

**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

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6 7
MARK DUVALL, et al., Case No. 25-cv-02794-JSC 8 Plaintiffs, ORDER RE: MOTION TO
DISMISS v. 9 Re: Dkt. No. 28 10 HAIER US APPLIANCE SOLUTIONS, INC., 11 Defendant.
12 13 Plaintiffs bring this putative class action arising from allegedly defective two-in-one 14
combination washer dryer appliances (“Class Appliances”) manufactured by Defendant GE 15
Appliances.

In their Second Amended Complaint (“SAC”), Plaintiffs allege Defendant failed to 16 disclose a
defect in the Class Appliances’ lint trap, which “caus[es] the Class Appliances to suffer 17
excessive lint buildup ... that is difficult to remove, greatly diminishing the effectiveness of the 18
dryer and leaving its contents wet.” (Dkt. No. 27 ¶ 2.)¹ Plaintiffs further assert Defendant “refuses
19 to honor its warranties to Class Members by declining to repair the known defect.” (Dkt.

No. 27 at 20 9.) 21 Plaintiffs bring seven causes of action: 1) violation of California’s Consumer
Legal 22 Remedies Act (“CLRA”), 2) violation of the California False Advertising Law (“FAL”),
3) 23 violation of the California Unfair Competition Law (“UCL”), 4) breach of express warranty
under 24 California’s Song-Beverly Act, 5) breach of the implied warranty of merchantability
under the 25 Song-Beverly Act, 6) breach of express warranty under the Uniform Commercial
Code § 2-313, 26 and 7) breach of the implied warranty of merchantability under California
Commercial Code §§ 27 1 2314 and 10212.

Defendant moves to dismiss all claims under Federal Rule of Civil Procedure 2 12(b)(6). 3 After
considering the parties’ submissions, and with the benefit of oral argument on 4 October 16, 2025,
the Court GRANTS WITH LEAVE TO AMEND the motion to dismiss for 5 failure to state a
claim as set forth below. 6 DISCUSSION 7 I. Plaintiffs’ Express Warranty Claims 8 Plaintiffs
bring express warranty claims under two statutes: the Song-Beverly Act and 9 Uniform
Commercial Code (“U.C.C.”) section 2-313.

Plaintiffs allege Defendant failed to disclose 10 a defect in the Class Appliances’ lint trap that
causes excessive lint buildup. As a result of this 11 defect, the Appliances dried clothes much
more slowly than Defendant advertised, and in some 12 instances, failed to dry clothes altogether.
Additionally, lint builds up around the Appliances’ 13 condenser coils, thereby restricting airflow
and creating a fire hazard.

14 Plaintiffs allege two theories as to why Defendant violated an express warranty: 1) 15 Defendant failed to replace parts, in violation of the product's Limited Warranty, and 2) the Class 16 Appliances' failure to dry clothes violated Defendant's advertising and product information. 17 A. Limited Warranty 18 "A manufacturer's liability for breach of an express warranty derives from, and is 19 measured by, the terms of that warranty." *Cipollone v. Liggett Group, Inc.*, 505 U.S. 504, 525– 20 526 (1992).

Here, Defendant provided an express Limited Warranty to "replace ... any part of the 21 unit which fails due to a defect in materials or workmanship. During this limited one-year 22 warranty, we will also provide, free of charge, all labor and related service to replace the defective 23 part." (Dkt. No. 28–2 at 2 (emphasis added).)

The parties dispute whether the SAC alleges a 24 "defect in materials or workmanship." 25 "California recognizes two distinct categories of products defects: manufacturing defects 26 and design defects." *McCabe v. Am. Honda Motor Co.* 1011 Cal.App.4th 1111, 1120 (2002). 27 A manufacturing defect exists when an item is produced in a substandard condition. Such a ostensibly identical units of the same product line.

A design defect, in contrast, exists when 1 the product is built in accordance with its intended specifications, but the design itself is 2 inherently defective. 3 *Id.* at 1119–20. "An express warranty covering 'materials and workmanship' does not include 4 design defects. ... Therefore, Plaintiffs may not base their express warranty claims on design 5 defects because Defendant's limited warranty guarantees against 'materials and workmanship.'" 6 *Horvath v. LG Electronics Mobilecomm U.S.A., Inc.*, 2012 WL 2861160 *5 (S.D.

Cal. Feb. 13, 7 2012) (collecting cases)). 8 Here, Plaintiffs' SAC alleges a design defect, not a manufacturing defect. The SAC begins 9 by alleging the Class Appliances "were manufactured by Defendant with defective lint traps," 10 which is shortened to the singular phrase "the Defect." (Dkt. No. 27 ¶ 2.) Plaintiffs allege "[a]ll 11 Class Appliances share" this defect, (*id.* ¶ 3), which is the opposite of alleging "the product 12 performed differently from other ostensibly identical units of the same product line." *McCabe*, 13 1011 Cal.App.4th at 1119–20.

Plaintiffs also describe the defect as "inherent" five times. (Dkt. 14 No. 27 ¶¶ 54, 61, 62, 147, 166.) By contrast, the SAC's only instance of the phrase 15 "manufacturing defect" is the boilerplate allegation that "the Class Appliances suffer from a 16 defective design(s) and/or manufacturing or materials defect(s)." (*Id.* ¶ 178.) 17 The alleged cause of the defect also supports an issue of design, not manufacturing.

18 Plaintiffs allege "[t]he Defect occurs due to gaps found in the lint trap assembly" and quote 19 Defendant's website as saying this gap "is normal" and "intentional." (*Id.* ¶ 34.) The website 20 explains the purpose of the gap is "so that if lint or foreign objects fall on the filter track, they can

21 be pushed back to avoid blocking the filter or preventing the filter from sliding back into the 22 closed position.” (Id.)

Plaintiffs then construe the website to say the “lint trap assembly was 23 designed with this gap in mind.” (Id. ¶ 35 (emphasis added).) 24 Plaintiffs then identify two problems arising from the gap. First, the lint trap “fail[s] to 25 capture all the lint created.” (Id.)

Second, “lint also finds its way onto the condenser coils,” which 26 “reduces the efficiency of the drying process” and creates a fire risk. (Id. 35–40). Plaintiffs claim 27 the first problem “indicates a problem in materials or workmanship” but do not explain why this 1 Cir. 2008) (“[T]he court need not accept as true conclusory allegations[.]”). Given Plaintiffs 2 repeatedly allege the defect is “inherent,” “shared” by “[a]ll Class Appliances,” and “occurs due 3 to” an “intentional” and “normal” gap in the lint trap, (Dkt.

No. 27 ¶¶ 3, 34, 54, 61, 62, 147, 166), 4 the SAC only alleges a design defect, not also a manufacturing or workmanship defect. See *Troup 5 v. Toyoca Motor Corp.*, 545 F. App’x 668, 669 (9th Cir. 2013) (“Despite its scattered references to 6 ‘materials’, the gravamen of the complaint is that the Prius’s defect resulted ... a design 7 decision.”) 8 In their Opposition Brief, Plaintiffs emphasize “consumer complaints showing the dryer 9 malfunctioning at different times and with different degrees of intensity during the product 10 lifecycle indicate a manufacturing defect.” (Dkt.

No. 34 at 16.) But Plaintiffs do not describe 11 variations in the consumer complaints in this manner in the body of the SAC. (See, e.g., ¶¶ 42–46 12 (describing consumer complaints generally), ¶ 58 (describing “the experience of Plaintiffs and 13 Class Members” in a uniform way).) Rather, the consumer complaints are attached as an exhibit, 14 with no allegation explicitly tying the variation of complaints into Plaintiffs’ boilerplate allegation 15 of “a defective design(s) and/or manufacturing or materials defect(s).” (Id. ¶ 178.)

So, a 16 manufacturing defect is not sufficiently alleged. 17 Because the Limited Warranty on its face does not apply to a design defect, the Court need 18 not address the parties’ arguments about Plaintiffs’ reliance on the Limited Warranty, multiple 19 service attempts, and unconscionability because those arguments assume the Limited Warranty’s 20 application.

21 B. Defendant’s Advertising and Product Information 22 Plaintiffs also assert claims for breach of express warranty under the Song-Beverly Act and 23 California Commercial Code § 2313. “The Song-Beverly Act is a remedial statute designed to 24 protect consumers who have purchased products covered by an express warranty.... A buyer of 25 consumer goods who is damaged by the manufacturer’s failure to comply with the act may bring 26 an action to recover damages and other legal and equitable relief.” *Robertson v. Fleetwood Travel 27 Trailers of Cal., Inc.*, 144 Cal.App.4th 785, 799 (2006).

The Song-Beverly Act does not itself 1 provides an express warranty is created by: 2 (a) Any affirmation of fact or promise made by the seller to the buyer which relates to the 3 goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise. 4 (b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.

5 Cal. Com. Code § 2313. “Hence, to prevail on a breach of express warranty claim, the plaintiff 6 must prove (1) the seller’s statements constitute an affirmation of fact or promise or a description 7 of the goods; (2) the statement was part of the basis of the bargain; and (3) the warranty was 8 breached.” *Weinstat v. Dentsply Internat., Inc.*, 180 Cal. App.

4th 1213, 1227 (2010) (cleaned up). 9 “When there is no privity of contract, California law requires a showing that a plaintiff relied on 10 an alleged warranty.” *Asghari v. Volkswagen Grp. of Am., Inc.*, 42 F.Supp.3d 1306, 1334 (C.D. 11 Cal. 2013). 12 Plaintiffs do not plausibly allege an express warranty based on advertising and product 13 information because Plaintiffs do not specify what statements form the basis of their claim.

14 Plaintiffs’ SAC contains a URL to a website describing the Class Appliance, but the URL appears 15 60 paragraphs before the generic allegations that Plaintiffs “researched the Class Appliance prior 16 to purchase, including by viewing GE Appliances’ product information and advertisements 17 online[.]” (Dkt. No. 27 ¶¶ 5, 5 n.1; 65; 76.)

Thus, Plaintiffs’ complaint does not sufficiently 18 allege what statements created an express warranty and upon which Plaintiffs relied. 19 *** 20 Accordingly, the Court GRANTS the motion to dismiss Plaintiffs’ express warranty 21 claims, with leave to amend. 22 II. Implied Warranty Claims 23 Plaintiffs assert violations of the Implied Warranty of Habitability under the Song-Beverly 24 Act and California Commercial Code sections 2314 and 10212.

Both statutes provide there is an 25 implied warranty of merchantability in every sale of goods. Cal. Civ. Code § 1792; Cal. Com. 26 Code § 2314(1). 27 // 1 A. Merchantability of the Class Appliances 2 Goods are merchantable if they “are fit for the ordinary purposes for which such goods are 3 used.” *Id.* §§ 2314(2)(a), (c); Cal. Civ. Code § 1791.1(a)(2).

As relevant here, being “fit for the 4 ordinary purpose” means two things. First, a product must be “in safe condition and substantially 5 free of defects,” which is violated when a defect “creates a substantial safety hazard.” *Brand v. 6 Hyundai Motor Am.*, 226 Cal. App. 4th 1538, 1546–47 (2014).

Second, a product is unfit when it 7 does not “possess even the most basic degree of fitness for ordinary use.” *Mocek v. Alfa Leisure, 8 Inc.*, 114 Cal.App.4th 402, 406 (2003). Under the second prong, “merchantability should not be 9 evaluated at the component level [and] the product should be analyzed as a whole.” *Corzine v. 10 Whirlpool Corp.*, 2016 WL 647172 *3–4 (N.D.

Cal. Nov. 2, 2016) (upholding claim that a leaking 11 fridge was defective because “in addition to keeping food cold, the refrigerator had a purpose of 12 properly channeling defrosted water so as to avoid leakage”).

Here, Plaintiffs assert the Class 13 Appliances are unfit for ordinary use under both prongs because the defective lint traps cause 14 excessive lint buildup, which creates a safety hazard and decreases the effectiveness of drying 15 clothes. 16 Plaintiffs do not plausibly allege an unreasonable safety risk. Plaintiffs allege the excessive 17 lint “finds its way onto the condenser coils,” which “can block the airflow through the condenser 18 coils.” (Dkt.

No. 27 ¶¶ 35, 36.) The “accumulation of lint combined with the high operating 19 temperature of the Class Appliance” creates a “risk of overheating and catching fire.” (Id. ¶ 12.) 20 But Plaintiffs allege nothing beyond this hypothetical “risk.” Both Plaintiffs allege they “began to 21 experience ... a buildup of lint on condenser coils,” (id. ¶¶ 66, 77), but do not allege any incidents 22 of “overheating [or] catching fire.” (Id. ¶¶ 12, 65-83.)

So, the Court dismisses Plaintiff’s implied 23 warranty claims to the extent they rely on an unreasonable safety hazard. See *Williams v. Yamaha* 24 Motor Co., 851 F.3d 1015, 1028–29 (9th Cir. 2017) (“[T]he SAC lacks any allegations indicating 25 that any customer, much less any plaintiff, experienced such a fire—a notable omission if the 26 alleged unreasonable safety hazard arises in all [Class Appliances.]”); see also Dkt.

No. 27 ¶¶ 3, 27 54, 61, 62, 147, 166 (describing the defect as “inherent” and “share[d]” by all Class Appliances). 1 WL 7753579 (C.D. Cal. 2013), for example, the plaintiffs alleged they “used the dryer” and “the 2 dryer caused a fire.” Id. at *1. And in *Apodaca v. Whirlpool Corp.*, 2013 WL 6477821 *9 (C.D. 3 Cal. Nov. 8, 2013), the plaintiffs alleged “in great detail” a “tight causal relationship” when a 4 dishwasher’s design caused moisture to interact with conductive silver ink in the control panel’s 5 wiring, thereby creating a fire risk.

Id. at *2–3, 9. Plaintiffs’ allegations do not include the “great 6 detail” supplied in *Apocada*, to make the fire risk plausible. Compare generally id.,² with Dkt. No. 7 27 ¶¶ 31–39 (alleging a fire hazard due to “high operating temperatures” and “restricted airflow”). 8 But Plaintiffs sufficiently allege the Class Appliances do not “possess even the most basic 9 degree of fitness for ordinary use.” *Mocek*, 114 Cal.App.4th at 406.

Drawing all reasonable 10 inferences in Plaintiffs’ favor, and analyzing the “product as a whole,” a core purpose of the 11 12 2 The *Apodaca* court described the plaintiffs’ detailed fire risk allegations: 13 The dishwasher’s control panel has three components: a plastic frame, a plastic front cover interface (“Interface”), and a flexible membrane switch (“FMS”) with a clear cover.

The 14 buttons on the Interface send signals to the control board connected to the FMS via a ribbon cable called a “tail.” The ribbon cable passes from the front of the frame to the rear 15

through an opening on the right side of the frame. There are visible lines running through the FMS, called “traces.” The traces are printed on the FMS using conductive silver ink.

16 The control panel fails because it becomes contaminated with moisture from the 17 dishwasher. [...] The moisture breaks down the coating on the traces, called the “solder mask.” 18 The silver traces can run close to each other, which creates a risk of migration. Silver 19 migration is the ionic movement of silver between two adjacent traces. When the silver comes into contact with moisture under electrical potential, the silver is removed ionically 20 from its original location and is redeposited as a metal (silver dendrite) in another location.

The silver migration renders the circuit inoperable. An open circuit results when two silver 21 traces have moisture between them and a voltage is applied. When this occurs, the plating current strips silver from one trace, the positive potential, and applies it to another trace, 22 the negative potential. Eventually, all the silver is removed from the positive trace, resulting in an open circuit.

Alternatively, a short circuit can occur where dendrite connects 23 two traces. [...] 24 The detergent dispenser fails when moisture comes into contact with electrical components, such as the solenoid. The solenoid is a coil of wire that converts electrical 25 energy to mechanical energy; it is used to receive the electrical signal sent from the control panel to the detergent dispenser.

Moisture enters the solenoid housing during operation of 26 the dishwasher and, over time, the moisture creates a short circuit. According to Plaintiffs, this short circuit can result in ignition or melting of the solenoid or neighboring materials. 27 1 Appliance is to promptly dry clothes. (Dkt. No. 27 ¶ 46 (“Needing to run multiple drying cycles, 2 with little to no improvement from one cycle to another, significantly interferes with an owner’s 3 ability to operate their Class Appliance in a way the reasonable consumer expects.”); cf. Corzine, 4 2016 WL 647172 at *3–4 (reasoning, “based on the allegation[s],” refrigerators have dual 5 purposes of keeping food cold and channeling water).

Plaintiffs sufficiently allege the Appliances 6 are unfit for this core purpose because the machines “failed to dry their contents a few months 7 after purchase, even after running [them] multiple times.” (Dkt. No. 27 ¶ 8.) Specifically, 8 Plaintiffs’ Appliances simultaneously “began to experience an increase in the time taken by the 9 machine to dry” and a “buildup of lint on condenser coils” within a year of purchase.

(Id. ¶¶ 63, 10 65, 66, 77.) Indeed, Plaintiff Duvall’s machine “began to stop the drying cycle altogether” and, 11 after a service attempt, he “has had to completely stop using the dryer mode of the device.” (Id. ¶¶ 12 66, 68.) 13 Defendant argues Plaintiffs’ allegations are not sufficiently specific, for instance, by not 14 “describing the increase in drying time he experienced, or on what load types or sizes.” (Dkt.

No. 15 28 at 31 (internal citation omitted).) But at the motion to dismiss stage, courts do not require such 16 a high degree of specificity as to the severity of a defect. Corzine, 2016 WL 6476172 *4 (no 17 inquiry as to the severity of fridge leaks); cf. Ashgari, 42 F.Supp.3d at 1338–39 (accepting 18 allegations that a car engine was “unable to utilize engine oil properly” and “consumes abnormally 19 high amounts of oil” because whether a normal car would be unmerchantable at certain mileages 20 is a question of fact) (internal quotation marks omitted).

Further, Plaintiffs need not allege the 21 “load types or sizes” they used because “[a] plaintiff’s allegations need not defeat every alternative 22 explanation” for why their clothes repeatedly failed to dry. See Scheibe v. ProSupps USA, LLC, 23 141 F.4th 1094, 1100 (9th Cir. 2025). 24 Accordingly, the Court DENIES Defendant’s motion to dismiss on this basis.

25 B. The One-Year Warranty’s Application to the Implied Warranty Claims 26 Defendant next asserts it did not deny Plaintiffs warranty coverage within the one-year 27 warranty period. “Where the contract sets out a remedy, and ‘the remedy is expressly agreed to be 1 Aug. 16, 2018) (citing Cal. Comm. Code § 2719(1)(b)).

Thus, an express warranty’s durational 2 limit applies to the remedies available under the Implied Warranty of Merchantability. Id. Here, 3 the product’s Limited Warranty provides that Plaintiffs’ “sole and exclusive remedy is product 4 repair as provided in this Limited Warranty. Any implied warranties, including the implied 5 warranties of merchantability or fitness for a particular purpose, are limited to one year or the 6 shortest period allowable by law.” (Dkt.

No. 28–2 at 2.) 7 Plaintiff’s allegations do not plausibly support an inference they were denied warranty 8 coverage within the one-year period. Plaintiff Duvall purchased the product in October 2023 and, 9 in September 2024, Defendant’s representative serviced the Class Appliance at Plaintiff’s home. 10 (Dkt. No. 27 ¶¶ 63, 68.) “The Defect returned two months later in November 2024,” outside the 11 one-year warranty.

(Id. ¶ 68.) So, Plaintiff Duvall does not allege he was denied repairs within a 12 year of purchase. Plaintiff Kassel alleges he purchased the product in July 2023 and “experienced 13 the ... Defect in or around January 2024,” but he does not allege he asked for a repair within one 14 year of purchase. (Id. ¶ 74–77.) Instead, he alleges “[Defendant] has refused to replace the 15 defective Class Appliances and cover additional losses experienced by Plaintiff and the Class.” 16 (Id. ¶ 74, 77–78.)

But this conclusory allegation does not plausibly support an inference 17 Defendant failed to comply with the one-year warranty. 18 Plaintiffs’ insistence the limited warranty’s one-year duration is invalid because it makes 19 the warranty fail of its essential purpose and is unconscionable is unavailing.

First, under 20 California law, “a repair or replace remedy fails of its essential purpose only if repeated repair 21 attempts are unsuccessful within a reasonable time.” *Philippine Nat. Oil Co. v. Garrett Corp.*, 724 F.2d 803, 808 (9th Cir. 1984) (italics removed).

Here, Plaintiff Duvall alleges only one repair 23 request within the one-year period, not “repeated repair attempts.” (Dkt. No. 27 ¶ 68.) Plaintiffs 24 counter there is no one-repair-attempt requirement because “[t]he number of attempts is a question 25 of reasonableness. See Cal. Civ. Code § 1793.2(d).” (Dkt. No. 34 at 21.) But Plaintiffs do not cite 26 any case suggesting one repair attempt is sufficient under California law to show a warranty failed 27 of its essential purpose.

Second, “courts in this circuit have concluded a warranty’s durational 1 concealed defects.” *Drake v. Toyota Motor Corp.*, 2020 WL 7040125 *8 (C.D. Cal. Nov. 23, 2 2020) (collecting cases). Plaintiffs do not cite any California law to the contrary. 3 So, the Court GRANTS the motion to dismiss as to Plaintiffs’ implied warranty claims. 4 Accordingly, the Court need not address whether Count VII sufficiently alleges privity or a valid 5 exception.

6 III. CLRA, FAL, UCL, and Unjust Enrichment Claims 7 Federal Rule of Civil Procedure 9(b) requires fraud to be pled with particularity so a 8 defendant “can defend against the charge and not just deny that they have done anything wrong.” 9 *United States v. United Healthcare Ins. Co.*, 848 F.3d 1161, 1180 (9th Cir. 2016) (cleaned up). 10 Here, Plaintiffs advance theories of fraudulent omission under the CLRA, FAL, UCL, and 11 common law, all of which arise from the same factual allegations.

Thus, the claims rise or fall 12 together based on the plausibility of those allegations. See *Hadley v. Kellogg Sales Co.*, 273 F. 13 Supp. 3d 1052, 1063 (N.D. Cal. 2017) (“Because the same standard for fraudulent activity governs 14 [the UCL, FAL, and CLRA], courts often analyze the three statutes together.”); see also *Ebner v.* 15 *Fresh, Inc.*, 838 F.3d 958, 965 (9th Cir.

2016) (analyzing California consumer protection statutes 16 together since they share the same “reasonable consumer” test). A common law fraud claim, while 17 similar to the consumer protection statutes, requires certain additional elements, such as 18 knowledge of falsity. See *Small v. Fritz Companies, Inc.*, 30 Cal. 4th 167, 173 (2003) (establishing 19 the elements of a fraud claim); *Kowalsky v. Hewlett-Packard Co.*, 771 F. Supp. 2d 1156, 1160 20 (N.D.

Cal. 2011) (“California courts have also suggested that while claims of common law fraud 21 require a deception ‘known to be false by the perpetrator,’ this element is not required to state a 22 claim under the fraudulent prong of the UCL.”) (citing *In re Tobacco II Cases*, 46 Cal.4th 298, 23 312 (2009)). 24 As set forth below, the Court GRANTS Defendant’s motion to dismiss Plaintiffs’ omission 25 claims.

26 A. Rule 9(b) Particularity 27 Plaintiffs allege Defendant failed to disclose a defect while making partial representations 1 sound in fraud, and per Federal Rule of Civil Procedure 9(b), must be pled with particularity. See 2 *Kearns v. Ford Motor Co.*, 567 F.3d 1120, 1125 (9th Cir. 2009) (holding Rule 9(b)'s heightened 3 pleading requirement applies to California consumer protection statute claims sounding in 4 fraud). Rule 9(b) typically requires a pleading "identify the who, what, when, where, and how of 5 the misconduct charged, as well as what is false or misleading about the purportedly fraudulent 6 statement, and why it is false." *Moore v. Mars Petcare US, Inc.*, 966 F.3d 1007, 1019 (9th Cir.

7 2020) (cleaned up). In an omission case, however, some district courts have held a plaintiff must 8 "describe the content of the omission and where the omitted information should or could have 9 been revealed, as well as provide representative samples of advertisements, offers, or other 10 representations that plaintiff relied on to make her purchase and that failed to include the allegedly 11 omitted information." *Marolda v. Symantec Corp.*, 672 F. Supp. 2d 992, 1002 (N.D.

Cal. 2009). 12 The Court need not decide which test to apply because Plaintiffs allegations fail to satisfy 13 either standard. Plaintiffs do not identify which statements they saw. Plaintiffs allege they 14 "researched the Class Appliance prior to purchase, including by viewing GE Appliances' product 15 information and advertisements online, which stated fast laundry times of two hours[.]" (Dkt.

No. 16 27 ¶¶ 65, 76.) Plaintiffs claim "[n]one of the marketing addressed the Lint Trap Defect," so 17 Plaintiffs "relied on the ability of the Class Appliance to perform its basic function of drying in a 18 standard manner when purchasing the device." (Id. ¶¶ 65, 76.) Yet Plaintiffs do not identify the 19 'what' and 'where' regarding this advertising and marketing because the only website URL the 20 SAC identifies is 60 paragraphs before these allegations of reliance.

(Id. ¶ 5, 5 n.1); see supra, 21 Part I.B. In other words, Plaintiffs do not plausibly allege they viewed the website. 22 Likewise, Plaintiffs' failure to allege a source of Defendant's advertising and product 23 information means Plaintiffs have not "provide[d] representative samples of advertisements, 24 offers, or other representations" they relied on. *Marolda*, 672 F. Supp. 2d at 1002.

And Plaintiffs' 25 citation to *Goldstein v. General Motors, LLC*, 517 F. Supp. 3d 1076, 1087 (S.D. Cal. Feb. 3, 2021) 26 is unpersuasive. Although Plaintiffs have "pled specific information channels" such as 27 Defendant's website, id., Plaintiffs have not alleged they specifically "relied on" these channels. 1 Accordingly, the Court DISMISSES Plaintiffs' CLRA, FAL, UCL, and Unjust Enrichment 2 claims, with leave to amend.

3 B. Defendant's Knowledge of the Defect 4 "[P]laintiffs must sufficiently allege that a defendant was aware of a defect at the time of 5 sale to survive a motion to dismiss." *Wilson v. Hewlett-*

Packard Co., 668 F.3d 1136, 1145 (9th Cir. 2012). Plaintiffs offer two theories as to how Defendant knew of the lint trap defect: 7 Defendant’s pre-sale product testing and customer complaints.

Together, the facts underlying 8 these theories plausibly allege Defendant knew of the defect at the time of sale. 9 Plaintiff alleges a highly detailed testing regime for the Class Appliance, which supports 10 an inference Defendant knew of the defect. Plaintiff quotes Defendant’s “Lead Designer of the 11 Class Appliance, Ken Rudolph” who represented Defendant undertook three types of testing: 12 “laboratory testing,” “field testing,” and “real-world testing” where Defendant “tortured test [sic] 13 the hell out of” the Class Appliance in “about two dozen homes.” (Dkt.

No. 27 ¶¶ 48-49.) Mr. 14 Rudolph also claimed Defendant tested the Class Appliance under three separate protocols: 15 standards for washers, for dryers, and for combined washer-dryers that Defendant created 16 themselves. (Id. ¶ 48.) Defendant’s regime “monitor[ed] the entire cycles” and tested a “variety 17 of loads,” including “loads that were deficiently covered in standard wash and test protocols.” (Id.

18 ¶ 49.) Plaintiff’s SAC has a URL link to Mr. Rudolph’s video interview and a transcript of his 19 comments. (Id. ¶¶ 48-50 n.15-19.) 20 The breadth and detail of Defendant’s alleged testing scheme, coupled with post-sale 21 consumer complaints, supports an inference of Defendant’s knowledge because the complaints are 22 sufficiently voluminous, temporally proximate to the time of purchase, and related to the alleged 23 defect.

Plaintiff attaches roughly 95 pages of negative customer reviews from Defendant’s website 24 and two retailer’s websites. (Dkt. No. 27-2.) Many of these complaints stated the customer’s 25 clothes were unable to dry within days of purchasing the Class Appliance. (See, e.g., id. at 3 26 (“clothes take for ever [sic] to dry” and lint began collecting within “a few days” of purchase), at 4 27 (“laundry comes out barely dried” after a purchase “earlier this month”), at 5 (“We have had this 1 purchased machine clothes never come out dry.”)).

These complaints mirror Plaintiffs’ 2 experiences with the Class Appliance. (Compare generally, id. at 3-5 (complaints shortly after 3 purchase regarding lint buildup and laundry not drying), with Dkt. No. 27 ¶¶ 66-67, 77-78) And 4 Defendant even promptly responded to the above-cited complaints “an agent will be reaching out 5 to you by email,” which suggests Defendant learned of the alleged defect.

(Id. at 3-5.) 6 Defendant emphasizes the number of consumer complaints is too small to put it on notice 7 of the lint trap defect as it sold “thousands” of appliances and Plaintiffs’ complaints represent only 8 “1.3% of total reviews.” (Dkt. No. 28 at 20–21.)

As support Defendant cites several cases where, 9 broadly speaking, consumer complaints were not sufficiently voluminous, close in time to the 10 plaintiff’s purchase, or related to the product

to put a manufacturer on notice of a defect. (Id. 11 (citing, e.g., *Sloan v. General Motors LLC*, 2017 WL 3283998 *8 (N.D. Cal. Aug. 1, 2017) (82 12 complaints over seven years was insufficient); *Cho v. Hyundai Motor Co.*, 636 F. Supp. 3d 1149, 13 1168 (C.D.

Cal. Oct. 21, 2022) (400 complaints, many of which were not about the class vehicle, 14 were insufficient over 12-year period); *Cadena v. American Honda Motor Co., Inc.*, 2019 WL 15 3059931, at *12 (30 complaints insufficient where 18 of them were posted after the plaintiffs' 16 purchases and all complaints were on websites the defendant did not monitor); *Pelayo v. Hyundai 17 Motor Am., Inc.*, 2021 WL 1808628, at *6 (C.D.

Cal. May 5, 2021) (knowledge that an engine was 18 "prone to fires" not established by "generalized complaints about cars" to government agencies)). 19 Defendant's cases are distinguishable. Here, although it is unclear which, if any, consumer 20 complaints pre-date Plaintiffs' purchases, each complaint was about the Class Appliance and 21 posted within a year or two,³ as opposed to a period of 7 or 12 years.

Compare generally Dkt. No. 22 27-2, with *Sloan*, 2017 WL 3283998, at *8, and *Cho*, 636 F. Supp. 3d at 1168. Unlike the 23 3 The parties have differing interpretations regarding when the earliest customer review was 24 posted.

The first 72 pages of these complaints do not have specific dates, so the earliest of these reviews was posted "a year ago." (See generally Dkt. No. 27-2 at 1–76.) The remaining 25 complaints have dates, but the earliest review is from 2024—months after Plaintiffs' purchases. (See generally id. at 77-95.) At no point does the SAC allege when these dates were compiled.

26 (See generally Dkt. No. 27.) Because it is unclear which, if any, consumer complaints pre-date Plaintiffs' purchases, the timestamps do not enable Defendant to "defend against the charge and 27 not just deny that they have done anything wrong." *United Healthcare*, 848 F.3d at 1180 (cleaned 1 manufacturers who did not monitor consumer complaints, here, Defendant responded to at least 2 100 complaints on its own website, often saying an agent will follow up with the complaining 3 customer.

Compare generally Dkt. No. 27-2 at 1-55, with *Cadena*, 2019 WL 3059931 at *12 (no 4 allegation Plaintiff monitored the websites), and *Pelayo*, 2021 WL 1808628 at *6 (alleging the 5 defendant was legally obligated to monitor complaints to a government agency is not the same as 6 alleging defendant saw the complaints).

Finally, the inference that Defendant learned of a defect 7 through these complaints is even more plausible in conjunction with Plaintiffs' allegations of a 8 detailed testing regime that is corroborated by an interview with the Class Appliances' lead 9 designer. (Dkt. No. 27 ¶¶ 48-50 n.15-19); see *Almeida v. Apple, Inc.*, 2023 WL 3149252, at *1 10 ("[E]ven those complaints that post-date the plaintiffs' purchases support the inference—at least 11 when combined with the pre-

release testing allegations—that Apple was on notice of the defect ... 12 if ordinance use by consumers so readily revealed the defect, surely Apple’s targeted testing did 13 too.”) 14 Accordingly, the Court DENIES Defendant’s motion to dismiss on the basis of 15 Defendant’s knowledge of a defect.

16 C. Defendant’s Duty to Disclose 17 A misrepresentation claim based on omission requires either that the omission was 18 “contrary to a representation actually made by the defendant,” or “the defendant was obliged 19 to disclose” the information. *Hodsdon v. Mars, Inc.*, 891 F.3d 857, 861 (9th Cir. 2018).

Here, the 20 alleged omission is Defendants’ failure to disclose the existence of a defect in the lint trap. (See, 21 e.g., Dkt. No. 27 ¶¶ 4, 28, 89, 102.) Plaintiffs proceed under the second theory of fraudulent 22 omission—namely, Defendants were “obliged to disclose” the existence of the defect. 23 Under California law, there are four scenarios in which a defendant is obligated 24 to disclose information: 25 (1) when the defendant is in a fiduciary relationship with the plaintiff; 26 (2) when the defendant had exclusive knowledge of material facts not known to the plaintiff; 27 (3) when the defendant actively conceals a material fact from the plaintiff; and (4) when the defendant makes partial representations but also suppresses some material 1 *LiMandri v. Judkins*, 52 Cal. App.

4th 326, 336 (1997). Here, Plaintiffs have plausibly alleged 2 “the defendant had exclusive knowledge of material facts not known to the plaintiff.” 3 A fact is material “if a reasonable consumer would attach importance to it or if ‘the maker 4 of the representation knows or has reason to know that its recipient regards or is likely to regard 5 the matter as important in determining his choice of action.’” *Hinojos v. Kohl’s Corp.*, 718 F.3d 6 1098, 1107 (9th Cir.

2013) (emphasis in original), as amended on denial of reh’g and reh’g en 7 banc (July 8, 2013). Moreover, “materiality is generally a question of fact” not appropriate for 8 disposition on a motion to dismiss. *Kwikset Corp. v. Superior Ct.*, 51 Cal. 4th 310, 333 (2011). 9 The SAC addresses materiality through allegations that “[h]ad [Defendant] disclosed the Defect, 10 Plaintiff[s ...] would not have purchased [their] Class Appliance or would have paid less to do 11 so.” (See, e.g., Dkt.

No. 27 ¶¶ 70, 80.) As to Defendants’ knowledge of the material fact, the Court 12 reiterates its analysis of Plaintiffs’ knowledge allegations above. See Part II.B, *supra*. Plaintiffs 13 plausibly allege Defendant knew of the defect prior to selling the Class Appliances, and such 14 information was material to consumers.

As Defendant’s exclusive knowledge is sufficient to 15 establish a duty to disclose, the Court need not address the other three scenarios under which 16 Defendant may have a duty to disclose. 17 D. Plaintiff’s Equitable Claims 18 Defendant moves to dismiss Plaintiffs’ equitable claims in the

CLRA, UCL, FAL, and 19 unjust enrichment causes of action on the grounds the Court lacks equitable jurisdiction.

A federal 20 court lacks equitable jurisdiction of equitable claims when a plaintiff has an adequate legal remedy 21 for the same conduct. *Guzman v. Polaris Indus. Inc.*, 49 F.4th 1308, 1313 (9th Cir. 2022); *Sonner 22 v. Premier Nutrition Corp.*, 971 F. 3d 834, 844 (9th Cir. 2020). While this Court has declined to 23 address the issue at the motion to dismiss stage, see, e.g., *Biederman v. FCA LLC*, 765 F. Supp. 3d 24 920, 944 (N.D.

Cal. 2025), as explained at oral argument, if dismissal of the equitable claims, and 25 in particular, the UCL claim, will shorten the class period, whether the Court has equitable 26 jurisdiction probably should be resolved before class certification, or maybe even class 27 certification discovery. So, in their amended complaint, Plaintiffs should attempt to plausibly 1 CONCLUSION 2 For the reasons explained above, the Court GRANTS Defendant's Motion to Dismiss as to 3 all Counts.

As all the pleading shortcomings this Order identifies are curable, the Court grants 4 || leave to amend the claims already pled; Plaintiffs may not add new claims or defendants without 5 further leave of court. Any third amended complaint must be filed by November 14, 2025.

The 6 || Court schedules an initial case management conference for February 25, 2026 at 2:00 p.m. via 7 || Zoom video. A joint case management conference statement is due one week in advance. 8 IT IS SO ORDERED. 9 Dated: October 27, 2025, ne 10 JACQUELINE SCOTT CORLE 11 United States District Judge 12 13 15 16 («17 Z 18 19 20 21 22 23 24 25 26 27 28