

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, TAMPA DIVISION

Feaster v. Electrolux Consumer Products, Inc.

Case No. 8:25-cv-00910-JLB-NHA (M.D. Fla. Jan. 23, 2026) · No. 8:25-cv-00910-JLB-NHA · Decided January 23, 2026

SUMMARY

The United States District Court for the Middle District of Florida partially granted Electrolux Consumer Products, Inc.'s motion to dismiss a putative class action arising from the alleged explosion of a Frigidaire oven's glass door. The court dismissed the implied-warranty claims as barred by a one-year warranty limitation, rejected the fraudulent concealment and FDUTPA dismissal arguments, allowed the unjust enrichment claim to proceed, and dismissed the declaratory-relief claim for lack of standing.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Tampa Division
WRITING FOR THE COURT	John L. Badalamenti
JURISDICTION	United States District Court for the Middle District of Florida, Tampa Division
DECIDED	January 23, 2026
DOCKET	8:25-cv-00910-JLB-NHA
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought a putative class action asserting implied-warranty, fraudulent-concealment, FDUTPA, unjust-enrichment, and declaratory-relief claims. Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the amended complaint.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, draws reasonable inferences in the plaintiff's favor, and determines whether the complaint states a facially plausible claim for relief. The court may consider an attached document that is central to the claim and undisputed without converting the motion to one for summary judgment.
PRECEDENTIAL VALUE	nonprecedential

PARTIES

Peggy Feaster v. Electrolux Consumer Products, Inc.

TOPICS

motions to dismiss

unconscionability

consumer protection

unjust enrichment

declaratory judgment

PRACTICE AREAS

civil procedure

contracts

consumer protection

remedies

QUESTIONS PRESENTED

1. Whether the one-year limitation on implied warranties was unenforceable as substantively unconscionable.
2. Whether the amended complaint adequately pleaded fraudulent concealment and FDUTPA claims under Federal Rules of Civil Procedure 8(a)(2), 9(b), and the applicable Florida-law requirements for duty, reliance, and causation.
3. Whether the FDUTPA claim failed because no actionable conduct occurred in Florida or because FDUTPA imposes geographical or residential restrictions.
4. Whether the unjust-enrichment claim was premature or unavailable because plaintiff allegedly had an adequate remedy at law or an express contract.
5. Whether plaintiff had Article III standing to seek declaratory relief based on an alleged possibility that she would purchase another oven if the defect were repaired.

HOLDINGS

1. The amended complaint did not plausibly allege substantive unconscionability. Because Florida law requires both procedural and substantive unconscionability, the one-year limited warranty barred the implied-warranty claims in Counts I, II, and VI, which were properly dismissed with prejudice.
2. Counts IV and V adequately pleaded fraudulent concealment and FDUTPA claims. At the motion-to-dismiss stage, the court was required to accept the allegations that the oven was defective and that Electrolux concealed the defect as true and draw reasonable inferences in plaintiff's favor.
3. The fraudulent-concealment claim adequately alleged a duty to disclose and reliance, and the FDUTPA claim adequately alleged causation. Plaintiff was not required to identify a specific statement on which she relied, and reliance is not an element of FDUTPA.
4. The unjust-enrichment claim in Count III survived dismissal. The adequacy-of-a-legal-remedy argument was premature because an unjust-enrichment claim is not extinguished until the existence of an express contract is established.
5. Plaintiff lacked Article III standing to seek declaratory relief because her alleged future injury was conjectural. Her prior purchase and alleged past injury did not establish a substantial likelihood of future injury, and the allegation that she might purchase another oven if the defect were fixed did not identify concrete plans or a specific time for purchase.

KEY QUOTATIONS

“The substantive unconscionability analysis focuses on whether the terms of the contract are “so ‘outrageously unfair’ as to ‘shock the judicial conscience.’” (Discussion § I)

“Rule 9(b) is satisfied if the complaint sets forth (1) precisely what statements were made in what documents or oral representations or what omissions were made, and (2) the time and place of each such statement and the person responsible for making (or, in the case of omissions, not making) [the] same, and (3) the content of such statements and the manner in which they misled the plaintiff, and (4) what the defendants obtained as a consequence of the fraud.” (Discussion § II.B)

“Such ‘some day’ intentions—without any description of concrete plans, or indeed any specification of when the some day will be—do not support a finding of the ‘actual or imminent’ injury that our cases require.” (Discussion § IV)

FACTUAL BACKGROUND

Peggy Feaster purchased a Frigidaire electric range from Home Depot in Florida on July 26, 2022. In November 2024, after approximately two years of use, the oven door suddenly shattered, covering her kitchen floor with glass. Feaster alleged that defects in the oven glass, including nickel sulphate impurities and the use of weaker soda-lime glass, made the door susceptible to violent breakage, and that Electrolux knew of and concealed the alleged defects. The oven included a one-year limited warranty that restricted implied-warranty claims to one year after purchase.

PROCEDURAL HISTORY

Plaintiff filed an amended complaint after an oven's glass door shattered. Defendant moved to dismiss. The court granted the motion in part and denied it in part, dismissing Counts I, II, VI, and VII with prejudice, while allowing Counts III, IV, and V to proceed. Defendant was ordered to answer within twenty-one days.

DISPOSITION

other

CASES CITED

- Bryant v. Avado Brands, Inc., 187 F.3d 1271, 1273 n.1 (11th Cir. 1999)
- Horsley v. Feldt, 304 F.3d 1125, 1134 (11th Cir. 2002)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 557, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Pielage v. McConnell, 516 F.3d 1282, 1284 (11th Cir. 2008)
- Blackston v. State of Alabama, 30 F.3d 117, 120 (11th Cir. 1994)
- Hishon v. King & Spalding, 467 U.S. 69, 73 (1984)
- Peacock Hotel, Inc. v. Shipman, 138 So. 44, 46 (Fla. 1931)
- Basulto v. Hialeah Auto., 141 So. 3d 1145, 1159 (Fla. 2014)

- Romano ex rel. Romano v. Manor Care, Inc., 861 So. 2d 59, 62 (Fla. 4th DCA 2003)
- Licul v. Volkswagen Grp. of Am., No. 13-61686-CIV, 2013 WL 6328734, at *2-3 (S.D. Fla. Dec. 5, 2013)
- Gainesville Health Care Ctr., Inc. v. Weston, 857 So. 2d 278, 285 (Fla. 1st DCA 2003)
- Pendergast v. Sprint Nextel Corp., 592 F.3d 1119, 1139 (11th Cir. 2010)
- Steinhardt v. Rudolph, 422 So. 2d 884, 890 (Fla. 3d DCA 1982)
- Shelor v. Jaguar Land Rover N. Am. LLC, 2025 WL 1580834, at *16, *18 (M.D. Fla. Jan. 31, 2025) (Report and Recommendation), adopted by No. 3:23-cv-00908-WGY-PDB, Doc. 88 (M.D. Fla. May 1, 2025)
- Monsanto Agricultural Products Co. v. Edenfield, 426 So. 2d 574, 579 (Fla. 1st DCA 1982)
- Marquez v. Amazon.com, Inc., 69 F.4th 1262, 1273 (11th Cir. 2023)
- Young v. Grand Canyon Univ., Inc., 57 F.4th 861, 875 (11th Cir. 2023)
- Inouye v. Adidas Am., Inc., No. 8:22-cv-416, 2023 WL 2351654, at *3 (M.D. Fla. Mar. 3, 2023)
- Garfield v. NDC Health Corp., 466 F.3d 1255, 1262 (11th Cir. 2006)
- TransPetrol, Ltd. v. Radulovic, 764 So. 2d 878, 879-80 (Fla. 4th DCA 2000)
- Ramel v. Chasebrook Constr. Co., 135 So. 2d 876, 882 (Fla. 2d DCA 1961)
- Vokes v. Arthur Murray, Inc., 212 So. 2d 906, 909 (Fla. 2d DCA 1968)
- Humana, Inc. v. Castillo, 728 So. 2d 261, 265 (Fla. 2d DCA 1999)
- Philip Morris USA Inc. v. Principe, Philip Morris USA Inc. v. Principe, 337 So. 3d 821, 827 n.7 (Fla. 3d DCA 2021)
- R.J. Reynolds Tobacco Co. v. Martin, 53 So. 3d 1060, 1068 (Fla. 1st DCA 2010)
- Prentice v. R.J. Reynolds Tobacco Co., 338 So. 3d 831, 837, 840, 842 (Fla. 2022)
- Gov't Emps. Ins. Co. v. Right Spinal Clinic, Inc., No. 23-11778, 2024 WL 4564168, at *9 (11th Cir. Oct. 24, 2024)
- Fitzpatrick v. Gen. Mills, Inc., 635 F.3d 1279, 1283 (11th Cir. 2011)
- Millennium Commc'ns & Fulfillment, Inc. v. Off. of the Att'y Gen., 761 So. 2d 1256, 1260-62 (Fla. 3d DCA 2000)
- Bowleg v. Bowe, 502 So. 2d 71, 72 (Fla. 3d DCA 1987)
- State Farm Mut. Auto. Ins. Co. v. Physicians Inj. Care Ctr., Inc., 427 F. App'x 714, 722 (11th Cir. 2011)
- Mobil Oil Corp. v. Dade Cnty. Eoil Mgmt. Co., Inc., 982 F. Supp. 873, 880 (S.D. Fla. 1997)
- Rushing v. Wells Fargo Bank, 752 F. Supp. 2d 1254, 1265 (M.D. Fla. 2010)
- Malowney v. Fed. Collection Deposit Grp., 193 F.3d 1342, 1347-48 (11th Cir. 1999)
- Strickland v. Alexander, 772 F.3d 876, 883 (11th Cir. 2014)
- Coccario v. Geico Gen. Ins. Co., 648 F. App'x 876, 880 (11th Cir. 2016)
- Lujan v. Defenders of Wildlife, 504 U.S. 555, 562-64 (1992)
- Emory v. Peeler, 756 F.2d 1547, 1552 (11th Cir. 1985)
- Old Republic Union Ins. Co. v. Tillis Trucking Co., Inc., 124 F.3d 1258, 1260 (11th Cir. 1997)