

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Mark Duvall et al. v. Haier US Appliance Solutions, Inc.

No. 25-cv-02794-JSC (N.D. Cal. Oct. 27, 2025) · No. 25-cv-02794-JSC · Decided October 27, 2025

SUMMARY

The United States District Court for the Northern District of California addresses Defendant’s Rule 12(b)(6) motion to dismiss a putative class action concerning allegedly defective two-in-one washer-dryer appliances. The court dismisses Plaintiffs’ express warranty, implied warranty, CLRA, FAL, UCL, and unjust enrichment claims, generally with leave to amend, while concluding that Plaintiffs sufficiently alleged the appliances were unfit for their core drying purpose. The order also addresses alleged design versus manufacturing defects, warranty limitations, pleading particularity, and Defendant’s knowledge of the alleged defect.

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	October 27, 2025
DOCKET	25-cv-02794-JSC
DISPOSITION	other
PROCEDURAL POSTURE	Putative class action plaintiffs filed a Second Amended Complaint alleging that defective two-in-one combination washer-dryer appliances violated California consumer-protection and warranty laws. Defendant moved to dismiss all seven causes of action under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court assessed whether the Second Amended Complaint plausibly stated a claim, accepting well-pleaded factual allegations and drawing reasonable inferences for plaintiffs but disregarding conclusory allegations. Claims sounding in fraud were also subject to Rule 9(b)'s particularity requirement.
PRECEDENTIAL VALUE	unpublished

TOPICS

motions to dismiss

consumer protection

warranty

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the alleged lint-trap problem was a manufacturing or workmanship defect covered by the Limited Warranty, rather than an uncovered design defect.
2. Whether plaintiffs plausibly pleaded express warranty claims based on Defendant's advertising and product information.
3. Whether plaintiffs plausibly pleaded implied-warranty claims by alleging that the appliances were unsafe or unfit for their ordinary purpose.
4. Whether the Limited Warranty's one-year duration and repair-or-replace remedy barred or defeated the implied-warranty claims as pleaded.
5. Whether plaintiffs pleaded CLRA, FAL, UCL, and unjust-enrichment claims with the particularity required for allegations sounding in fraud.
6. Whether plaintiffs plausibly alleged Defendant's pre-sale knowledge of the defect and a duty to disclose it.
7. Whether the court should dismiss or defer resolution of equitable remedies because plaintiffs may have an adequate legal remedy.

HOLDINGS

1. The Second Amended Complaint alleged a design defect, not a manufacturing or workmanship defect, and therefore did not state an express warranty claim based on the Limited Warranty, which covered defects in materials or workmanship.
2. Plaintiffs failed to plausibly allege express warranty claims based on Defendant's advertising and product information because they did not identify the specific statements that created the alleged warranty or on which they relied.
3. Plaintiffs did not plausibly allege that the appliances presented an unreasonable safety risk because they alleged only a hypothetical risk of overheating or fire and no actual incident of overheating or fire.
4. Plaintiffs plausibly alleged that the appliances lacked even the most basic degree of fitness for ordinary use because the alleged defect caused the machines to take substantially longer to dry clothes or stop drying altogether.
5. Plaintiffs did not plausibly allege that Defendant denied warranty coverage within the Limited Warranty's one-year period, and the implied-warranty claims were therefore dismissed.
6. The CLRA, FAL, UCL, and unjust-enrichment claims were not pleaded with sufficient particularity because plaintiffs did not identify the specific advertising or product-information statements they saw, where they saw them, or representative materials on which they relied.

7. Plaintiffs plausibly alleged that Defendant knew of the lint-trap defect before sale and had a duty to disclose it based on exclusive knowledge of a material fact unknown to consumers.

KEY QUOTATIONS

“A manufacturer’s liability for breach of an express warranty derives from, and is measured by, the terms of that warranty.” (at 3)

“Therefore, Plaintiffs may not base their express warranty claims on design defects because Defendant’s limited warranty guarantees against ‘materials and workmanship.’” (at 5)

“But Plaintiffs sufficiently allege the Class Appliances do not “possess even the most basic degree of fitness for ordinary use.”” (at 10)

“As Defendant’s exclusive knowledge is sufficient to establish a duty to disclose, the Court need not address the other three scenarios under which Defendant may have a duty to disclose.” (at 15)

FACTUAL BACKGROUND

Plaintiffs purchased two-in-one combination washer-dryer appliances manufactured by Defendant GE Appliances and alleged that the appliances' lint-trap design caused excessive lint buildup, prolonged or failed drying cycles, and lint accumulation around condenser coils. They alleged that the defect reduced drying effectiveness and created a risk of overheating or fire, but did not allege that any appliance actually overheated or caught fire. Plaintiff Duvall experienced worsening drying performance and ultimately stopped using the dryer mode after one service attempt; Plaintiff Kassel alleged a similar defect but did not allege that he requested repair within the one-year warranty period. Plaintiffs also relied on Defendant's product information, advertising, alleged pre-sale testing, and approximately 95 pages of consumer complaints to plead Defendant's knowledge and duty to disclose.

PROCEDURAL HISTORY

Plaintiffs sued Haier US Appliance Solutions, Inc. over an alleged lint-trap defect in combination washer-dryer appliances and filed a Second Amended Complaint. The district court granted the motion to dismiss all pleaded claims, but granted leave to amend because the identified pleading deficiencies were potentially curable. The court permitted a third amended complaint by November 14, 2025, without adding claims or defendants absent further leave.

DISPOSITION

other

CASES CITED

- Cipollone v. Liggett Group, Inc., 505 U.S. 504, 525-26 (1992)
- McCabe v. American Honda Motor Co., 100 Cal. App. 4th 1111, 1119-20 (2002)
- Horvath v. LG Electronics Mobilecomm U.S.A., Inc., 2012 WL 2861160, at *5 (S.D. Cal. Feb. 13, 2012)

- Troup v. Toyota Motor Corp., 545 F. App'x 668, 669 (9th Cir. 2013)
- Robertson v. Fleetwood Travel Trailers of Cal., Inc., 144 Cal. App. 4th 785, 799 (2006)
- Weinstat v. Dentsply International, Inc., 180 Cal. App. 4th 1213, 1227 (2010)
- Asghari v. Volkswagen Group of America, Inc., 42 F. Supp. 3d 1306, 1334, 1338-39 (C.D. Cal. 2013)
- Brand v. Hyundai Motor America, 226 Cal. App. 4th 1538, 1546-47 (2014)
- Mocek v. Alfa Leisure, Inc., 114 Cal. App. 4th 402, 406 (2003)
- Corzine v. Whirlpool Corp., 2016 WL 647172, at *3-4 (N.D. Cal. Nov. 2, 2016)
- Williams v. Yamaha Motor Co., 851 F.3d 1015, 1028-29 (9th Cir. 2017)
- Scheibe v. ProSupps USA, LLC, 141 F.4th 1094, 1100 (9th Cir. 2025)
- Philippine National Oil Co. v. Garrett Corp., 724 F.2d 803, 808 (9th Cir. 1984)
- Drake v. Toyota Motor Corp., 2020 WL 7040125, at *8 (C.D. Cal. Nov. 23, 2020)
- United States v. United Healthcare Insurance Co., 848 F.3d 1161, 1180 (9th Cir. 2017)
- Hadley v. Kellogg Sales Co., 273 F. Supp. 3d 1052, 1063 (N.D. Cal. 2017)
- Ebner v. Fresh, Inc., 838 F.3d 958, 965 (9th Cir. 2016)
- Small v. Fritz Companies, Inc., 30 Cal. 4th 167, 173 (2003)
- Kowalsky v. Hewlett-Packard Co., 771 F. Supp. 2d 1156, 1160 (N.D. Cal. 2011)
- In re Tobacco II Cases, 46 Cal. 4th 298, 312 (2009)
- Kearns v. Ford Motor Co., 567 F.3d 1120, 1125 (9th Cir. 2009)
- Moore v. Mars Petcare US, Inc., 966 F.3d 1007, 1019 (9th Cir. 2020)
- Marolda v. Symantec Corp., 672 F. Supp. 2d 992, 1002 (N.D. Cal. 2009)
- Goldstein v. General Motors, LLC, 517 F. Supp. 3d 1076, 1087 (S.D. Cal. 2021)
- Wilson v. Hewlett-Packard Co., 668 F.3d 1136, 1145 (9th Cir. 2012)
- Sloan v. General Motors LLC, 2017 WL 3283998, at *8 (N.D. Cal. Aug. 1, 2017)
- Cho v. Hyundai Motor Co., 636 F. Supp. 3d 1149, 1168 (C.D. Cal. 2022)
- Cadena v. American Honda Motor Co., Inc., 2019 WL 3059931, at *12
- Pelayo v. Hyundai Motor America, Inc., 2021 WL 1808628, at *6 (C.D. Cal. May 5, 2021)
- Almeida v. Apple, Inc., 2023 WL 3149252, at *1
- Hodsdon v. Mars, Inc., 891 F.3d 857, 861 (9th Cir. 2018)
- LiMandri v. Judkins, 52 Cal. App. 4th 326, 336 (1997)
- Hinojos v. Kohl's Corp., 718 F.3d 1098, 1107 (9th Cir. 2013)
- Kwikset Corp. v. Superior Court, 51 Cal. 4th 310, 333 (2011)
- Guzman v. Polaris Industries Inc., 49 F.4th 1308, 1313 (9th Cir. 2022)
- Sonner v. Premier Nutrition Corp., 971 F.3d 834, 844 (9th Cir. 2020)
- Biederman v. FCA LLC, 765 F. Supp. 3d 920, 944 (N.D. Cal. 2025)