissions, that the NeeDoh Products
6 had characteristics, uses, benefits, quality, or safety they did not have and were of
7 a standard or quality different from the truth.

8 168. Specifically, Schylling presented the products as safe, portable sensory
9 toys for children, schools, homes, cars, special-needs users, and ordinary repeated
10 squeezing, while failing to disclose that foreseeable heat or use could cause rupture
11 or explosion and release sticky hot or irritating filling capable of causing burns and
12 serious injury.

13 169. The omitted facts were material, and Schylling had a duty to disclose
14 them. Plaintiff would have seen and heeded a conspicuous point-of-sale disclosure
15 and would not have purchased the Nice Cube or would have paid less. As to the
16 Class, causation and reliance arise from common proof of the uniform material
17 omission, not individualized purchasing motivations.

18 170. Plaintiff has not yet completed the notice process required by Civil
19 Code § 1782(a). Accordingly, Plaintiff presently seeks under the CLRA only
20 injunctive relief under Civil Code § 1782(d), together with reasonable attorneys'
21 fees and costs under Civil Code § 1780(e). Plaintiff does not presently seek
22 damages, restitution, punitive damages, or any other monetary relief under the
23 CLRA. After proper service of notice and expiration of the applicable statutory
24 period, Plaintiff reserves the right to amend as authorized by § 1782(d).

25 171. The violations caused Plaintiff and Class members to suffer actual
26 economic injury. Schylling's conduct was knowing, willful, fraudulent, and
27 undertaken despite specific notice of consumer injuries.
28

1 172. Plaintiff presently seeks under the CLRA only an order enjoining the
2 unlawful practices and reasonable attorneys' fees and costs under Civil Code §
3 1780(e). Plaintiff does not seek damages, restitution, punitive damages, or other
4 monetary relief under the CLRA in this Complaint.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of the California False Advertising Law, Business and Professions**

7 **Code § 17500 et seq.)**

8 **(California Class)**

9 173. Plaintiff incorporates every preceding allegation as though fully set
10 forth here.

11 174. Schylling disseminated or caused to be disseminated advertising in
12 California that described NeeDoh Products as child-oriented sensory toys for
13 squeezing, schools, special-needs users, cars, homes, and for use anywhere or
14 anytime.

15 175. Those representations were untrue or misleading because they omitted
16 the known, material fact that foreseeable heat, storage, handling, or use could cause
17 the products to rupture or explode and release sticky hot or irritating filling capable
18 of causing burns and serious injury.

19 176. Schylling knew or should have known the advertising was misleading
20 in light of its product knowledge, complaints, CPSC reports, hot-car incidents,
21 public responses, and warning changes.

22 177. Plaintiff actually relied on the packaging and sensory-toy presentation
23 in purchasing her Nice Cube, and the omitted hazard was material. Plaintiff lost
24 money or property because she would not have purchased the product or would
25 have paid less for a truthfully advertised product. The same objective, material
26 omission appeared across the challenged product-line presentations, making
27 deception and causation susceptible to common proof for the Class.
28

1 178. Plaintiff seeks restitution, injunctive relief, and all other relief
2 authorized by Business and Professions Code § 17535.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of the California Unfair Competition Law, Business and** 5 **Professions Code § 17200 et seq.)** 6 **(California Class)**

7 179. Plaintiff incorporates every preceding allegation as though fully set
8 forth here.

9 180. By committing the acts and practices alleged herein, Schyelling has
10 engaged in unlawful, fraudulent, and unfair business practices in violation of Cal.
11 Bus. & Prof. Code §17200 *et seq.* (“the UCL”).

12 181. **Unlawful Conduct:** As a result of engaging in the conduct alleged in
13 this Complaint, Schyelling has violated the UCL’s proscription against engaging in
14 unlawful conduct by virtue of: (i) fraudulent and deceitful conduct in violation of
15 California Civil Code §§1709 through 1711; (ii) violations of the Consumers Legal
16 Remedies Act, California Civil Code §§1770(a)(5) and (a)(7); (iii) breach of
17 implied warranty of merchantability and (iv) engagement in false advertising and
18 marketing in violation of California Business and Professions Code §17500 *et seq.*
19 The practices were unlawful because they violated, among other law, the CLRA,
20 FAL, California warranty law, and California duties against fraudulent concealment
21 and the sale of defective products.

22 182. **Fraudulent Conduct:** Schyelling has violated the UCL’s proscription
23 against fraud as a result of engaging in the fraudulent and deceitful conduct alleged
24 herein throughout this Complaint. The practices were fraudulent because they were
25 likely to deceive reasonable consumers into believing the NeeDoh Products were
26 safe for the ordinary sensory uses and locations Schyelling promoted, when
27 foreseeable heat or use could cause it to rupture or explode and cause burns and
28 injury.

1 Federal Rule of Civil Procedure 23, including appropriate common strict-
2 liability issues under Rule 23(c)(4), appoint Plaintiff as Class and Subclass
3 representative, and appoint her counsel as Class counsel;

4 (2) Declare that Defendant's conduct violated the laws alleged in this Complaint;

5 (3) Award Plaintiff compensatory damages for her personal injuries, pain,
6 emotional distress, property losses as applicable, and economic losses in an
7 amount to be proven;

8 (4) Award California Injury Subclass members compensatory damages and other
9 relief permitted on the strict-liability claims;

10 (5) Award Plaintiff, the California Class, and the Nationwide Class restitution,
11 actual damages, and other monetary relief presently available under the non-
12 CLRA claims pleaded in this Complaint;

13 (6) Award punitive damages on the non-CLRA claims for which punitive
14 damages are presently available;

15 (7) Enter appropriate injunctive relief requiring Defendant to disclose
16 conspicuously the risks of rupture or explosion and to undertake other
17 corrective measures supported by the evidence;

18 (8) Award pre- and post-judgment interest;

19 (9) Award reasonable attorneys' fees, costs, and expenses;

20 (10) Grant such other and further relief as the Court deems just and proper.
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims and issues so triable.

Dated: July 21, 2026

WILSHIRE LAW FIRM, PLC

/s/ Chumahan B. Bowen

Thiago M. Coelho

Chumahan B. Bowen

Jesenia A. Martinez

*Attorneys for Plaintiff Cristiana Mendoza
and the Proposed California Class,
California Injury Subclass and National
Class*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Alleges NeeDoh Sensory Toys Can 'Explode' When Exposed to Heat, Posing Risk of Severe Burns](#)
