IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALEXANDER SEMENCHUK, individually and on behalf of all others similarly situated, Plaintiff, v. LITTLE GIANT LADDER SYSTEMS, LLC, Defendant.	Case No. 1:26-cv-14663 **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff ALEXANDER SEMENCHUK ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his undersigned counsel, brings this Class Action Complaint against Defendant LITTLE GIANT LADDER SYSTEMS, LLC ("Little Giant" or "Defendant"), and alleges the following based upon personal knowledge as to himself and his own acts, and upon information and belief—including the investigation conducted by his counsel—as to all other matters:

NATURE OF THE ACTION

1. This class action seeks monetary damages, restitution, and equitable relief arising from Defendant's deceptive, misleading, and unlawful practices in designing, manufacturing, importing, warranting, labeling, marketing, distributing, and selling multi-position ladders equipped with "Rapid Locks" across eleven model lines—*Adjustable Fortress 2.0, Conquest 2.0, Dark Horse 2.0, Epic, King Kombo XT (also designated King Kombo XL), Leveler, MegaLite, MegaLite+, Multi, Quantum, and Vector*—encompassing the 130 part numbers set forth in **Appendix A** that lack an orange rectangular "QC" inspection sticker on the side rail above a Rapid Lock (collectively, the "Products" or "Ladders").

2. Multi-position articulating and telescoping ladders are elevated load-bearing safety equipment used by homeowners and tradespeople at substantial heights—often reaching maximum working lengths near nineteen feet or more above concrete driveways, garage floors, stairwells, and hard interior surfaces. Unlike ordinary household goods, a multi-position ladder's sole functional purpose depends upon its height-adjustment locking pins engaging reliably and holding fast under human load.

3. Throughout a nearly eleven-year sales period spanning December 2015 through October 2026, Defendant uniformly labeled, warranted, and marketed the Products on retail packaging and permanently affixed side-rail specification decals as heavy-duty climbing equipment—affirmatively representing on units such as Plaintiff's Leveler 22 Ladder (Part No. 16522-803) that the Products carry an "EXTRA HEAVY DUTY RATING" of "TYPE IA 300 LBS" (or higher), "COMPL[Y] WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," feature patented "Rapid Locks" for effortless height adjustment, and are backed by Defendant's "LIMITED LIFETIME WARRANTY."

4. In truth, every recalled unit of the Products suffered from a uniform, latent mechanical safety defect at the point of sale: the black or orange leg-mounted Rapid Locks designed to insert into the ladder rungs to secure the ladder's height can fail to fully seat or engage—and can bind, stick, or give the false appearance of engagement—causing the telescoping ladder rails to suddenly and unexpectedly retract downward under load during foreseeable climbing and standing use, creating an acute fall hazard (the "Defect").

5. Prior to finally recalling the Products in November 2026, Defendant had accumulated extensive, direct actual knowledge of the Defect and its devastating real-world consequences, having received at least thirty-nine (39) reports of Rapid Locks failing to function

properly and twenty-five (25) reports of Ladders suddenly retracting under users, resulting in nineteen (19) reported injury incidents—including three catastrophic head-injury incidents involving traumatic brain injury, skull fracture, concussion, vision loss, hearing loss, and cognitive impairment, as well as sixteen additional injury incidents involving bone and joint fractures, lacerations, and severe bruising.

6. Despite knowing of scores of lock malfunctions, sudden collapses, and life-altering head and orthopedic injuries, Defendant concealed the Defect from the consuming public and continued manufacturing, importing, distributing, and selling approximately 3,662,000 affected Ladders nationwide through major retailers—including brick-and-mortar Lowe's and Costco stores—for retail prices between approximately $100 and $1,000 through October 2026.

7. On November 5, 2026, Defendant, in cooperation with the United States Consumer Product Safety Commission ("CPSC"), announced CPSC Recall No. 27-067 covering approximately 3,662,000 Little Giant Ladders with Rapid Locks (the "Recall"). While the CPSC Recall Notice confirms the uniform existence and severity of the Defect and instructs all owners to "stop using the recalled ladders immediately," Defendant's Recall remedy is structurally inadequate, self-serving, and designed to shield Defendant's balance sheet rather than make purchasers whole.

8. Rather than offering purchasers a full refund or an unconditional, factory-remediated replacement ladder, Defendant's Recall defaults millions of consumers to a mail-order "repair kit containing warning labels and instructions" that shifts the burden of product safety and ongoing mechanical maintenance directly onto consumers—expecting ordinary homeowners to affix supplemental warning stickers to their own ladders, visually inspect every lock pin prior to each climb, and repeatedly lubricate the load-bearing Rapid Locks themselves.

9. Worse still, only if a consumer obtains the sticker kit, applies lubrication, experiences continued Rapid Lock failure, and then submits to a discretionary manufacturer "evaluation" will Defendant even consider offering a replacement ladder or a refund—and even then, Defendant categorically restricts full purchase-price refunds to "ladders purchased within the past 12 months." For the vast majority of Class Members who purchased during the first ten years of the eleven-year sales period (December 2015 through October 2025)—including Plaintiff, who purchased his Ladder in November 2019 backed by an express "LIMITED LIFETIME WARRANTY"—Defendant's Recall denies any full refund altogether, relegating them at best to an unspecified "depreciated value determined by date of purchase."

10. Had Defendant disclosed the uniform Rapid Lock Defect prior to purchase, Plaintiff and Class Members would not have purchased the Products, or would have paid substantially less for them. Plaintiff brings this action on behalf of a Nationwide Class and an Illinois Subclass to recover the benefit-of-the-bargain, overpayment, and restitutionary relief that Defendant's inadequate Recall refuses to provide.

JURISDICTION AND VENUE

11. This Court has original subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d)(2)(A), because: (a) this is a proposed class action involving well over 100 putative Class Members (approximately 3,662,000 recalled Ladders were sold nationwide); (b) the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs, given nationwide sales of approximately 3,662,000 units retailing between $100 and $1,000 per unit, in addition to statutory relief and attorneys' fees; and (c) minimal diversity exists because Plaintiff and members of the Illinois Subclass are citizens of the State of Illinois, whereas Defendant is a citizen of the State of Utah pursuant to 28 U.S.C. §

1332(d)(10) (and, upon information and belief, is also diverse from Plaintiff and numerous Nationwide Class Members across all fifty states under traditional limited-liability-company citizenship principles).

12. Neither the mandatory nor the discretionary exceptions to CAFA jurisdiction under 28 U.S.C. § 1332(d)(3) or (d)(4) apply because Defendant is not a citizen of Illinois and the recalled Products were marketed and sold across all fifty states for nearly eleven years, such that well over two-thirds of the members of all proposed plaintiff classes in the aggregate are citizens of states other than Illinois. To the extent necessary, this Court also has supplemental jurisdiction over Plaintiff's state-law claims pursuant to 28 U.S.C. § 1367(a).

13. This Court has specific personal jurisdiction over Defendant because Defendant purposefully directed its commercial activities at the State of Illinois and purposefully availed itself of the privilege of conducting continuous, systematic, and substantial business throughout Illinois. Over the nearly eleven-year recall period, Defendant marketed, distributed, warranted, and sold tens or hundreds of thousands of recalled Ladders through brick-and-mortar retail stores across Illinois—including Lowe's and Costco retail locations throughout Illinois and within this District—derived substantial revenues from sales to Illinois residents, issued written lifetime warranties directly to Illinois purchasers, and directed its November 5, 2026 Recall program to Illinois consumers. Plaintiff's and Illinois Subclass Members' claims arise directly out of and relate to Defendant's purposeful Illinois contacts.

14. Venue is proper in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to Plaintiff's and the Classes' claims occurred within this District. Plaintiff resides in this District and purchased, possessed, used, and suffered economic injury from his recalled Product within this

District, and Defendant continuously marketed, distributed, warranted, and sold substantial volumes of the recalled Products through major brick-and-mortar retail locations throughout this District, including within the Eastern Division.

PARTIES

Plaintiff

15. Plaintiff Alexander Semenchuk is, and at all times relevant to this action was, a natural person and a citizen of the State of Illinois residing in Rockton, Illinois.

16. On November 12, 2019, Plaintiff Semenchuk purchased a new Little Giant Leveler 22-foot Multi-Position Ladder, bearing Part No. 16522-803, from a Lowe's retail store located at 9700 North Alpine Road in Machesney Park, Illinois, for a total purchase price of $163.51 for personal and household use.

17. Plaintiff Semenchuk's Ladder bears the "Little Giant" and "LEVELER" markings on its aluminum side rails, orange Rapid Locks mounted on its legs, and Defendant's factory-affixed specification and warranty decal identifying it as "MODEL: 22 LITTLE GIANT LEVELER," "PART NUMBER: 16522-803." Visual inspection of the aluminum side rails above each of the orange Rapid Locks on Plaintiff's Ladder confirms that there is no orange rectangular "QC" sticker affixed to the Ladder, placing Plaintiff's unit squarely within the scope of CPSC Recall No. 27-067.

18. In purchasing his Ladder, Plaintiff Semenchuk reviewed and reasonably relied upon Defendant's uniform point-of-sale packaging and permanently affixed on-product labels representing that the Leveler 22 Ladder carried an "EXTRA HEAVY DUTY RATING" of "TYPE IA 300 LBS," "COMPLIE[D] WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," provided safe multi-position height adjustment up to an extension working length

of 18 feet 11 inches and a highest standing level of 15 feet 6 inches, and was backed by Defendant's "LIMITED LIFETIME WARRANTY." Plaintiff likewise relied on the absence of any warning or disclosure on the Ladder or its retail packaging that the Rapid Locks suffered from the Defect and could allow the Ladder to suddenly retract under load.

19. Following his purchase, Plaintiff Semenchuk used the Ladder regularly around his home for ordinary household tasks without observing a noticeable mechanical failure, reasonably believing the Ladder was structurally safe and locked securely as Defendant represented and warranted.

20. Defendant never sent Plaintiff Semenchuk any direct notice warning him of the Defect or the Recall. Instead, in November 2026, Plaintiff Semenchuk learned through social media reports on YouTube and Facebook that Defendant and the CPSC had recalled approximately 3.66 million Little Giant Ladders with Rapid Locks—including Part No. 16522-803—under Recall No. 27-067 due to the risk of sudden ladder retraction and severe fall injuries, and had instructed consumers to immediately stop using the recalled Ladders.

21. Promptly upon learning of the Recall warning, Plaintiff Semenchuk ceased using his Ladder out of concern for his physical safety and continues to possess his recalled Ladder in an unusable condition.

22. Defendant's Recall fails to remedy Plaintiff Semenchuk's injury. Under the express terms of Recall No. 27-067, Plaintiff cannot receive an unconditional replacement or refund; instead, he is expected to request and apply warning stickers to his own ladder, assume an ongoing maintenance obligation to lubricate the Rapid Locks before climbing at elevation, and undergo a manufacturer "evaluation" hurdle if a lock continues to malfunction—and because Plaintiff purchased his Ladder in November 2019 (more than twelve months prior to the November 5, 2026

Recall), Defendant's Recall categorically bars him from ever receiving a full refund of his $163.51 purchase price, offering at most an unspecified depreciated fraction of what he paid.

23. Had Defendant disclosed at the time of sale that the Rapid Locks suffered from the uniform Defect and posed a sudden-retraction fall hazard, Plaintiff Semenchuk would not have purchased the Ladder, or would have paid substantially less for it. Plaintiff suffered concrete economic injury at the moment of purchase by paying a price premium for—and purchasing altogether—a uniformly defective, unsafe ladder worth materially less than warranted and represented, and by losing the safe use of his Product.

Defendant

24. Defendant Little Giant Ladder Systems, LLC is a limited liability company organized and existing under the laws of the State of Utah, with its corporate headquarters and principal place of business located at 1198 North Spring Creek Place, Springville, Utah 84663. Pursuant to 28 U.S.C. § 1332(d)(10), Defendant is a citizen of the State of Utah.

25. At all relevant times, Defendant designed, engineered, manufactured (or caused to be manufactured in the United States, China, Mexico, and Malaysia), imported, warranted, labeled, marketed, distributed, and sold the recalled Products throughout Illinois and the United States, and serves as the recalling firm for CPSC Recall No. 27-067. From its headquarters in Springville, Utah, Defendant authored, approved, and controlled the uniform on-product specification decals, retail packaging, ANSI/OSHA compliance representations, Limited Lifetime Warranty terms, quality-control protocols, and November 5, 2026 Recall procedures at issue in this action.

FACTUAL ALLEGATIONS

A. Defendant's Multi-Position Ladders and Uniform Safety, Duty-Rating, and Lifetime Warranty Representations

26. Defendant holds itself out as one of the nation's premier manufacturers of heavy-duty articulating and telescoping multi-position ladders, commanding premium retail prices—ranging from approximately $100 to $1,000 per ladder—precisely because consumers entrust their physical safety and lives to the structural integrity of a ladder's rails, hinges, and rung-locking mechanisms.

27. Unlike single-length stepladders, Defendant's multi-position ladders consist of inner and outer telescoping rail assemblies designed to convert into dozens of elevated configurations, including A-frame stepladders, extended straight ladders reaching nineteen feet or higher, uneven staircase setups, 90-degree wall configurations, and trestle-and-plank scaffolding.

28. To lock the inner and outer ladder sections at the climber's chosen height, Defendant equipped eleven of its flagship ladder lines—*Adjustable Fortress 2.0, Conquest 2.0, Dark Horse 2.0, Epic, King Kombo XT/XL, Leveler, MegaLite, MegaLite+, Multi, Quantum, and Vector* (comprising the 130 part numbers detailed in Appendix A)—with black or orange polymer-housed rail locks known as "Rapid Locks" mounted on the ladder legs. When adjusted, internal locking pins within each Rapid Lock are intended to insert fully through aligned apertures in the ladder rungs so the telescoping upper section cannot slide or collapse downward when a person climbs onto the rungs.

29. Every recalled Ladder left Defendant's custody bearing uniform, prominent safety, load-capacity, standards-compliance, and warranty affirmations printed on its retail packaging and permanently affixed directly to the ladder's side rail. Specifically, as exemplified by the factory

decal permanently affixed to Plaintiff's Leveler 22 Ladder (Part No. 16522-803), Defendant uniformly represented to every retail purchaser at the point of sale:

a. **Duty & Load Rating:** "EXTRA HEAVY DUTY RATING" and "TYPE IA 300 LBS" (or "TYPE IAA 375 LBS" on select models), signifying under American National Standards Institute ("ANSI") ladder standards that the ladder is engineered to safely support an extra-heavy-duty working load of 300 pounds (or 375 pounds) in all intended climbing configurations;

b. **Federal & National Safety Standards Compliance:** "COMPLIES WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," assuring purchasers that the ladder—including its rung-engagement locks—satisfies rigorous federal Occupational Safety and Health Administration and ANSI A14 structural safety requirements;

c. **Express Lifetime Warranty:** "LIMITED LIFETIME WARRANTY," expressly warranting the ladder's materials, workmanship, and mechanical integrity over the lifetime of the Product; and

d. **Patented Rapid Lock Reliability:** Uniform retail packaging and product-specification statements touting Defendant's "PATENTED RAPID LOCKS" as enabling "quick and easy height and position adjustment" so users can "[c]omplete [their] tasks with total confidence."

30. In Defendant's own brand messaging, Defendant further emphasized to the consuming public that its mission "isn't about selling ladders. It's about preventing injuries, saving lives, and empowering pros to work better, faster, and safer."

31. Reasonable consumers shopping for a ladder necessarily treat ANSI/OSHA safety certifications, Type IA heavy-duty load ratings, reliable rung-lock engagement, and a manufacturer's Limited Lifetime Warranty as core, non-negotiable attributes of the bargain. Nowhere on the Products' retail packaging or permanently affixed side-rail labels did Defendant warn consumers that the Rapid Locks required periodic user lubrication to function safely, or that the Rapid Locks were prone to incomplete engagement and sudden downward retraction under load.

B. The Uniform Rapid Lock Retraction Defect and Catastrophic Fall Hazard

32. Contrary to Defendant's uniform on-product representations and warranties, all approximately 3,662,000 recalled Ladders sold between December 2015 and October 2026 without an orange rectangular "QC" inspection sticker suffer from the uniform Rapid Lock Defect: during ordinary, foreseeable height adjustment and use, the Rapid Locks can fail to fully seat or engage into the ladder rungs—due to deficient lock geometry, spring/pin tolerances, internal friction, or lack of positive lock verification—causing the telescoping ladder assembly to suddenly retract downward while a user is climbing or standing at height.

33. The mechanics of a sudden ladder retraction are uniquely perilous. Because a user's full body weight is concentrated atop elevated aluminum or fiberglass rungs, an unexpected drop of even a single rung—let alone multiple rungs—instantly throws the climber off balance or collapses the ladder altogether, hurling the user onto concrete, asphalt, stairs, or flooring below before the user has any opportunity to brace or recover.

34. Ordinary retail consumers inspecting a folded ladder in a hardware store aisle have no ability prior to purchase to evaluate internal Rapid Lock pin tolerances, spring-return force, friction degradation, or partial-seat failure modes. Consumers reasonably and foreseeably rely on Defendant's affirmative ANSI A14, OSHA, Type IA, and Limited Lifetime Warranty representations—and on Defendant's silence regarding any retraction hazard.

35. Significantly, CPSC Recall No. 27-067 excludes from the recall "[o]nly ladders with[] an orange rectangular 'QC' sticker on the rail above one of the Rapid Locks" (stating that "[o]nly ladders without an orange rectangular 'QC' sticker on the rail above one of the Rapid Locks are included in this recall"). That factory-sticker demarcation confirms that prior to implementing supplemental factory quality-control screening, Defendant placed approximately

3.662 million unscreened, uniformly vulnerable Ladders into the stream of commerce over nearly eleven years.

C. Defendant's Actual Pre-Sale and Post-Sale Knowledge of the Defect

36. At all relevant times—including prior to Plaintiff's purchase and throughout the nearly eleven-year sales period ending in October 2026—Defendant possessed actual, exclusive, and superior knowledge of the Rapid Lock Defect through multiple independent sources unavailable to consumers.

37. First, as confirmed in the CPSC Recall Notice for Recall No. 27-067, prior to announcing the Recall on November 5, 2026, Defendant had directly received at least thirty-nine (39) reports of Rapid Locks not working properly and at least twenty-five (25) reports of the Ladders suddenly retracting.

38. Second, those twenty-five reported retraction incidents were not benign near-misses: Defendant knew that at least nineteen (19) incidents resulted in documented physical injuries to consumers—including three (3) severe head-injury incidents involving traumatic brain injury, skull fracture, concussion, vision loss, hearing loss, and cognitive impairment, and sixteen (16) additional injury incidents involving joint or bone fractures, lacerations, and bruising.

39. Each of these sixty-four combined malfunction and sudden-retraction reports pointed to the same core component—the Rapid Lock rail-locking assembly—putting Defendant on unmistakable actual notice of a systemic, fleet-wide safety Defect across its Rapid Lock ladder lines rather than isolated consumer misuse.

40. Third, as an experienced ladder engineer, patentee, and ANSI A14 self-certifying manufacturer, Defendant conducted (or was required to conduct) pre-production engineering analysis, lifecycle actuation testing, dynamic drop/load testing, and factory quality-control audits

across its manufacturing facilities in the United States, China, Mexico, and Malaysia. Competent pre-production and post-production testing under foreseeable household and jobsite conditions—where ladders are routinely used without consumer lubrication in dusty garages and outdoor environments—revealed, or inevitably would have revealed, that the Rapid Locks could hang up, fail to fully seat, and retract under load.

41. Fourth, because Defendant directly administered its "LIMITED LIFETIME WARRANTY" and customer-care operations from its Springville, Utah headquarters and tracked product returns and incident escalations from major national retail partners such as Lowe's and Costco since December 2015, Defendant monitored field failures of the Rapid Locks in real time over more than a decade.

42. Under Section 15(b) of the federal Consumer Product Safety Act, 15 U.S.C. § 2064(b), and its implementing regulation, 16 C.F.R. § 1115.14(e), manufacturers and importers are legally obligated to report to the CPSC within twenty-four (24) hours upon obtaining information that reasonably supports the conclusion that a product contains a defect which could create a substantial product hazard or creates an unreasonable risk of serious injury or death. Despite accumulating dozens of lock-failure and catastrophic injury reports, Defendant continued distributing and selling unscreened Ladders without "QC" stickers right up through October 2026 without warning consumers.

D. Defendant's November 5, 2026 Recall Is Structurally Inadequate and Leaves Consumers Uncompensated

43. On November 5, 2026, the CPSC and Defendant published CPSC Recall No. 27-067 recalling approximately 3,662,000 Little Giant Ladders with Rapid Locks sold nationwide from December 2015 through October 2026. Although the Recall publicly confirms that "[t]he ladders can suddenly retract if the Rapid Locks are not fully engaged, posing a fall hazard to

consumers," the multi-step "remedy" structured by Defendant falls far short of making Plaintiff and Class Members whole.

44. First, the Recall immediately strips purchasers of the use of their ladders, instructing all owners to "stop using the recalled ladders immediately" until they register with Defendant, wait for a mailed kit, and complete Defendant's self-help protocol—without providing loaner equipment or compensation for loss of use.

45. Second, Defendant offers **zero upfront refund or replacement**. Instead, Defendant's baseline recall response consists solely of mailing a "repair kit containing warning labels and instructions" that directs consumers to affix supplemental warning stickers to their own ladders, manually verify Rapid Lock engagement before every climb, and "maintain their locks with lubrication." Affixing a warning decal and spraying lubricant onto a recalled locking mechanism does not re-engineer defective lock geometry; instead, it offloads Defendant's manufacturing responsibility onto consumers, converts a low-maintenance ladder into an ongoing DIY maintenance chore at consumers' own time and expense, and attempts to shift legal blame onto consumers if a lubricated lock still retracts.

46. Third, Defendant erects onerous procedural hurdles before a consumer can even be considered for a replacement or refund: a consumer must first obtain and apply the kit, purchase or apply lubricant, experience continued Rapid Lock malfunction after lubrication, contact Defendant (whose telephone recall line, 866-201-9069, operates only Monday through Friday from 6:00 a.m. to 3:00 p.m. Mountain Time), and submit the ladder to an undefined manufacturer "evaluation."

47. Fourth, and most inequitably, even for consumers whose Rapid Locks fail Defendant's post-lubrication "evaluation," Defendant restricts a full purchase-price refund

exclusively to "ladders purchased within the past 12 months." Because Recall No. 27-067 spans nearly eleven years of retail sales (December 2015 through October 2026), Defendant's twelve-month cutoff arbitrarily strips full-refund eligibility from virtually an entire decade of purchasers—including Plaintiff Semenchuk (who purchased in November 2019)—relegating them at best to a "depreciated value determined by date of purchase." Defendant thus exploits its own decade-long delay in recalling the Products to slash the restitution owed to consumers who bought ladders expressly backed by a "LIMITED LIFETIME WARRANTY."

48. Fifth, Defendant's Recall fails to reach millions of affected owners. Because ladders are durable household goods kept in garages and basements for decades without registration, most purchasers—like Plaintiff Semenchuk, who received zero direct outreach from Defendant and discovered the Recall solely by chance on social media—receive no individualized recall notice, leaving millions of dangerous ladders in active household circulation.

49. Sixth, even if affixed with aftermarket warning stickers and lubricated, a recalled ladder tarnished by CPSC Recall No. 27-067 and associated with traumatic brain injuries and skull fractures cannot safely be climbed "with total confidence" and suffers permanent diminution in market and functional value compared to the defect-free, ANSI-compliant ladder consumers paid for. Accordingly, Defendant's Recall neither moots this action nor redresses the economic injuries suffered by Plaintiff and the Classes.

E. Tolling of Statutes of Limitations and Equitable Estoppel

50. Discovery Rule Tolling: Plaintiff and Class Members had no reasonable means of discovering the latent Rapid Lock Defect or the factual basis for their claims prior to the November 5, 2026 publication of CPSC Recall No. 27-067. Because a Rapid Lock can appear externally intact and function intermittently during household use while still harboring the latent incomplete-

engagement hazard, ordinary consumers exercising reasonable diligence could not have uncovered Defendant's internal engineering defects or accumulated injury reports prior to November 5, 2026.

51. Fraudulent Concealment Tolling: Throughout the relevant period, Defendant possessed actual knowledge of the Defect through engineering tests and dozens of malfunction and injury reports, yet affirmatively concealed and suppressed the Defect by continuing to sell unscreened Ladders through October 2026 bearing "TYPE IA 300 LBS," "COMPLIES WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," and "LIMITED LIFETIME WARRANTY" decals without warning consumers. Pursuant to 735 ILCS 5/13-215 and applicable equitable-tolling principles nationwide, all applicable statutes of limitations were tolled until at least November 5, 2026.

52. Future-Performance Warranty Accrual: In addition, Defendant expressly warranted on the side rail of every Ladder a "LIMITED LIFETIME WARRANTY," which explicitly extends to the future performance of the Ladders over their useful lifetime within the meaning of U.C.C. § 2-725(2) (including 810 ILCS 5/2-725(2)), such that Plaintiff's and Class Members' warranty claims did not accrue until discovery of the Defect and Defendant's refusal to make purchasers whole in November 2026.

53. Equitable Estoppel: Defendant was under a continuous legal and equitable duty to disclose the true hazardous nature of the Rapid Locks to Plaintiff and Class Members. Having knowingly profited for nearly eleven years while concealing a life-threatening fall hazard behind affirmative safety certifications, Defendant is equitably estopped from asserting any statute-of-limitations defense.

CLASS ACTION ALLEGATIONS

54. Pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action individually and on behalf of the following proposed Classes (collectively, the "Classes"):

55. **Nationwide Class**: All persons within the United States who purchased, for personal or household use and not for resale, one or more Little Giant Ladders with Rapid Locks recalled in CPSC Recall No. 27-067 (encompassing the models and part numbers listed in Appendix A without an orange rectangular "QC" sticker on the rail above a Rapid Lock).

56. **Illinois Subclass**: All persons who purchased in the State of Illinois—or while residing in the State of Illinois—for personal or household use and not for resale, one or more Little Giant Ladders with Rapid Locks recalled in CPSC Recall No. 27-067 (encompassing the models and part numbers listed in Appendix A without an orange rectangular "QC" sticker on the rail above a Rapid Lock).

57. Excluded from the Classes are: (a) Defendant and its parents, subsidiaries, affiliates, members, officers, directors, employees, legal representatives, successors, and assigns; (b) the judicial officers to whom this case is assigned and members of their immediate families and judicial staff; (c) all commercial resellers and governmental entities; and (d) any person asserting claims for personal physical injury or wrongful death resulting from a ladder retraction or fall (whose personal-injury claims are expressly preserved and excluded from this economic-loss action).

58. Plaintiff reserves the right to amend, narrow, or modify these Class definitions based upon discovery and further investigation prior to class certification.

59. **Numerosity (Fed. R. Civ. P. 23(a)(1)):** Each of the proposed Classes is so numerous and geographically dispersed that individual joinder of all Class Members is

impracticable. According to CPSC Recall No. 27-067, approximately 3,662,000 recalled Ladders were sold nationwide, including tens or hundreds of thousands of units sold throughout the State of Illinois. Class Members can be identified and notified through retailer purchase and loyalty records, Defendant's warranty and recall-registration databases, and targeted digital notice.

60. **Commonality and Predominance (Fed. R. Civ. P. 23(a)(2) & 23(b)(3)):** Common questions of law and fact exist as to all Class Members and predominate over any questions affecting only individual Class Members. These common legal and factual questions include, without limitation:

a. Whether the recalled Ladders contain the uniform Rapid Lock Defect posing an unreasonable risk of sudden retraction and fall injury;

b. Whether, and when, Defendant knew or should have known of the Defect;

c. Whether Defendant had a duty to disclose the Defect to consumers prior to sale;

d. Whether Defendant's uniform on-product and packaging representations—including "EXTRA HEAVY DUTY RATING," "TYPE IA 300 LBS," "COMPLIES WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," and "LIMITED LIFETIME WARRANTY"—and material safety omissions were deceptive, misleading, or unfair under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*;

e. Whether Defendant breached its express warranties under U.C.C. § 2-313 (810 ILCS 5/2-313), including its written Limited Lifetime Warranty and ANSI/OSHA compliance affirmations;

f. Whether the recalled Ladders were unmerchantable at the point of sale in breach of the implied warranty of merchantability under 810 ILCS 5/2-314;

g. Whether Defendant fraudulently concealed and omitted material safety facts concerning the Rapid Locks;

h. Whether Defendant's multi-hurdle Recall remedy—which defaults owners to DIY stickers and lubrication and denies full purchase-price refunds to anyone who bought more than twelve months before the Recall—is inadequate to cure Defendant's breaches or make Class Members whole;

i. Whether Defendant has been unjustly enriched at the expense of Plaintiff and Class Members; and

j. Whether Plaintiff and Class Members are entitled to actual, benefit-of-the-bargain, price-premium, and punitive damages, restitution, disgorgement, and declaratory or injunctive relief.

61. **Typicality (Fed. R. Civ. P. 23(a)(3)):** Plaintiff's claims are typical of the claims of the Nationwide Class and the Illinois Subclass. Plaintiff and all Class Members purchased recalled Little Giant Ladders equipped with the same Rapid Lock rail-locking system lacking an orange "QC" sticker, were exposed to Defendant's uniform on-product and packaging safety and warranty representations and material omissions, suffered point-of-sale overpayment injury from the same uniform Defect, and are subject to the same inadequate Recall policy.

62. **Adequacy of Representation (Fed. R. Civ. P. 23(a)(4)):** Plaintiff will fairly and adequately protect the interests of the Classes and holds no interests antagonistic to or in conflict with other Class Members. Plaintiff has retained counsel with extensive experience prosecuting consumer-protection, product-recall, and warranty class actions in federal courts across the country, including within the Seventh Circuit.

63. **Declaratory and Injunctive Relief (Fed. R. Civ. P. 23(b)(2)):** Defendant has acted and refused to act on grounds generally applicable to the Classes as a whole—specifically, by restricting Recall No. 27-067 to a consumer-applied warning sticker and lubrication directive while barring full purchase-price refunds for ten years of purchasers—thereby making final declaratory and injunctive relief requiring an effective, court-supervised full-refund option appropriate with respect to the Classes as a whole.

64. **Superiority (Fed. R. Civ. P. 23(b)(3)):** A class action is superior to any other available method for the fair and efficient adjudication of this controversy. Because individual retail prices for the recalled Ladders ranged between roughly $100 and $1,000 (with Plaintiff paying $163.51), the expense and burden of prosecuting individual complex product-defect

litigation against a national manufacturer would vastly exceed any individual Class Member's potential recovery. Absent class treatment, millions of injured consumers would be left with an unsafe ladder or a depreciated fraction of their purchase price while Defendant retains hundreds of millions of dollars in ill-gotten revenues. This action presents no unusual manageability difficulties.

CAUSES OF ACTION

COUNT I
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, et seq.
(On Behalf of Plaintiff and the Illinois Subclass)

65. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

66. Plaintiff brings this Count individually and on behalf of the Illinois Subclass pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1, *et seq.*

67. At all relevant times, Defendant was a "person" within the meaning of 815 ILCS 505/1(c); Plaintiff and Illinois Subclass Members were "consumers" within the meaning of 815 ILCS 505/1(e); and Defendant's design, labeling, marketing, distribution, and sale of the recalled Ladders across Illinois constituted the conduct of "trade" and "commerce" within the meaning of 815 ILCS 505/1(f).

68. Section 2 of the ICFA, 815 ILCS 505/2, prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce."

69. Defendant violated 815 ILCS 505/2 by engaging in deceptive acts, misrepresentations, and material omissions in Illinois commerce. Specifically, on the retail packaging and factory specification decals permanently affixed to every recalled Ladder—including Plaintiff's Leveler 22 Ladder (Part No. 16522-803) purchased at Lowe's in Machesney Park, Illinois on November 12, 2019—Defendant affirmatively represented that the Products possessed an "EXTRA HEAVY DUTY RATING" of "TYPE IA 300 LBS" (or higher), "COMPLIE[D] WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," and carried a "LIMITED LIFETIME WARRANTY," while concealing, suppressing, and omitting the material fact that the Rapid Locks suffered from the Defect and could fail to fully engage and suddenly retract under load.

70. Defendant's representations and omissions were material because safety, reliable lock engagement at height, and true compliance with ANSI/OSHA load standards are essential factors to any reasonable consumer purchasing a ladder, as confirmed by CPSC Recall No. 27-067's directive to stop using the Ladders immediately.

71. Defendant knew of the Defect through pre-sale testing and dozens of field reports of malfunctioning Rapid Locks, sudden retractions, and severe consumer injuries, and intended that Plaintiff and Illinois Subclass Members rely upon its affirmative safety representations and omissions of the Defect when purchasing the Ladders in Illinois.

72. Defendant's conduct also constituted an unlawful and *unfair* business practice under 815 ILCS 505/2 because: (a) selling 3.662 million elevated climbing ladders with a concealed retraction hazard for nearly eleven years despite nineteen reported injuries offends established public policy embodied in federal product-safety law (15 U.S.C. § 2064) and ANSI A14 safety standards; (b) continuing to profit from unscreened ladders and then imposing a twelve-

month cutoff that denies full purchase-price refunds to ten years of purchasers is immoral, unethical, oppressive, and unscrupulous; and (c) Defendant's conduct inflicted substantial economic injury on Illinois consumers that they could not reasonably have avoided prior to purchase.

73. Plaintiff Semenchuk was actually deceived by Defendant's point-of-sale packaging and side-rail decal representations and safety omissions when he purchased his Ladder in Machesney Park, Illinois on November 12, 2019 for $163.51. Had Defendant disclosed the Rapid Lock Defect, Plaintiff and Illinois Subclass Members would not have purchased the Ladders, or would have paid substantially less for them.

74. As a direct and proximate result of Defendant's deceptive and unfair practices in Illinois, Plaintiff and Illinois Subclass Members suffered actual pecuniary damages at the point of sale, including the purchase price or price premium paid and the diminished value and lost use of their recalled Ladders. Pursuant to 815 ILCS 505/10a, Plaintiff and the Illinois Subclass seek actual damages, punitive damages based on Defendant's willful and conscious disregard for consumer safety, injunctive relief requiring an unconditional full-refund option, and reasonable attorneys' fees and costs under 815 ILCS 505/10a(c).

COUNT II
BREACH OF EXPRESS WARRANTY, 810 ILCS 5/2-313 (U.C.C. § 2-313)
(On Behalf of Plaintiff and the Nationwide Class, or, in the Alternative, the Illinois Subclass)

75. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

76. Defendant is a "merchant" and "seller"/warrantor with respect to the recalled Ladders within the meaning of Uniform Commercial Code ("U.C.C.") §§ 2-104 and 2-313, including 810 ILCS 5/2-104 and 5/2-313.

77. In connection with the sale of every recalled Product, Defendant issued uniform written affirmations of fact, promises, descriptions, and an express lifetime warranty directly to ultimate retail purchasers on the Products' packaging and permanently affixed side-rail specification labels—specifically warranting that the Ladders carried an "EXTRA HEAVY DUTY RATING" of "TYPE IA 300 LBS" (or higher), "COMPLIE[D] WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," featured reliable Rapid Lock height-adjustment locks, and were covered by Defendant's written "LIMITED LIFETIME WARRANTY" against defects in materials and workmanship.

78. These uniform written affirmations and lifetime warranty promises formed part of the basis of the bargain for Plaintiff and every Class Member, including when Plaintiff reviewed and relied upon the packaging and permanently affixed side-rail decal on his Part No. 16522-803 Leveler 22 Ladder on November 12, 2019.

79. Direct vertical privity is satisfied or not required under Illinois and prevailing law because Defendant communicated its written affirmations and "LIMITED LIFETIME WARRANTY" directly to end-user consumers via factory decals permanently riveted or adhered to the Ladders themselves, and because Plaintiff and Class Members were the sole intended end-user beneficiaries of Defendant's written warranty.

80. Defendant breached its express warranties at the time of tender and continuously thereafter because every recalled Ladder contained the uniform Rapid Lock Defect at the point of sale, rendering the Ladders susceptible to sudden downward retraction under load, unsafe for Type

IA extra-heavy-duty climbing, noncompliant with their warranted safety performance, and defective in design, materials, and/or workmanship.

81. Defendant has failed and refused to cure its breach of express warranty. Through Recall No. 27-067, Defendant restricts consumers in the first instance to consumer-applied warning decals and ongoing user lubrication, subjects dissatisfied owners to an additional "evaluation" gatekeeper, and flatly refuses full purchase-price refunds for any Ladder purchased more than twelve months prior to the Recall—causing any purported repair-only or depreciated-value remedy limitation in Defendant's Limited Lifetime Warranty to fail of its essential purpose under U.C.C. § 2-719(2) (810 ILCS 5/2-719(2)) and rendering any such limitation substantively and procedurally unconscionable under U.C.C. § 2-302 (810 ILCS 5/2-302) given Defendant's exclusive pre-sale knowledge of the latent hazard.

82. Pre-suit notice under U.C.C. § 2-607(3)(a) (810 ILCS 5/2-607(3)(a)) is satisfied and/or excused under settled Illinois law because Defendant possessed actual, direct knowledge of the exact Rapid Lock Defect across the recalled product lines—including Plaintiff's Part No. 16522-803 Leveler model—prior to the commencement of this lawsuit by virtue of at least thirty-nine Rapid Lock malfunction reports, twenty-five sudden-retraction reports, nineteen documented consumer injury reports, internal quality-control testing, and Defendant's joint recall investigation with the CPSC culminating in Recall No. 27-067. Moreover, serving an additional individualized pre-suit demand letter would have been wholly futile because Defendant has already adopted a uniform, nationwide Recall policy categorically refusing upfront refunds and capping pre-November 2025 purchasers like Plaintiff at a depreciated value.

83. As a direct and proximate result of Defendant's breach of express warranty, Plaintiff and Class Members have suffered actual economic damages in an amount to be

determined at trial, measured by the difference at the time and place of acceptance between the value of the Ladders as warranted and the diminished value of the defective Ladders actually delivered, together with incidental and consequential economic losses.

COUNT III
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY, 810 ILCS 5/2-314
(On Behalf of Plaintiff and the Illinois Subclass)

84. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

85. Plaintiff brings this Count individually and on behalf of the Illinois Subclass pursuant to 810 ILCS 5/2-314.

86. Defendant is and was at all relevant times a merchant with respect to multi-position ladders within the meaning of 810 ILCS 5/2-104(1) and 5/2-314.

87. By placing the recalled Ladders into the Illinois stream of commerce accompanied by a direct written "LIMITED LIFETIME WARRANTY," Defendant impliedly warranted to Plaintiff and Illinois Subclass Members that the Ladders were merchantable—namely, that they would pass without objection in the trade under the contract description, were fit for the ordinary purpose for which multi-position climbing ladders are used (safely supporting a climber at elevated heights without suddenly collapsing or retracting), and conformed to the promises and affirmations of fact on their factory labels.

88. Privity is satisfied or excused under Illinois law because: (a) Defendant extended a direct written "LIMITED LIFETIME WARRANTY" to ultimate retail consumers on the side rail of every Ladder; and (b) Plaintiff and Illinois Subclass Members were the known, intended third-party end-user beneficiaries of Defendant's distribution agreements with authorized brick-and-

mortar Illinois retailers such as Lowe's, which purchased the Ladders solely for resale to consumers and held no end-user rights under Defendant's lifetime warranty.

89. Defendant breached the implied warranty of merchantability at the time of sale because every recalled Ladder contained the latent Rapid Lock Defect, rendering the Ladders unsafe to climb, prone to sudden retraction and severe fall injuries, unfit for their ordinary purpose, and incapable of passing without objection in the trade—as confirmed by CPSC Recall No. 27-067's instruction to stop using all 3,662,000 recalled Ladders immediately.

90. Any purported disclaimer or durational limitation of implied warranties by Defendant is unconscionable and unenforceable under 810 ILCS 5/2-302 and federal law because a gross disparity in bargaining power and technical knowledge existed between Defendant and retail shoppers, and Defendant knew or should have known of the latent Rapid Lock safety Defect while concealing it from purchasers.

91. As detailed above, Defendant had actual pre-suit notice of the uniform Rapid Lock Defect in the recalled product lines through sixty-four malfunction and retraction reports (including nineteen injury incidents) and its CPSC recall investigation, and any further individualized opportunity to cure was unnecessary and futile in light of Defendant's inadequate Recall remedy.

92. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff and Illinois Subclass Members suffered actual economic damages at the point of sale in an amount to be proven at trial.

COUNT IV
FRAUDULENT CONCEALMENT / FRAUD BY OMISSION
(On Behalf of Plaintiff and the Nationwide Class, or, in the Alternative, the Illinois Subclass)

93. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

94. Prior to and at the time Plaintiff and Class Members purchased the recalled Products, Defendant knowingly and intentionally concealed, suppressed, and omitted from the Products' retail packaging and permanently affixed side-rail specification decals the material fact that the Ladders' Rapid Locks suffered from the uniform Defect and could suddenly retract under load during ordinary use.

95. Defendant stood under an independent legal duty to disclose the Rapid Lock Defect to Plaintiff and Class Members prior to sale because:

a. **Affirmative Half-Truths Requiring Full Disclosure:** Defendant chose to speak directly to purchasers regarding ladder safety and structural reliability on every unit's side-rail decal—touting an "EXTRA HEAVY DUTY RATING," "TYPE IA 300 LBS," "COMPLIES WITH ALL APPLICABLE OSHA AND ANSI A14 STANDARDS," and "LIMITED LIFETIME WARRANTY"—which constituted misleading partial disclosures and half-truths absent simultaneous disclosure that the Rapid Locks could fail to fully engage and suddenly retract;

b. **Exclusive and Superior Knowledge:** Defendant possessed exclusive, superior access to internal engineering specifications, cycle-test results, retailer return logs, thirty-nine Rapid Lock malfunction reports, and twenty-five sudden-retraction reports (including nineteen injury incidents) that could not be discovered by retail shoppers through reasonable inspection; and

c. **Concealment of a Latent Life-Safety Hazard:** The concealed Defect posed a severe, unreasonable risk of traumatic brain injury, skull fracture, and orthopedic injury during ordinary elevated climbing.

96. Defendant knew that its omissions and half-truths were false and materially misleading, and intentionally withheld disclosure of the Defect for years so it could continue

selling millions of unscreened Ladders at full retail prices through October 2026 without incurring the cost of halting production or refunding purchasers.

97. Plaintiff and Class Members did not know of—and could not reasonably have discovered—the concealed Defect at the point of sale, and reasonably and justifiably relied to their detriment upon Defendant's uniform on-product safety certifications and material omissions, including when Plaintiff examined and relied upon the packaging and side-rail labels of his Part No. 16522-803 Leveler 22 Ladder at Lowe's in Machesney Park, Illinois on November 12, 2019.

98. Had Defendant disclosed the truth concerning the Rapid Lock Defect on the Products' packaging and side-rail labels, Plaintiff and Class Members would not have purchased the Ladders, or would have paid substantially less for them.

99. As a direct and proximate result of Defendant's intentional fraudulent concealment, Plaintiff and Class Members sustained concrete economic injury at the point of sale. Because Defendant's prolonged concealment of a known fall hazard in the face of nineteen reported injuries—including traumatic brain injuries and skull fractures—demonstrates willful, wanton, and malicious disregard for the rights and safety of consumers, Plaintiff and Class Members are also entitled to punitive damages.

COUNT V
UNJUST ENRICHMENT
(In the Alternative, On Behalf of Plaintiff and the Nationwide Class, or, in the Alternative, the Illinois Subclass)

100. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

101. This Count is pleaded in the alternative to Plaintiff's warranty and contract-based claims pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure.

102. Plaintiff and Class Members conferred substantial, measurable monetary benefits upon Defendant by purchasing approximately 3,662,000 recalled Ladders at prices between $100 and $1,000 per unit, generating hundreds of millions of dollars in revenues and profits that flowed directly to Defendant.

103. Defendant knowingly appreciated, accepted, and retained those monetary benefits while concealing the material fact that the Ladders suffered from the uniform Rapid Lock Defect and were unsafe for their intended climbing purpose.

104. Defendant's Recall leaves that unjust enrichment intact: having collected full retail value for nearly eleven years of defective Ladder sales, Defendant refuses upfront refunds and categorically bars ten years of purchasers—including Plaintiff—from recovering their full purchase price even if their Rapid Locks fail post-lubrication evaluation.

105. Under uniform principles of equity, justice, and good conscience—and as a direct result of Defendant's deceptive conduct and fraudulent concealment under Illinois law—it is unjust and inequitable for Defendant to retain the revenues and profits derived from selling uniformly defective, hazardous Ladders to Plaintiff and Class Members. Plaintiff and Class Members are therefore entitled to restitution and disgorgement of Defendant's ill-gotten revenues and profits.

JURY TRIAL DEMAND

106. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all claims and issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Alexander Semenchuk, individually and on behalf of the proposed Nationwide Class and Illinois Subclass, respectfully requests that this Court enter judgment against Defendant Little Giant Ladder Systems, LLC and grant the following relief:

a. An Order certifying the proposed Nationwide Class and Illinois Subclass pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, appointing Plaintiff Alexander Semenchuk as Class Representative, and appointing Leeds Brown Law, P.C. as Class Counsel;

b. An award of actual, compensatory, benefit-of-the-bargain, and overpayment/price-premium damages to Plaintiff and Class Members in an aggregate amount to be determined at trial;

c. Equitable restitution and disgorgement of all revenues, monies, and ill-gotten profits unjustly obtained and retained by Defendant from the sale of the recalled Products;

d. Declaratory and injunctive relief declaring Defendant's practices unlawful and ordering Defendant to establish an effective, court-supervised corrective notice and recall program offering all Class Members—regardless of purchase date—an unconditional option for a full purchase-price refund without depreciation deductions or DIY lubrication preconditions;

e. An award of punitive damages, to the fullest extent permitted under 815 ILCS 505/10a and applicable common law, on account of Defendant's willful, knowing, and reckless concealment of a life-threatening fall hazard;

f. An award of reasonable attorneys' fees, litigation expenses, and costs of suit, including pursuant to 815 ILCS 505/10a(c); and

g. Pre-judgment and post-judgment interest at the maximum rates permitted by law, together with such other and further relief as this Court deems just, equitable, and proper.

Dated: November 24, 2026
Mineola, New York

Respectfully submitted,

LEEDS BROWN LAW, P.C.

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APPENDIX A

Recalled Little Giant Ladders with Rapid Locks (CPSC Recall No. 27-067)

Note: Pursuant to CPSC Recall No. 27-067 (announced November 5, 2026) and Defendant's official recall schedule, all Little Giant multi-position ladders with black or orange Rapid Locks in the eleven (11) model lines and one hundred thirty (130) part numbers listed below—without an orange rectangular "QC" sticker affixed on the side rail above one of the Rapid Locks—are included in the Recall. Plaintiff reserves the right to supplement or amend this schedule based on discovery.

Model Line	Recalled Part Numbers
Adjustable Fortress 2.0	19313, 19314, 19324
Conquest 2.0	17102-001, 17102-001D, 17107-001, 17107-001D, 17113-001, 17117-001, 17122-001, 17122-001D, 900-00069
Dark Horse 2.0	16113-001, 16113-001D, 16117-001, 16117-001D, 16117-002, 16117T-002, 16122-001, 16122-001D, 900-00071, 900-00072
Epic	16817-818, 16817-818D, 16817-818TH, 16817-875, 16822-818, 16822-818D, 16822-818TH, 16822-875, 16826-818, 16826-818D, 16826-818TH, 16826-875
King Kombo XT / XL	13936-071, 13936-071TH
Leveler	16002T-803, 16002T-803D, 16007T-803, 16007T-803D, 16317-803, 16317-803D, 16322-803, 16502T-803, 16506T-803, 16507T-803, 16507T-803D, 16517-801, 16517-801D, 16517-801TH, 16517-803, 16522-801, 16522-801D, 16522-801TH, 16522-803, 16522-803D, 16526-801, 16526-801D, 16526-801TH, 16607T-801, 16617-801, 16617-801D, 16622-801, 16622-801D, 16626-801, 16626-801D, 16926-803, 16926-803D, 16926-803TH, 900-00039, 900-00040, 900-00041
MegaLite	900-00067, 900-00068
MegaLite+	11537-801, 11537-801TH, 11537-803, 11537-803D, 11548-801, 11548-803, 11548-803D, 11548-803TH, 900-00066, 900-00070
Multi	16513-001, 16513-001D, 16513-001TH, 16513-002, 16517-001, 16517-001D, 16517-001TH, 16517-002, 16522-001, 16522-001D, 16522-001TH, 16522-002, 16613-001
Quantum	12717, 12717-097, 12717-098, 12717-801, 12717-801D, 12717-801TH, 12717-870, 12717-871, 12717D, 12717TH, 12722, 12722-097, 12722-098, 12722-801, 12722-801D, 12722-801TH, 12722-870, 12722-871, 12722D, 12722TH, 12726, 12726-097, 12726-098, 12726-801, 12726-801D, 12726-801TH, 12726-870, 12726-871, 12726D, 12726TH
Vector	16494-001, 16494-002, 900-00017