

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

MICHELLE KENDALL and
CHASE KENDALL,
Michigan residents,

Case No.: _____

Plaintiffs,

v.

Hon.: _____

MACY'S RETAIL HOLDINGS, LLC,
an Ohio limited liability company,

and

BKST BRAND HOLDINGS LLC dba BROOKSTONE,
a New York limited liability company,

and

SOUTHERN TELECOM, INC.,
a Delaware corporation,

Jointly and severally,

Defendants.

_____ /

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Attorneys for Plaintiffs

_____ /

COMPLAINT

Plaintiff MICHELLE KENDALL (“Plaintiffs” or “MICHELLE KENDALL”) and Plaintiff CHASE KENDALL (“Plaintiffs” or “CHASE KENDALL”) bring the following complaint against Defendants MACY’S RETAIL HOLDINGS, LLC (“Defendant” or “MACY’S”), BKST BRAND HOLDINGS LLC dba BROOKSTONE (“Defendant” or “BROOKSTONE”), and SOUTHERN TELECOM, INC. (“Defendant” or “STI”), collectively “Defendants”.

NATURE OF THE ACTION

1. Plaintiff MICHELLE KENDALL suffered severe second and third degree burns when a Brookstone-branded tabletop fire pit she purchased from Macy’s exploded after her husband attempted to refuel it, believing it was extinguished. The tabletop fire pit was distributed and branded by Brookstone, and manufactured by STI.
2. The product was defective and unreasonably dangerous due to inadequate design, manufacturing flaws, and a lack of proper warnings. The explosion, which occurred during normal and foreseeable use, caused MICHELLE KENDALL significant injuries, pain, and financial loss.
3. Upon information and belief, consumer product safety regulators issued a recall concerning the Brookstone-branded tabletop fire pit or substantially similar products due to explosion and burn hazards. Despite possessing purchase and customer records sufficient to identify and contact Plaintiffs, none of the Defendants notified Plaintiffs of the recall or warned them to discontinue use of the fire pit. Defendants’ failure to provide post-sale recall notice deprived Plaintiffs of the opportunity to remove the product from use and was a direct and proximate cause of the injuries sustained. The failure to notify consumers of the recall constitutes additional evidence of Defendants’ negligence, failure to warn, and willful and

wanton disregard for consumer safety.

4. Plaintiffs assert five legal claims: strict products liability, failure to warn, negligence, breach of warranty, and loss of consortium, and seek compensatory and punitive damages, attorney's fees, and other relief.

PARTIES

5. Plaintiff MICHELLE KENDALL is a Michigan resident, residing in Leelanau County, Empire, Michigan.
6. Plaintiff CHASE KENDALL is a Michigan resident, residing in Leelanau County, Empire, Michigan, and is the lawful spouse of MICHELLE KENDALL.
7. Defendant MACY'S RETAIL HOLDINGS, LLC is an Ohio limited liability company with its principal place of business located outside of Michigan.
8. Defendant BKST BRAND HOLDINGS LLC dba BROOKSTONE, is a New York limited liability company with its principal place of business located outside of Michigan.
9. Defendant SOUTHERN TELECOM, INC., is a Delaware corporation with its principal place of business located outside of Michigan.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different states.
11. Venue is proper in the Western District of Michigan pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

FACTS

12. On or about June 13, 2024, Plaintiffs purchased a Brookstone-branded tabletop fire pit from Macy's. See Plaintiffs' Exhibit 1, attached hereto.
13. The tabletop fire pit was distributed and branded by Brookstone, and manufactured by STI.
14. On June 21, 2025, Plaintiff CHASE KENDALL attempted to add fuel to the fire pit after it appeared to be extinguished.
15. Upon adding fuel, the fire pit suddenly exploded, causing Plaintiff MICHELLE KENDALL to suffer severe second- and third-degree burns. See Plaintiffs' Exhibit 2, attached hereto.
16. The explosion occurred during normal and foreseeable use of the product.
17. The product lacked adequate warnings regarding the risks of explosion or ignition from residual heat or vapor.

COUNT I – STRICT PRODUCTS LIABILITY

18. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.
19. Defendants designed, manufactured, marketed, distributed, and sold the fire pit in question.
20. The product was defective in design and/or manufacturing at the time it left the possession of Defendants.
21. The product was unreasonably dangerous and failed to perform as safely as an ordinary consumer would expect.
22. The defect was a direct and proximate cause of Plaintiffs' injuries.
23. Plaintiffs used the product in a reasonably foreseeable manner at the time of the explosion.

COUNT II – FAILURE TO WARN

24. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

25. Defendants failed to provide adequate warnings or instructions regarding the safe use of the fire pit.
26. The risk of explosion from residual vapors or heat was not obvious to a reasonable consumer.
27. Defendants knew or should have known of the risks and failed to provide adequate warning.
28. The failure to warn was a direct and proximate cause of Plaintiffs' injuries.

COUNT III – NEGLIGENCE

29. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.
30. Defendants owed a duty to design, manufacture, and sell products that were safe for consumer use.
31. Defendants breached this duty through defective design, inadequate testing, insufficient warnings, and improper distribution.
32. Defendants' negligence was the direct and proximate cause of Plaintiffs' injuries.

COUNT IV – BREACH OF WARRANTY

33. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.
34. Defendants impliedly warranted that the fire pit was merchantable and fit for ordinary use.
35. The fire pit was not fit for its ordinary purpose and was unreasonably dangerous.
36. Plaintiffs relied on Defendants' representations and suffered injury as a result of the breach of warranty.

COUNT V – LOSS OF CONSORTIUM (CHASE KENDALL)

37. Plaintiff CHASE KENDALL is the lawful spouse of Plaintiff MICHELLE KENDALL.
38. As a direct and proximate result of Defendants' wrongful conduct, CHASE KENDALL

has suffered loss of consortium, including loss of companionship, society, affection, and services of his wife.

39. CHASE KENDALL's damages are derivative of, but independent from, the injuries suffered by MICHELLE KENDALL.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants as follows:

- A. Awarding compensatory damages in an amount to be determined at trial;
- B. Award exemplary damages as permitted under Michigan law for Defendants' willful and wanton misconduct, including failure to notify Plaintiffs of a known recall.
- C. Awarding costs of litigation and reasonable attorneys' fees;
- D. Awarding pre- and post-judgment interest; and
- E. Granting such other and further relief as the Court deems just and proper.

Dated: January 15, 2026

Respectfully submitted,

/s/Lawrence R. LaSusa

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Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs respectfully requests a trial by jury on all issues set forth in its Complaint which are triable as of right by jury.

Respectfully submitted,

/s/Lawrence R. LaSusa

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Attorneys for Plaintiffs



Order Details



Michelle Kendall
3960 W Mackinaw Ridge
Empire, MI 49630
michellzeb1@me.com

Payment information

Michelle Kendall
3960 W Mackinaw Ridge
Empire, MI 49630



Macy's ****7265

\$166.36

Order summary

| | |
|--------------------|-----------------|
| Subtotal | \$157.89 |
| Standard Shipping | FREE |
| Tax | \$8.47 |
| Order Total | \$166.36 |

Present this barcode with the items being returned
to any Macy's store.



Home



Shop



For you



Bag



Michelle

11:45

85



Order Details




| | |
|--------------------|-----------------|
| Order Date | Jun. 7, 2024 |
| Order # | 2949852420 |
| Order Total | \$166.36 |

Shipment 1 of 2

Delivered [Tracking Details](#)

Delivered Tue. Jun. 11



Processing On the way Delivered



Frango Chocolates 1 LB Milk Sea Salt Caramel Box of Chocolates

Qty: 1
UPC: 720227465467

\$16.80

[Add To Bag](#) [Write A Review](#)

This item is final sale and cannot be returned

Shipment 2 of 2

Delivered [Tracking Details](#)

Delivered Thu. Jun. 13



Home



Shop



For you



Bag



Michelle



Order Details



Estée Lauder Bronze Goddess Powder Bronzer

Color: Medium
Qty: 2
UPC: 887167565692

\$45.05

[Add To Bag](#) [Write A Review](#)

Return window closed on Jul. 13, 2024



Brookstone Tabletop Fire Pit

Color: Gray
Qty: 1
UPC: 680079015947

\$31.99

[Add To Bag](#) [Write A Review](#)

Return window closed on Jun. 27, 2024



Nike Unisex Everyday Plus Cushioned Training No-Show Socks 6 Pairs

Size: L (W 10-13 / M 8-12)
Color: Multi
Qty: 1
UPC: 194955548523

\$19.99



Home



Shop



For you



Bag



Michelle



