

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Borowsky v. Hamilton Beach Brands, Inc.

Borowsky · No. 25-cv-02364-JSC · Decided June 27, 2025

SUMMARY

The Northern District of California grants Hamilton Beach Brands, Inc.’s motion to dismiss a putative class action alleging that the company violated California Civil Code § 1793.01 by beginning its express warranty period on the purchase date rather than the delivery date. The court holds that the plaintiff failed to plausibly allege a concrete injury sufficient to establish Article III standing because she alleged neither a product defect nor a denied warranty claim. The dismissal is without prejudice, but the court denies leave to amend as futile.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jacqueline Scott Corley
JURISDICTION	United States District Court for the Northern District of California
DECIDED	June 27, 2025
DOCKET	25-cv-02364-JSC
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) to dismiss Plaintiff's putative class action for lack of Article III standing and failure to state a claim.
STANDARD OF REVIEW	On a facial Rule 12(b)(1) challenge, the court accepts the complaint's allegations as true and draws reasonable inferences in the plaintiff's favor. The plaintiff bears the burden of establishing subject-matter jurisdiction and must plausibly allege an injury in fact that is concrete, particularized, and actual or imminent.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Nora Jo Borowsky v. Hamilton Beach Brands, Inc., et al.

TOPICS

- standing
- subject matter jurisdiction
- motions to dismiss
- class actions
- consumer protection

PRACTICE AREAS

civil procedure

consumer protection

constitutional law

remedies

QUESTIONS PRESENTED

1. Whether Plaintiff plausibly alleged a concrete injury in fact sufficient to establish Article III standing based on an express warranty that began on the purchase date rather than the delivery date.
2. Whether Plaintiff's alleged two-day reduction in warranty coverage constituted an economic injury despite the absence of a product defect, warranty claim, or warranty denial.
3. Whether the complaint should be dismissed without leave to amend because Plaintiff could not identify a basis for standing beyond the allegations already pleaded.

HOLDINGS

1. Plaintiff did not plausibly allege an injury in fact because the alleged harm from the warranty's two-day earlier commencement was speculative and depended on multiple contingent events.
2. Plaintiff did not plausibly allege economic injury based on an overpayment or benefit-of-the-bargain theory because she received the warranty she was promised and did not allege that she separately bargained for a longer warranty or was misled about its terms.
3. Dismissal without leave to amend was appropriate because amendment would be futile.

KEY QUOTATIONS

“Only those plaintiffs who have been concretely harmed by a defendant’s statutory violation may sue that private defendant over that violation in federal court.” (at 3)

“Article III grants federal courts the power to redress harms that defendants cause plaintiffs, not a freewheeling power to hold defendants accountable for legal infractions.” (at 4)

“The present allegations are many steps removed from a concrete injury.” (at 5)

FACTUAL BACKGROUND

Plaintiff purchased a Hamilton Beach toaster oven through Amazon on January 9, 2025, and received it on January 11, 2025. Hamilton Beach's one-year express warranty began on the purchase date rather than the delivery date. Plaintiff did not allege that the appliance malfunctioned or that she submitted and was denied a warranty claim. She alleged that the two-day difference reduced the warranty's value and that she would not have purchased the product or would have paid less had she known the warranty practice violated California law.

PROCEDURAL HISTORY

Plaintiff filed a putative class action alleging that Hamilton Beach's express warranty violated California Civil Code section 1793.01 because the warranty period began on the purchase date rather than the delivery date. Defendants moved to dismiss. After oral argument, the court treated the Rule 12(b)(1) motion as a facial challenge, granted the motion for lack of subject-matter jurisdiction, denied leave to amend as futile, and directed entry of judgment for Defendants without prejudice.

DISPOSITION

dismissed

CASES CITED

- TransUnion LLC v. Ramirez, 594 U.S. 413, 423, 427 (2021)
- Bova v. City of Medford, 564 F.3d 1093, 1096 (9th Cir. 2009)
- Chandler v. State Farm Mut. Auto. Ins. Co., 598 F.3d 1115, 1122 (9th Cir. 2010)
- 3taps, Inc., 2022 WL 16953623, at *4
- Safe Air for Everyone v. Meyer, 373 F.3d 1035, 1038-39 (9th Cir. 2004)
- Leite v. Crane Co., 749 F.3d 1117, 1121 (9th Cir. 2014)
- United States v. Corinthian Colleges, 655 F.3d 984, 999 (9th Cir. 2011)
- Kalcheim v. Apple, Inc., No. 2:16-CV-09324-ODW, 2017 WL 3443208, at *1-*3 (C.D. Cal. Aug. 10, 2017)
- Bowen v. Energizer Holdings, Inc., 118 F.4th 1134, 1145 n.10 (9th Cir. 2024)
- Birdsong v. Apple, Inc., 590 F.3d 955, 961 (9th Cir. 2009)
- McGee v. S-L Snacks Nat'l, 982 F.3d 700, 706-07 (9th Cir. 2020)
- Schaer v. Newell Brands Inc.
- Ivo Kolar v. Nespresso USA, Inc., No. 24-CV-11235-GW, 2025 WL 1717279, at *4 (C.D. Cal. June 13, 2025)
- Kolar v. Nespresso USA, Inc., No. 24-CV-11235-GW, 2025 WL 1717278 (C.D. Cal. June 16, 2025)
- Shaughnessy v. Nespresso USA, Inc., No. 22-CV-6815-NRB, 2023 WL 6038009, at *6-*7 (S.D.N.Y. Sept. 15, 2023)
- Konkel v. Brother Int'l Corp., No. 22-CV-00479-ZNQ, 2023 WL 3585354, at *6 (D.N.J. May 22, 2023)
- Carrico v. City & County of San Francisco, 656 F.3d 1002, 1008 (9th Cir. 2011)