

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

KATHY WESLEY, ALESIA
CHARLES, JOSEPH D’ANDREA,
DONALD DAVIS, STEPHANIE
FREEMAN-MUHAMMAD,
STEPHEN KALPIN, GARY
OWENS, JO PEACOCK, AND
MALEIA PORTER, individually, and
on behalf of all others similarly
situated,

Plaintiffs,

v.

SAMSUNG ELECTRONICS
AMERICA, INC.,

Defendant.

No. 2:20-cv-18629

JURY TRIAL DEMANDED

CLASS ACTION

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs Kathy Wesley, Alesia Charles, Joseph D’Andrea, Donald Davis, Stephanie Freeman-Muhammad, Stephen Kalpin, Gary Owens, Jo Peacock, and Maleia Porter, individually and on behalf of all others similarly situated (the “Class” as defined below), through their undersigned counsel, allege as follows against Defendant Samsung Electronics America, Inc. (“Samsung”).

NATURE OF THE ACTION

1. Plaintiffs are purchasers of Samsung gas and electric ranges that include an oven temperature sensor bearing the component model number DG32-00002B (the “Class Ranges”).

2. Few appliances are more important to households than a stove and an oven, but the Class Ranges contain a latent defect in the oven temperature sensor that causes the Class Ranges’ control boards to fail, which in turn causes the Class Ranges’ oven and burner temperatures to deviate from the user-selected temperature settings (the “Defect”). When the Defect manifests, the Class Ranges’ burners and ovens go to extremes in temperature—they become either far too hot, posing a safety risk, or barely warm at all—and the consumer cannot do anything about it.

3. The Defect renders the Class Ranges unable to function as consumers reasonably expect. Cooking times are greatly extended, or consumers are forced to constantly monitor food being cooked so that it does not unexpectedly burn or catch on fire. The Defect exists in and is substantially certain to manifest during the useful life of every Class Range.

4. Samsung has long been aware of the Defect. Samsung performs reliability testing on its appliances before releasing them to the public, and Samsung’s own website includes a page directed at consumers facing temperature

control problems with their ranges. Since at least as early as 2015, Samsung has directly received numerous reports of the Defect.

5. Due to the undisclosed Defect, Plaintiffs and the proposed Class of other Class Range purchasers were deprived of the benefit of their bargain, and Plaintiffs seek appropriate relief through this action.

JURISDICTION AND VENUE

6. This Court has original jurisdiction under 28 U.S.C. § 1331 based on Plaintiffs' claims under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 and the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members; (ii) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states.

8. This Court has personal jurisdiction as Samsung is headquartered in this District, has conducted substantial business in this District, and intentionally and purposefully placed Class Ranges into the stream of commerce within New Jersey and throughout the United States.

9. Venue properly lies in this District under 28 U.S.C. § 1391 because Samsung is headquartered and regularly transacts business in this District, is subject to personal jurisdiction in this District, and therefore is deemed to be a citizen of this District. Samsung also advertises in this District and has received substantial revenue and profits from its sales and leasing of Class Ranges in this District. Thus, a substantial portion of the events and omissions giving rise to the claims herein occurred in District.

10. The practices described herein were conceived, reviewed, approved, and otherwise controlled from Samsung's headquarters in Ridgefield Park, New Jersey. Promotional activities and literature were coordinated at, and emanated from, Samsung's New Jersey headquarters. Samsung set policies and made decisions about the national marketing and advertising of its Class Ranges in New Jersey. The misrepresentations and omissions alleged herein were made by Samsung employees based in New Jersey and were set forth, among other places, on Samsung's website, which is maintained by Samsung employees based in New Jersey. Samsung's warranty policies and procedures also were developed, supervised, and enforced by Samsung employees in New Jersey.

PARTIES

11. Plaintiff Kathy Wesley is a citizen and resident of Pompano Beach, Florida.

12. Plaintiff Alesia Charles is a citizen and resident of San Rafael, California.

13. Plaintiff Joseph D'Andrea is a citizen and resident of Franklinville, New Jersey.

14. Plaintiff Donald Davis is a citizen and resident of Corpus Christi, Texas.

15. Plaintiff Stephanie Freeman-Muhammad is a citizen and resident Willowbrook, Illinois.

16. Plaintiff Stephen Kalpin is a citizen and resident of Winsted, Connecticut.

17. Plaintiff Gary Owens is a citizen and resident of DuPont, Georgia.

18. Plaintiff Jo Peacock is a citizen and resident of Williston, Florida.

19. Plaintiff Maleia Porter is a citizen and resident of Eden, New York.

20. Defendant Samsung is the U.S. subsidiary of Samsung Electronics Co., Ltd., a multinational corporation headquartered in Seoul, South Korea.

21. Samsung is headquartered in Ridgefield Park, New Jersey, and registered as a foreign corporation with the State of New Jersey.

PLAINTIFF-SPECIFIC ALLEGATIONS

Plaintiff Alesia Charles (California)

22. In October 2017, Ms. Charles purchased a new Samsung Range Model Number NX58H5600SS/AA, from authorized Samsung reseller Best Buy in San Rafael, California for \$1,165. The NX58H5600SS/AA range is a Class Range.

23. Ms. Charles reviewed Samsung marketing materials, including in-store promotional materials and online advertisements on Samsung and Best Buy's websites, before she purchased her Class Range.

24. Ms. Charles purchased the Class Range for personal, family, or household use.

25. Ms. Charles uses, and at all times has used, her Class Range in the normal and expected manner.

26. In November 2020, Ms. Charles's Class Range failed. The oven would not maintain its set temperature.

27. After the Class Range failed, Ms. Charles contacted Samsung, whose representative told her that it would take at least one month before Samsung could send someone to repair her range.

28. Ms. Charles next contacted Bay Stove Commercial and Residential Appliance Repair. A Bay Stove technician attempted repair by replacing the range's

igniter. Ms. Charles paid \$350 for the repair, which was not successful—the oven still does not maintain its set temperature.

29. Before purchasing the Class Range, Ms. Charles did not know that the Class Ranges suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to her purchase, on the product’s packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Ms. Charles would not have bought a Class Range or would not have bought a Class Range at the price she did. As a result of Samsung’s conduct described herein, Ms. Charles has been injured.

Plaintiff Stephen Kalpin (Connecticut)

30. In October 2016, Mr. Kalpin purchased a new Samsung Range Model Number NE59J7630SS, from authorized Samsung reseller Lowes in Torrington, Connecticut for \$935.56. The NE59J7630SS range is a Class Range.

31. Mr. Kalpin reviewed Samsung marketing materials before he purchased his Class Range indicating the Class Range was of good quality and highlighting the range’s features.

32. Mr. Kalpin purchased the Class Range for personal, family, or household use.

33. Mr. Kalpin at all times has used his Class Range in the normal and expected manner.

34. In October 2020, Mr. Kalpin's Class Range failed. The oven exceeded its set temperature. On one occasion, the oven burned a chicken after less than 30 minutes in the oven and caused a fire in Mr. Kalpin's kitchen that damaged his kitchen and cooking equipment.

35. Mr. Kalpin replaced the range at his own expense.

36. Before purchasing the Class Range, Mr. Kalpin did not know that the Class Ranges suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to his purchase, on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Mr. Kalpin would not have bought a Class Range or would not have bought a Class Range at the price he did. As a result of Samsung's conduct described herein, Mr. Kalpin has been injured.

Plaintiff Kathy Wesley (Florida)

37. In May 2018, Ms. Wesley purchased a new Samsung Range, Model Number NE59M6850SG, from authorized Samsung reseller BrandsMart USA in Deerfield Beach, Florida for \$1194.00. The NE59M6850SG is a Class Range.

38. Ms. Wesley reviewed Samsung marketing materials, such as print advertisements, before she purchased her Class Range.

39. Ms. Wesley purchased the Class Range for personal, family, or household use.

40. Ms. Wesley uses, and at all times has used, her Class Range in the normal and expected manner.

41. In November 2018, Ms. Wesley's Class Range failed. The oven would not maintain its set temperature.

42. After the Class Range failed, Ms. Wesley contacted Samsung for repair. A technician attempted a repair and replaced her Class Range's control board. The Samsung technician who came to Ms. Wesley's home said he was familiar with the Defect. The repair attempt was unsuccessful.

43. About six months later, Ms. Wesley's oven again failed to maintain its set temperature. She contacted Samsung for repair. This time, the technician did not attempt repair; instead, he said the Class Range was "working fine" despite the exceedingly long cooking times that Ms. Wesley was experiencing.

44. In the fall of 2019, one of the burners on Ms. Wesley's range failed. It exceeded its set temperature. Ms. Wesley purchased a service contract from Pride Air Conditioning and Appliances ("Pride") in Pompano Beach, Florida for \$300.

45. In August 2020, a technician from Pride replaced the temperature sensors in Ms. Wesley's dual-oven Class Range. However, the ovens still fail to maintain their set temperature.

46. Ms. Wesley has not had an oven that will consistently maintain a set temperature for over two years.

47. Before purchasing the Class Range, Ms. Wesley did not know that the Class Range suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to her purchase, on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Ms. Wesley would not have bought a Class Range or would not have bought a Class Range at the price she did. As a result of Samsung's conduct described herein, Ms. Wesley has been injured.

Plaintiff Jo Peacock (Florida)

48. In September 2020, Ms. Peacock purchased a new Samsung Range Model Number NX60T8111SS from authorized Samsung reseller Wayfair for \$989.10. The NX60T8111SS is a Class Range.

49. Ms. Peacock reviewed Samsung marketing materials, including Samsung's website, before she purchased her Class Range.

50. Ms. Peacock purchased the Class Range for personal, family, or household use.

51. Ms. Peacock uses, and at all times has used, her Class Range in the normal and expected manner.

52. In December 2020, Ms. Peacock's Class Range failed. The oven would not reach or maintain its set temperature.

53. After the Class Range failed, Ms. Peacock contacted Samsung several times, but was unable to obtain repair service.

54. About one month later, Ms. Peacock contacted the individual who installed the Class Range, who confirmed the Class Range was installed correctly.

55. For approximately two months, Ms. Peacock has not had an oven that will maintain its set temperature; the oven is still not maintaining its set temperature. Ms. Peacock purchased a toaster oven as a temporary replacement.

56. Before purchasing the Class Range, Ms. Peacock did not know that the Class Range suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to her purchase, on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Ms. Peacock would not have bought a Class Range or would not have bought a Class Range at the price she did. As a result of Samsung's conduct described herein, Ms. Peacock has been injured.

Plaintiff Gary Owens (Georgia)

57. In September 2017, Mr. Owens purchased a new Samsung Range Model Number NE59J7630SS, from authorized Samsung reseller Lowes in Valdosta, Georgia for \$611.10. The NE59J7630SS is a Class Range.

58. Mr. Owens reviewed Samsung marketing materials, including in-store promotional materials and print advertisements, before he purchased his Class Range.

59. Mr. Owens purchased the Class Range for personal, family, or household use.

60. Mr. Owens uses, and at all times has used, his Class Range in the normal and expected manner.

61. In January 2021, Mr. Owens's Class Range failed. The oven failed to maintain its set temperature, and the burners exceeded their set temperature.

62. After the Class Range failed, Mr. Owens contacted his home warranty company, which gave him the name of a repair technician. The technician inquired as to the model of the Class Range, told Mr. Owens the problem was likely a faulty temperature sensor, and then informed Mr. Owens that he did not fix Samsung ranges with the Model Number NE59J7630SS. Mr. Owens has not been able to find a repair person who can fix his range.

63. Mr. Owens has been without a working oven and stovetop for over a month. Neither the oven nor the burners on Mr. Owens's range maintain their set temperature. He purchased a toaster oven as a temporary replacement.

64. Before purchasing the Class Range, Mr. Owens did not know that the Class Range suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to his purchase, on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Mr. Owens would not have bought a Class Range or would not have bought a Class Range at the price he did. As a result of Samsung's conduct described herein, Mr. Owens has been injured.

Plaintiff Stephanie Freeman-Muhammad (Illinois)

65. In March 2017, Ms. Freeman-Muhammad purchased a new Samsung Range Model Number NE59J3420SS, from authorized Samsung reseller H.H. Gregg in Oakbrook Terrace, Illinois for \$599.99. The NE59J3420SS range is a Class Range.

66. Ms. Freeman-Muhammad reviewed Samsung marketing materials, including in-store promotional materials, before she purchased her Class Range.

67. Ms. Freeman-Muhammad purchased the Class Range for personal, family, or household use.

68. Ms. Freeman-Muhammad uses, and at all times has used, her Class Range in the normal and expected manner.

69. Shortly after purchase, Ms. Freeman-Muhammad's Class Range failed. The burners and the oven exceeded their set temperatures.

70. After the Class Range failed, Ms. Freeman-Muhammad contacted Samsung, but was unable to obtain assistance. After she contacted Samsung again, Samsung refused to repair the range and scheduled an appointment with a third-party entity to repair the range at Ms. Freeman-Muhammad's expense. She did not go through with the appointment because the third-party repair company would have required Ms. Freeman-Muhammad to make a \$109 diagnostic payment by credit card before the first visit.

71. Ms. Freeman-Muhammad's Class Range has not been repaired and continues to exhibit the Defect. She does not permit her son or her elderly mother to operate the Class Range because she fears for their safety.

72. Currently, neither the oven nor the burners on her range maintain their set temperature. Ms. Freeman-Muhammad purchased an air fryer that she uses more frequently as a temporary replacement.

73. Before purchasing the Class Range, Ms. Freeman-Muhammad did not know that the Class Ranges suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to her purchase, on the product's

packaging, in the accompanying print materials, in promotional and marketing materials, or through some other means, Ms. Freeman-Muhammad would not have bought a Class Range or would not have bought a Class Range at the price she did. As a result of Samsung's conduct described herein, Ms. Freeman-Muhammad has been injured.

Plaintiff Joseph D'Andrea (New Jersey)

74. In February 2018, Mr. D'Andrea purchased a new Samsung Range Model Number NE59J7630SS-02 from authorized Samsung reseller Sears Appliances in Glassboro, New Jersey for approximately \$656.00. The NE59J7630SS-02 is a Class Range.

75. Mr. D'Andrea reviewed Samsung marketing materials, including in-store promotional materials and direct-mail advertisements, before purchasing his Class Range.

76. Mr. D'Andrea purchased the Class Range for personal, family, or household use.

77. Mr. D'Andrea uses, and at all times has used, his Class Range in the normal and expected manner.

78. Within weeks of purchase, Mr. D'Andrea's Class Range failed. Both the burners and the oven fail to maintain their set temperatures.

79. After the Class Range failed, Mr. D'Andrea contacted Samsung, which declined to repair the Class Range.

80. Currently, the Class Range continues to exhibit the Defect. Mr. D'Andrea no longer uses his Class Range, and purchased a toaster oven as a temporary replacement.

81. Before purchasing the Class Range, Mr. D'Andrea did not know that the Class Ranges suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to his purchase, on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Mr. D'Andrea would not have bought a Class Range or would not have bought a Class Range at the price he did. As a result of Samsung's conduct described herein, Mr. D'Andrea has been injured.

Plaintiff Maleia Porter (New York)

82. In 2019, Ms. Porter purchased a new Samsung Range Model Number NX58H5600SS/AA, from authorized Samsung reseller Home Depot in Springville, New York for approximately \$500. The NX58H5600SS/AA range is a Class Range.

83. Ms. Porter reviewed Samsung marketing materials, including in-store promotional materials and online advertisements, before she purchased her Class Range.

84. Ms. Porter purchased the Class Range for personal, family, or household use.

85. Ms. Porter uses, and at all times has used, her Class Range in the normal and expected manner.

86. In January 2021, Ms. Porter's Class Range failed. The oven would not maintain its set temperature.

87. After the Class Range failed, Ms. Porter contacted a local appliance repair company, whose representative told her that a repair would cost approximately \$700.

88. Ms. Porter did not want to pay for a repair that would exceed the cost of the Range. Ms. Porter's Class Range has not been repaired and continues to exhibit the Defect.

89. Before purchasing the Class Range, Ms. Porter did not know that the Class Ranges suffered from the Defect. Had Samsung disclosed the defective nature of the Class Range prior to her purchase, on the product's packaging, in promotional and marketing materials, in the accompanying print materials, or through some other means, Ms. Porter would not have bought a Class Range or would not have bought a Class Range at the price she did. As a result of Samsung's conduct described herein, Ms. Porter has been injured.

Plaintiff Donald Davis (Texas)

90. In May 2019, Mr. Davis purchased a new Samsung Range Model Number NE59N6630SG/AA, from authorized Samsung reseller Lowes in Corpus Christi, Texas for \$724.00. The NE59N6630SG/AA range is a Class Range.

91. Mr. Davis reviewed Samsung marketing materials, including in-store promotional materials, before he purchased his Class Range.

92. Mr. Davis purchased the Class Range for personal, family, or household use.

93. Mr. Davis uses, and at all times has used, his Class Range in the normal and expected manner.

94. In January 2021, Mr. Davis's Class Range failed by exceeding its set temperature.

95. After the Class Range failed, Mr. Davis contacted Samsung, whose representative informed him that he would be charged for any repairs. He then attempted to obtain repairs through his home warranty, and on February 10, 2021, a technician from A & E Repair Service replaced the temperature sensor in Mr. Davis's Class Range.

96. Mr. Davis was without a working oven for one month.

97. Before purchasing the Class Range, Mr. Davis did not know that the Class Ranges suffered from the Defect. Had Samsung disclosed the defective nature

of the Class Range prior to his purchase, on the product's packaging, in promotional and marketing materials, or in the accompanying print materials, Mr. Davis would not have bought a Class Range or would not have bought a Class Range at the price he did. As a result of Samsung's conduct described herein, Mr. Davis has been injured.

* * *

98. Plaintiffs purchased their Class Ranges because they preferred the features and aesthetics of the Samsung Class Ranges to other ranges. Samsung continues to advertise the Class Ranges as high quality and fully functional. Because of their experience with the Class Ranges, Plaintiffs do not trust Samsung's representations about the Class Ranges. As a result, although Plaintiffs would like to buy another Class Range in the future, they will not do so unless Samsung takes sufficient steps to cure the Defect and ensure full and accurate disclosures regarding the Class Ranges.

COMMON FACTUAL ALLEGATIONS

99. Ranges, home appliances that combine an oven and a cooktop, are an essential part of a modern kitchen. A range can be found in the vast majority of U.S. homes.¹

¹ <https://www.statista.com/statistics/710587/united-states-statista-survey-household-device-ownership/>

100. According to the National Home Builders Association, the average useful life of a range is between 13 and 16 years.²

A. Samsung Ranges and Samsung’s Representations About Them

101. Samsung distributes and sells ranges throughout the country. The Class Ranges are available for purchase in large retail stores such as Sears, Home Depot, and BestBuy, as well as in smaller appliance stores and online. The Manufacturer’s Suggested Retail Price for the Class Ranges is between \$799 and \$2599.

102. Samsung markets its ranges as being “Beautifully Designed, Intelligently Built.” Samsung touts their ease of use with “functions that have been specifically designed to maximize convenience for consumers.”

103. Samsung also represents that its appliances are safe, stating that range features allow users to “stay safe in a busy kitchen.”

104. Samsung markets its ranges as performing as expected or better. According to Samsung’s promotional messaging, its ranges “cook food evenly and save time.” Samsung touts its ranges’ cooking precision and flexibility with burners that “boil, melt or simmer” and allow the user to “go from a rapid boil to a true simmer.”

105. Samsung further represents that the user can control the temperature settings of its ranges: “Control temperature and time settings, select cooking

² <https://www.mrappliance.com/expert-tips/appliance-life-guide/>

functions and program your favorite recipes.”

106. Additionally, Samsung markets its ranges’ advanced technology, stating in part that “Wi-Fi Connection gives you peace of mind by letting you remotely monitor the cooktop and control the oven using an App, while receiving real time alerts about your cooking.”

107. Samsung also controls or approves promotional material disseminated by resellers of the Class Ranges.

B. The Temperature Control Defect Manifests in Class Ranges

108. Gas and electric ranges are useful only to the extent that they provide reliable and consistent heating. For a person to bake a cake at 375 degrees, that person must be able to set an oven to 375 degrees and know that the oven will maintain that temperature once it is preheated. Likewise, a person cannot simmer a delicate sauce if a stove burner emits heat at full blast despite being set to low heat.

109. The Defect exists in gas and electric ranges that contain the Samsung oven temperature sensor bearing component model number DG32-00002B. This sensor is present in each Class Range, but the materials and workmanship of the DG32-00002B sensor are defective.

110. Oven temperature is measured and regulated with a series of components: the oven temperature sensor, the oven control board, and heat supply—a bake element in an electric oven or a main oven burner in a gas oven.

111. An oven temperature sensor is a thermistor—a type of resistance thermometer—that is located inside the oven. The sensor measures the internal oven temperature. As the oven temperature rises and falls, the sensor varies the amount of resistance in electrical circuits linked to the control board. Resistance is a measurement of how easily electrical current can pass through conducting material. Changes in resistance impact the rate at which electrical current flows through the circuits of the oven's control board.

112. When the user sets his or her oven to a certain temperature, the control board sends electrical signals to turn on the oven's heat supply. Then, based upon changes in resistance initiated by the oven's sensor, the control board turns the heat supply on or off to maintain the set temperature.

113. When the Defect in the temperature sensor manifests, it fails to correctly regulate resistance in the circuits. The variations in resistance degrade the conducting materials, can cause delays in signal transmission and, over time, cause circuit failure. Thus, when the sensor fails, it results not only in a discrepancy between the oven's actual and set temperature, but also in circuit failure within the control board. When the circuits fail, the control board either does not turn the heat supply on (so the oven does not reach the set temperature) or it fails to turn the heat supply off (producing a dangerously high oven temperature).

114. The control board also controls the temperature of the range burners.

When the defect manifests, the circuit failure can cause the actual burner temperature to differ from the temperature the consumer selects, and can result in dangerously high burner temperatures.

115. Failure of the oven and burners can happen simultaneously or separately.

116. Even if a repair is performed, the stove remains substantially certain to fail because Samsung and its authorized technicians use the same defective oven temperature sensor as a replacement part.

117. The Defect renders a Class Range unusable for its intended purpose of cooking food. For example, a Class Range will not get hot enough to cook the food in a customary or reasonable amount of time, or the Class Range will get so hot that the food is scorched, creating a fire danger.

C. Technicians in the Field Observe Widespread Failures of Samsung Ranges

118. Certified appliance technicians have observed DG32-00002B sensors and control boards failing at a high rate. One repair technician stated that sensors and control boards in Samsung Ranges presented problems he frequently saw in the field. Another repair technician observed that consumers were not causing the problem with the sensors. Rather than the sensors absorbing spills or blows from the consumer, the sensors and control boards in the Class Ranges simply “don’t hold up.”

119. Still another technician described Samsung products as “something else.” He noted that while a range normally can “control the heat,” with “Samsung you just can’t.”

120. Technicians also have noted that attempting to repair the Class Ranges is futile. According to one technician, when a Class Range loses heat, he will replace the sensor or the control board, and although the range may start working again for a few months, it inevitably fails again.

D. Samsung’s Knowledge of the Defect

121. Samsung has known of the Defect at issue in this case for years. Customers have posted on internet sites regarding their negative experiences and communicated them to Samsung directly.

122. Samsung maintains a page on its website titled “Samsung oven temperature issues.”³ Samsung customers who access this page are asked to identify one of four temperature-control problems with their Samsung range: “Oven does not cook well”; “Oven does not heat”; “Oven takes a long time to reach set temperature”; and “Oven temperature does not match thermometer.” Samsung’s inclusion of a web page specifically addressing the problems Plaintiffs experienced demonstrates that these problems are known to Samsung.

123. Before Plaintiffs purchased a Class Range, Samsung received reviews

³ <https://www.samsung.com/us/support/troubleshooting/TSG01204529/>

and consumer complaints reporting the Defect, further demonstrating Samsung's knowledge of the range problems. The reviews below are for Class Ranges that pre-date Plaintiffs' purchases.⁴

Heat levels are all or nothing. Burns food.

★☆☆☆☆

Lisa

October 4, 2015

I am very comfortable in my kitchen and cook a great deal. I have used a wide range of stoves during my life. This purchase is one of my greatest regrets... ever. I was pulled in by the Samsung name. Great name in the electronics world, but I have been majorly disappointed in this item and it makes me sick to think I will be stuck with it for years. The front two burners are specialized. One has a "rapid boil" feature and the other a "fast boil feature." However, once an item heats, you CAN NOT reduce the heat to a simmer. I have even turned the stove off at the boiling point... waited and then turned it on low. At low it doesn't simmer... move to level 2 still no simmer... move to setting 3 and you are BOILING again. I have burned three pots of chili and two of chicken noodle soup in the past month. I have to stand over the stove constantly to make sure things aren't burning. THE HEAT LEVELS ARE ALL OR NOTHING. As far as the structure of the stove it seems very flimsy. What I mean by this is that the stainless is thin and is at high risk of denting. This concerns me in the storage drawer area. When you pull it out it is so thin and low end, I can't put pots and pans in it for fear of denting it. I know it seems like maybe I just burn food and am blaming the stove, but honestly I cook every day and have burned fewer items in the past 10 years than I have with this stove in one month. Huge mistake and again, I am truly sick to think that I may have to use this for years and years to come.

⁴ Reviews below can be found at
<https://www.lowes.com/pd/Samsung-Smooth-Surface-5-Elements-5-9-cu-ft-Self-Cleaning-True-Convection-Freestanding-Electric-Range-Stainless-Steel-Common-30-in-Actual-29-875-in/50376764>
<https://www.compactappliance.com/samsung-ranges-cooking-appliances/NX58R5601S.html>
<https://www.lowes.com/pd/Samsung-5-Burners-5-8-cu-ft-Self-cleaning-Convection-Freestanding-Gas-Range-Stainless-Steel-Common-30-in-Actual-29-9375-in/1002541280>
<https://www.lowes.com/pd/Samsung-5-Burners-5-8-cu-ft-Self-cleaning-Convection-Freestanding-Gas-Range-Stainless-Steel-Common-30-in-Actual-29-9375-in/1002541280>

Poor Heat

★☆☆☆☆ 1.0



Posted by: **TGW5000** from IL on 12/30/2015

Range will not cook food properly. Temperature off. Poor controls difficult to see black on light gray. Do not buy.

Cons: Poor quality, Did not meet expectations, bad cooking
No, I would not recommend this to a friend.

Expertise: Expert

SAMSUNG

Written by a custom

Waste Of Money

★☆☆☆☆

I own 7 homes. I usually buy once - buy right. Thought I did that with Samsung Stove... NOT! I bought this Samsung new 19 months ago at Lowes. For a month it has stopped going over 285 degrees and the door lock is intermittent. I called a service company recommended by Lowes. The repair needed was the controller board and the element? Really. It's nearly new, we hardly ever use the oven??? Since my Samsung Microwave already did a similar thing (both bought in 7-2014 new) (control board went out 6 months ago) that repair was \$180. When the repair service company said \$385. to fix the oven now, I threw it out. Yes, a \$799. oven to me, was not worth the gamble of breaking AGAIN. Ugh.... Junk. Absolutely not a value under any circumstances. I bought (at a competitor) a new GE Profile (I have many in my other homes) for \$499.00 with all the same features - smooth top etc, I say - Don't Waste Your Hard Earned Money!

TnHomeRemodeling

March 18, 2016

oven tolerance NOT so great

★ ★ ☆ ☆ ☆

ramiro

July 4, 2016

After reading many reviews about the oven problems I decided to confirm them using a digital multimeter. I first calib the oven using the info provided in their manual to zero tolsrnce. I set 350° as the target, the oven reaches 410° then turns off. It goes down to 320° then turns on again until it receaches 380°. This cycle range of 30+/30- continues throughout the cooking cycle. As you can see, the calibration was ignored by my initial and multiple efforts. I called samsung and they didnt know why it wouldnt calibrate but suggested I return it.

[— Read Less](#)

✘ Would Not Recommend

Do not buy a Samsung

★ ☆ ☆ ☆ ☆

AnnJohnson

July 6, 2016

I have had my range 7+ months. The burners will not stay lit, nor will the oven. It is still under Samsung warranty. I called for service @ 8:00am this morning and was first told they could not get a repair person to me for 8 days. I was not happy...they found a cancellation and now will get to me in 6 days @ 8:00pm. I called Samsung about compensation for all the restaurant meals we will have to buy for 6 days (of course it will be much longer than that when a part has to be ordered) and Samsung refuses to help in any way. I do not know which is worst...the Samsung product take breaks in 7 months or the warranty service that takes a week to work you in. I will never buy another Samsung product!!

Would not get this stove again

★ ☆ ☆ ☆ ☆

RJ

October 9, 2016

Would not get this stove again even if someone gave it to me. Oven never had an even temperature. Items cooked faster in the back than the front. After a year the oven needs repaired and it could be numerous things. Broiler will not turn off when oven is turned on. Stove top burners always had to adjust to keep things from burning. Overall very dissatisfied with this stove. Should last longer than a year before needing a repair.

5 burner samsung gas range

★ ☆ ☆ ☆ ☆

red

October 13, 2016

This stove was 8 months old and had to have a heating element change in it one repair man said it has a run away thermostat that wasnt fixed because one guy said it has a runaway thermostat it would go from 350 ° degees to 600 ° sometimes the food takes 30 to 40 mins longer or 30 mins less its hard to cook with so that guy put a heating element instead of a thermostat So it still takes along time to cook cookies that take 10 -12 mins it takes 15 -18 min its the worse stove and oven I have ever owned never again for samsung products I hvsve a samsung refrigerator and it smells hot all the time I cant wait to buy a new stove its only 10 months old I hate it with all my heart dont buy this product !

Try another brand

★ ★ ☆ ☆ ☆ ☆

Bought the Samsung and in the beginning-- we loved it! From a coiled electric range to a flat top is amazing. The convection option was much more efficient (meaning that whatever the directions called for, it seemed like the oven was so efficient, it didn't take as long to cook). Now for the bad - the electrical clock went out. Told that it was probably a short and it would require a technician to come out to troubleshoot and possibly replace it. Then we noticed that the burners were running hot -- a 2 on the burner actually burned a set of hashed browns - twice! Not willing to spend the money for someone to look at the electrical components. Will just get another brand.

[— Read Less](#)

Disappointed

★ ☆ ☆ ☆ ☆ ☆

Bought this Samsung stove along with microwave dishwasher and refrigerator. Noticed it took longer to bake everything, so I checked with a stove thermometer and found the preheating was beeping 100° lower than what stove showed. Repairmen couldn't fix it and Samsung was absolutely no help. Switching it for an LG.

✘ Would Not Recommend

5Carsons

October 20, 2016
From Smooth Surface Freestanding
5-Element 5.9-cu ft Self-cleaning
True Convection Electric Range
(White) (Common: 30 Inch; Actual:
29.875-in)

Connie

September 4, 2017

124. Further reviews for each Plaintiffs' Class Range model are shown in Appendix A.

125. Prior to the sale of the Class Ranges to Plaintiffs, Samsung had exclusive knowledge of non-public, internal information about the Defect, including, for example: data from pre-release testing concerning the Defect; consumer complaints about the Defect; warranty claim data associated with the Defect; and Defect-related repair and service documentation submitted by Samsung's authorized repair technicians.

126. Additionally, Samsung learned of the Defect from the number of customer complaints on its own web pages and third-party product pages and review forums. Manufacturers such as Samsung regularly monitor online consumer

complaints regarding their products. In fact, Samsung representatives responded directly to online consumer complaints regarding the Class Ranges.

127. Plaintiffs were unaware of and, exercising reasonable diligence, could not have discovered the Defect prior to purchase.

E. Samsung’s Failure to Disclose the Defect

128. Samsung has repeatedly dismissed and denied the Defect. Samsung’s consumer-facing website entitled “Samsung oven temperature issues”⁵ suggests that temperature control issues are caused by user error or routine calibration issues rather than by the Defect. Samsung’s website makes light of the problem with the following image, which shows a woman, depicted as having been distracted by earphones, pulling a steaming chicken out of the oven with her mouth open in surprise (but without oven mitts):



⁵ <https://www.samsung.com/us/support/troubleshooting/TSG01204529/>

129. Samsung's statement that temperature control issues are caused by consumer error is incorrect, and contradicted by repair technicians' experiences and the pervasive customer complaints.

F. Samsung Continues Manufacturing and Selling Class Ranges with the Defect

130. Samsung has known about the Defect since 2015 at the latest. Yet Samsung continues to manufacture, market, and sell the Class Ranges even as consumers continue to report experiencing the Defect. Consumers have also reported difficulty in obtaining service from Samsung.

131. The Class Ranges include at least the following 87 models, and likely others (bold text denotes a product Samsung continues to sell):

FCQ321HTUB/XAA	FTQ387LWGX/XAA
FCQ321HTUW/XAA	FX510BGS/XAA
FCQ321HTUX/XAA	FX710BGS
FE-N500WX/XAA	FX710BGS/XAA
FE710DRS/XAA	FX710BGS/XAC
FER300SB/XAA	NE594R0ABBB/AA
FER300SB/XAB	NE594R0ABSR/AA
FER300SW/XAA	NE594R0ABWW/AA
FER300SW/XAC	NE595N0PBSR/AA
FER300SX/XAA	NE595R0ABBB/AA
FER300SX/XAC	NE595R0ABSR/AA
FTQ307NWGX/XAA	NE595R0ABWW/AA
FTQ352IWUB/XAA	NE595R1ABSR/AA
FTQ352IWUW/XAA	NE597N0PBSR/AA
FTQ352IWUX/XAA	NE597R0ABSR/AA
FTQ353IWUB/XAA	NE599N1PBSR/AC
FTQ353IWUW/XAA	NE59J3420SB/AA
FTQ353IWUX/XAA	NE59J3420SS/AA
FTQ386LWUX/XAA	NE59J3420SW/AA

NE59J3421SS/AA	NX583G0VBBB/AA
NE59J7630SB/AA	NX583G0VBSR/AA
NE59J7630SG/AA	NX583G0VBWW/AA
NE59J7630SS/AA	NX58F5300SS/AA
NE59J7630SW/AA	NX58F5500SB/AA
NE59J7650WS/AA	NX58F5500SS/AA
NE59J7750WS/AA	NX58F5500SW/AA
NE59J7850WG/AA	NX58F5700WS/AA
NE59J7850WS/AA	NX58H5600SS/AA
NE59K3310SB/AA	NX58H5650WS/AA
NE59K3310SS/AA	NX58H9500WS/AA
NE59K3310SW/AA	NX58H9950WS/AA
NE59M4310SB/AA	NX58J5600SG/AA
NE59M4310SS/AA	NX58K3310SB/AA
NE59M4310SW/AA	NX58K3310SS/AA
NE59M4320SB/AA	NX58K3310SW/AA
NE59M4320SG/AA	NX58K9500WG/AA
NE59M4320SS/AA	NX58M5600SB/AA
NE59M4320SW/AA	NX58M5600SW/AA
NE59M6850SG/AA	NX58M6630SS/AA
NE59M6850SS/AA	NX58M6650WG/AA
NE59N6630SG/AA	NX58M9420SS/AA
NE59N6630SS/AA	NX58R9421SS/AA
NE59N6650SG/AA	NX58R9421ST/AA
NE59N6650SS/AA	NX60T8111SS/AA

132. As a consequence of Samsung's actions and inaction, Class Range owners have been deprived of the benefit of their bargain, lost use of their Class Ranges for their intended purpose, been exposed to fires, and incurred lost time and out-of-pocket costs stemming from payments for repairs and from purchases of replacement ranges. The Class Ranges also have suffered a diminution in value due to the Defect.

133. Had Plaintiffs and Class Members known about the Defect, they would

not have purchased their Class Ranges or would have paid significantly less for them.

G. Samsung's Deficient Warranty Service

134. Samsung has not implemented an effective remedy for people who experience the Defect. Samsung instead attempts ineffective repairs or advises people with failed ranges to replace defective components with defective components.

135. Many of the consumers who experienced the Defect have voiced frustration with Samsung's warranty service.

136. Despite being aware of the Defect, Samsung fails to provide effective repairs. Samsung also unreasonably delays in providing requested repairs or informs customers that there are no available repair options in their area.

137. Following the first year of ownership, Samsung requires customers to pay all costs associated with a repair, including for parts and labor.

TOLLING OF THE STATUTE OF LIMITATIONS

138. At all relevant times, Samsung knew that the Class Ranges were defective and knew that Plaintiffs and class members did not have that knowledge. Despite reasonable diligence on their part, Plaintiffs and Class members were kept unaware by Samsung of the factual bases for the claims for relief asserted below.

139. Samsung actively concealed the defect by touting the Class Ranges' high quality and functionality without disclosing their defective nature. Samsung's concealment prevented Plaintiffs and Class members from discovering their injuries and pursuing legal relief from Samsung.

140. Plaintiffs and Class members did not discover, and could not reasonably have discovered, the Defect until their ranges failed.

CLASS ACTION ALLEGATIONS

141. Plaintiffs bring this action on their own behalf and on behalf of the following Class and Subclasses pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), (b)(3) and/or (c)(4):

Class

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in the United States between January 1, 2016 and the present (the "Nationwide Class").

California Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in California between January 1, 2016 and the present (the "California Subclass").

Connecticut Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in Connecticut between January 1, 2016 and the present (the "Connecticut Subclass").

Florida Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in Florida between January 1, 2016 and the present (the “Florida Subclass”).

Georgia Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in Georgia between January 1, 2016 and the present (the “Georgia Class”).

Illinois Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in Illinois between January 1, 2016 and the present (the “Illinois Subclass”).

New Jersey Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in New Jersey between January 1, 2016 and the present (the “New Jersey Subclass”).

New York Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in New York between January 1, 2016 and the present (the “New York Subclass”).

Texas Subclass

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing component model number DG32-00002B, from Samsung or its authorized retailers in Texas between January 1, 2016 and the present (the “Texas Subclass”).

142. The Class and these wholly incorporated state Subclasses are referred to collectively herein as the “Class” for convenience. Excluded from the Class are Samsung, its affiliates, employees, officers and directors; and the Judge(s) assigned

to this case. Plaintiffs reserve the right to modify, change, or expand the Class definitions above in response to discovery and/or further investigation.

143. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. Samsung had the largest home appliance market share in the United States for the period from 2016 to Q3 2019, and it had the second-largest market share for cooking appliances during the same time period.⁶ The Class and Subclasses each contain thousands of Class members.

144. **Ascertainability**: The Class is objectively defined and presently ascertainable. The identities and contact information of individual Class members are in the possession of Samsung and its resellers, and this information is readily obtainable through the discovery process.

145. **Existence and Predominance of Common Questions**: Common questions of fact and law exist as to all members of the Class and predominate over questions affecting only individual Class Members. These common questions include, without limitation:

- a. whether Samsung engaged in the conduct alleged herein;
- b. whether the Class Ranges are defective;
- c. whether Samsung knew or should have known of the Defect, and

if so, for how long;

⁶ <https://news.samsung.com/us/samsung-expands-home-appliances-kbis2020/>

- d. when Samsung became aware of the Defect in the Class Ranges;
- e. whether Samsung marketed and sold the Class Ranges while knowing of the Defect;
- f. whether Samsung knowingly failed to disclose the existence and source of the Defect in the Class Ranges;
- g. whether Samsung's conduct alleged herein violates consumer protection laws, warranty laws, and other laws as asserted herein;
- h. whether Plaintiffs and Class Members overpaid for their Class Ranges as a result of the Defect, and if so, by how much;
- i. whether Plaintiffs and Class Members are entitled to damages, including punitive damages, as a result of Samsung's fraudulent and wrongful conduct set forth herein; and
- j. whether Plaintiffs and Class Members are entitled to equitable relief, including restitution and/or injunctive relief.

146. **Typicality**: Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and each Class member purchased a Class Range that contained the Defect. Plaintiffs and Class members suffered economic harm by Samsung's uniform course of conduct alleged herein. The same conduct on the part of Samsung gives rise to all the claims for relief, and Plaintiffs and Class members have the same or similar claims against Samsung relating to this conduct.

147. **Adequacy of Representation**: Plaintiffs are adequate representatives of the Class whose interests do not conflict with those of any other Class member. Plaintiffs have retained counsel competent and experienced in complex class action litigation—including consumer protection and appliance defect class actions—who will prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

148. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of prosecuting these claims individually. Individualized litigation also would risk inconsistent or contradictory judgments and increase the delay and expense to all parties and the courts. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

149. **Injunctive Relief**: Samsung has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive and corresponding declaratory relief with respect to the Class as a whole.

CLAIMS FOR RELIEF

COUNT I

**Violations of the New Jersey Consumer Fraud Act
N.J. Stat. Ann. § 56:8-1 *et seq.* (“NJCFA”)
(On Behalf of the Class or, Alternatively, the New Jersey Subclass)**

150. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

151. Plaintiff Joseph D’Andrea (“New Jersey Plaintiff”) brings this claim under the laws of New Jersey, individually and on behalf of the New Jersey Subclass.

152. New Jersey Plaintiff and New Jersey Subclass members, and Samsung are “persons” within the meaning of N.J. Stat. Ann. § 56:8-1(d).

153. Samsung’s advertisements described herein are “advertisements” within the meaning of N.J. Stat. Ann. § 56:8-1(a).

154. The Class Ranges are “merchandise” within the meaning of N.J. Stat. Ann. § 56:8-1(c).

155. Samsung’s sale of the Class Ranges constitutes “sales” within the meaning of N.J. Stat. Ann. § 56:8-1(e).

156. The NJCFA prohibits “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise” N.J. Stat. Ann. § 56:8-2.

157. Samsung employed unconscionable commercial practices in its advertising and sale of the Class Ranges. Samsung's practices in connection with its advertising and sale of the Class Ranges demonstrate a lack of honesty and fair dealing.

158. Samsung also engaged in deceptive trade practices in violation of New Jersey law, by promoting the functionality and quality of the Class Ranges while failing to disclose and actively concealing the Defect.

159. Samsung intended that others rely upon its concealment of the Class Range's defective nature when purchasing this product. Samsung knew that disclosure of the defect to New Jersey Plaintiff and New Jersey Subclass members would be important to their decision whether to purchase a Class Range.

160. New Jersey Plaintiff and New Jersey Subclass members suffered ascertainable loss as a direct and proximate result of Samsung's unconscionable and deceptive acts or practices. Had New Jersey Plaintiff and New Jersey Subclass members known that the Class Ranges contain a latent defect, they would not have purchased a Class Range or would have paid significantly less for it. Among other injuries, New Jersey Plaintiff and New Jersey Subclass members overpaid for their Class Ranges.

161. As permitted under N.J. Stat. Ann. § 56:8-19, New Jersey Plaintiff and New Jersey Subclass members seek trebled damages, appropriate injunctive relief, and reasonable attorneys' fees and costs.

162. In accordance with N.J. Stat. Ann. § 56:8-20, a copy of this complaint will be mailed to the relevant state officials at the time of its filing.

COUNT II
Violations of the Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.* ("CLRA")
(On Behalf of the California Subclass)

163. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

164. Plaintiff Alesia Charles ("California Plaintiff") brings this claim under the laws of California, individually and on behalf of the California Subclass.

165. Samsung is a "person" as defined by California Civil Code § 1761(c).

166. California Plaintiff and the Class members are "consumers" within the meaning of California Civil Code § 1761(d) because they purchased their Class Ranges primarily for personal, family, or household use.

167. The Class Ranges are "goods" within the meaning of sections 1761(a) and 1770.

168. Samsung's acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(5), (7), and (9) because they include unfair

and deceptive acts and practices—including fraudulent omissions—in connection with the marketing and sale of defective Class Ranges. In violation of the CLRA, Samsung:

- a. represented that the Class Ranges had characteristics, uses, and benefits they do not have;
- b. represented that the Class Ranges are of a standard, quality, or grade when in fact they are not; and
- c. advertised the Class Ranges with intent to not sell them as advertised.

169. Samsung knew that the Class Ranges were defective and prone to premature failure. Samsung acquired such knowledge from multiple sources, including, without limitation, consumer complaints that it received, and interactions with its authorized repair personnel.

170. Samsung owed a duty to disclose that the Class Ranges are defective because it had superior knowledge of the Defect.

171. Samsung also owed a duty to disclose that the Class Ranges are defective because it made partial, materially misleading statements in reference to the Class Ranges' high-quality and reliable features, without disclosing the Defect.

172. Samsung had ample means and opportunities to disclose to California Plaintiff and California Subclass members prior to purchase that the Class Ranges

are defective, including through advertisements, on its website, on external labeling, on product brochures, and through its authorized retail channels. Despite its exclusive and superior knowledge of the Defect and these opportunities to disclose the Class Ranges' defective nature, Samsung failed to disclose the Defect to California Plaintiff and California Subclass members prior to purchase or before their respective buyers' remorse periods expired.

173. Samsung's fraudulent omissions were material. Had California Plaintiff and California Subclass members known that the Class Ranges are defective, they would not have purchased them, would not have purchased them at the prices they did, or would have returned them during the remorse period.

174. Samsung's CLRA violations caused California Plaintiff and California Subclass members to sustain ascertainable losses, to be determined according to proof at trial.

175. California Plaintiff also seeks an order enjoining Samsung from engaging in practices that violate the CLRA.

176. Under California Civil Code section 1782(a), on her own behalf and on behalf of the class, California Plaintiff sent a CLRA notice on February 25, 2021 via certified mail, return receipt requested, to Samsung's principal place of business, advising Samsung that it is in violation of the CLRA and must correct, replace, or otherwise rectify the goods alleged to be in violation of California Civil Code section

1770. If Samsung does not provide the relief requested within 30 days of receiving California Plaintiff's CLRA notice, Plaintiffs will amend (or seek leave to amend) this complaint to add claims for monetary relief, including actual and restitutionary damages pursuant to the CLRA, reasonable attorneys' fees and costs, declaratory relief, and punitive damages.

177. Attached as Exhibit A to this Complaint is a declaration of venue and place of trial under California Civil Code Section 1780(d).

COUNT II
Violations of California Business and Professions Code § 17200, *et seq.*
("UCL")
(On Behalf of the California Subclass)

178. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

179. California Plaintiff brings this claim under the laws of California, individually and on behalf of the California Subclass.

180. The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

181. California Plaintiff has no adequate remedy at law.

Unlawful

182. Samsung's conduct is unlawful, in violation of the UCL, because it violates the Song-Beverly Act, the MMWA, and the CLRA.

Unfair

183. Samsung's conduct is unfair in violation of the UCL because it violates California's public policy, legislatively declared in the Song-Beverly Act, requiring a manufacturer to ensure that goods it places in the market are fit for their ordinary and intended purposes. Samsung violated the Song-Beverly Act because the Class Ranges that it produced, marketed, and sold are unfit for their most basic function: reliably heating food.

184. Samsung acted in an unscrupulous, oppressive, and substantially injurious manner. Samsung engaged in unfair business practices in at least the following respects:

- a. Samsung failed to exercise adequate quality control and due diligence over the Class Ranges before placing them in the market;
- b. Samsung sold failure-prone ranges on which numerous American consumers, including low-income individuals, depend for their sustenance and to provide for their families;
- c. Samsung promoted and sold ranges it knew were defective because they contain a temperature sensor that fails prematurely and causes premature failure of the control board and related components;
- d. Samsung failed to disclose that the Class Ranges are defective, and represented through advertising, on its website, on product labeling, in product

brochures, and through its authorized retailers that the Class Ranges possess qualities Samsung knew the products did not possess;

e. Samsung directed ineffective repairs that caused consumers to experience repeated instances of failure, rendering its Limited Warranty useless; and

f. Samsung minimized the scope and severity of the problems with the Class Ranges, refusing to acknowledge the Defect, and failing to provide consumers with adequate relief.

185. The gravity of the harm resulting from Samsung's unfair conduct outweighs any potential utility. The practice of selling defective ranges without providing an adequate remedy to cure the defect—and continuing to sell those ranges without full and fair disclosure of the defect—harms the public at large and is part of a common and uniform course of wrongful conduct.

186. The harm from Samsung's conduct was not reasonably avoidable by consumers. The Class Ranges suffer from a latent defect, and Samsung failed to disclose it even after receiving a large volume of consumer complaints and reports of temperature regulation failure from its authorized repair personnel. Plaintiff did not know of, and had no reasonable means of discovering, that the Class Ranges are defective.

187. There were reasonably available alternatives that would have furthered Samsung's legitimate business interests of satisfying and retaining customers while

maintaining profitability, such as: (a) acknowledging the Defect and providing a permanent, effective fix for the Class Ranges; (b) adequately disclosing the Defect to prospective purchasers; and (c) offering refunds or suitable non-defective replacement ranges to consumers with affected Class Ranges.

Fraud by Omission

188. Samsung's conduct is fraudulent in violation of the UCL because it is likely to mislead a reasonable consumer. Among other fraudulent conduct, Samsung:

a. knowingly concealed from California Plaintiff and California Subclass members that the Class Ranges contain a latent defect that gives them a propensity to fail;

b. volunteered information to California Plaintiff and California Subclass members through its website, press releases, and other means that the Class Ranges—and their temperature sensor—were functional, premium products without disclosing facts that would have materially qualified those misleading partial representations; and

c. promoted the Class Ranges as being high quality and containing premium features, despite knowing the Class Ranges are defective, and failed to correct its misleading partial representations.

189. Samsung knew that the Class Ranges were defective and prone to premature failure. Samsung acquired such knowledge from multiple sources,

including its pre-release testing, widespread consumer complaints that it received, and its interactions with the numerous authorized repair personnel who reported attempting to fix Class Ranges that experienced the Defect.

190. Samsung owed a duty to disclose that the Class Ranges are defective because it had superior knowledge of the Defect.

191. Samsung also owed a duty to disclose that the Class Ranges are defective because it made partial, materially misleading statements in reference to the Class Ranges' supposedly high-quality and reliable features, without disclosing the Defect.

192. Samsung had ample means and opportunities to disclose to California Plaintiff and California Subclass members prior to purchase that the Class Ranges are defective, including through advertisements, on its website, on external labeling, and through its authorized retail channels. Despite its exclusive and superior knowledge of and these opportunities to disclose the Class Ranges' defective nature, Samsung failed to disclose the Defect to Plaintiff prior to purchase or before their respective buyers' remorse periods expired.

193. Samsung's fraudulent omissions were material. Had California Plaintiff and California Subclass members known that the Class Ranges are defective, they would not have purchased them, would not have purchased them at the prices they did, or would have returned them during the remorse periods.

194. California Plaintiff and California Subclass members suffered injury in fact, including lost money or property, as a result of Samsung's unlawful, unfair, and fraudulent acts and omissions.

195. Through its unlawful, unfair, and fraudulent conduct, Samsung acquired California Plaintiff and California Subclass members' money directly and from Samsung's authorized resellers (e.g., Best Buy, Home Depot, Lowe's, etc.).

196. California Plaintiff and California Subclass members accordingly seek appropriate relief under the UCL, including restitution and such orders or judgments as may be necessary to enjoin Samsung from continuing its unfair, unlawful, and fraudulent practices, pursuant to California Business and Professions Code § 17203.

197. California Plaintiff and California Subclass members also seek reasonable attorneys' fees and costs under applicable law, including California Code of Civil Procedure § 1021.5.

COUNT IIIV
Violations of the Implied Warranty Under California Civil Code §§ 1792 and 1791.1, *et seq.* (the "Song-Beverly Consumer Warranty Act")
(On Behalf of the California Subclass)

198. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

199. California Plaintiff brings this claim under the laws of California, individually and on behalf of the California Subclass.

200. California Plaintiff purchased a Class Range in California and is a “buyer” within the meaning of California Civil Code section 1781(b).

201. Samsung is a manufacturer within the meaning of California Civil Code section 1791(j). Samsung was responsible for producing the Class Ranges, and directed and was involved in all stages of their production and manufacturing process.

202. The Class Ranges are “consumer goods” within the meaning of California Civil Code section 1791(a).

203. Samsung impliedly warranted to California Plaintiff and California Subclass members that the Class Ranges were “merchantable” under California Civil Code sections 1791.1(a) and 1792.

204. Samsung breached the implied warranty of merchantability by producing, manufacturing, and selling unmerchantable goods. The Class Ranges are defective. The Class Ranges, when sold and thereafter, were not in merchantable condition or fit for the ordinary purpose for which ranges are used. Specifically, the Class Ranges were not merchantable in that the Defect renders the ranges unfit ordinary cooking activities.

205. The Defect is latent. Though the Class Ranges appear to be operable when new, the defect existed within each Class Range at the time of sale and throughout the periods of the written and statutory warranties. Accordingly,

discovery of the defect by a purchaser during or after a warranty period does not bar a Song-Beverly claim for breach of the statutory implied warranty.

206. Any attempt by Samsung to disclaim its implied warranty obligations under the Song-Beverly Act is ineffective due to its failure to adhere to California Civil Code sections 1792.3 and 1792.4. Those sections provide that, in order to validly disclaim the implied warranty of merchantability, a manufacturer must “in simple and concise language” state: “(1) The goods are being sold on an ‘as is’ or ‘with all faults’ basis. (2) The entire risk as to the quality and performance of the goods is with the buyer. (3) Should the goods prove defective following their purchase, the buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all necessary servicing or repair.” Samsung’s attempted warranty disclaimer does not conform to sections 1792.3 and 1792.4.

207. As a direct and proximate cause of Samsung’s breaches of the Song-Beverly Act, California Plaintiff and California Subclass members have been damaged in an amount to be proven at trial. California Plaintiff and California Subclass members are entitled to recover, among other damages, all amounts paid toward the purchase of the Class Ranges.

208. Samsung knew of the defect before selling the Class Ranges. Thus, its Song-Beverly violations were willful. California Plaintiff and California Subclass members accordingly seek a civil penalty of twice their actual damages.

209. California Plaintiff and California Subclass members also seek costs and expenses, including reasonable attorneys' fees, as provided under California Civil Code section 1794.

COUNT IV
Violations of the Connecticut Unlawful Trade Practices Act
(Conn. Gen. Stat. § 42-110A, *et seq.*)
(On behalf of the Connecticut Subclass)

210. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

211. Plaintiff Stephen Kalpin ("Connecticut Plaintiff") brings this claim under the laws of Connecticut, individually and on behalf of the Connecticut Subclass.

212. Samsung's business acts and practices alleged herein constitute unfair, unconscionable and/or deceptive methods, acts or practices under the Connecticut Unlawful Trade Practices Act, Conn. Gen. Stat. § 42-110a, *et seq.* ("Connecticut UTPA").

213. At all relevant times, Samsung was and is a "person" within the meaning of Conn. Gen. Stat. § 42-110a(3).

214. Samsung's conduct, as set forth herein, occurred in the conduct of "trade" or "commerce" within the meaning of the Connecticut UTPA. Conn. Gen. Stat. § 42-110a(4).

215. The Connecticut UTPA prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b(a).

216. Samsung’s acts and practices, described herein, are unfair and unconscionable in violation of Connecticut law for the reasons stated in paragraphs 183-193, *supra*.

217. Samsung’s acts and practices also are deceptive in violation of Connecticut consumer law for the reasons stated in paragraphs 188-193, *supra*. Had Connecticut Plaintiff and the Connecticut Subclass members known that the Class Ranges were defective, they would not have purchased them or would not have purchased them at the prices they did.

218. Connecticut Plaintiff and Connecticut Subclass members suffered an ascertainable loss as a direct and proximate result of Samsung’s unfair and deceptive acts or practices. Among other injuries, Connecticut Plaintiff and Connecticut Subclass members overpaid for their Class Ranges, and their Class Ranges suffered a diminution in value.

219. Through its unfair and deceptive conduct, Samsung acquired Connecticut Plaintiff and the Connecticut Subclass members’ money directly and from its authorized resellers.

220. Connecticut Subclass Defendant was provided written notice of the claims of Connecticut Plaintiff and Connecticut Subclass members by letter on or about March 1, 2021.

221. Connecticut Plaintiff and the Connecticut Subclass members seek actual damages against Samsung in an amount to be determined at trial and statutory, treble, and/or punitive damages under the Connecticut UTPA, as well as an order enjoining Samsung's unfair, unlawful, and/or deceptive practices and awarding costs, attorneys' fees and restitution, disgorgement of funds, and any other just and proper relief available under the Connecticut UTPA.

COUNT V
Violations of the Florida Deceptive and Unfair Trade Practices Act
Fla. Stat. § 501.201 *et seq.* ("FDUTPA")
(On behalf of the Florida Subclass)

222. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

223. Plaintiffs Wesley and Peacock ("Florida Plaintiffs") bring this claim under the laws of Florida, individually and on behalf of the Florida Subclass.

224. Florida Plaintiffs and Florida Subclass members are "consumers" within the meaning of Fla. Stat. § 501.203(7).

225. Samsung engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

226. The FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1).

227. Samsung’s acts and practices, described herein, are unfair and unconscionable in violation of Florida law for the reasons stated in paragraphs 183-193, *supra*.

228. Samsung’s acts and practices also are deceptive in violation of Florida consumer law for the reasons stated in paragraphs 188-193, *supra*. Samsung’s omissions were material. Had Florida Plaintiffs and the Florida Subclass members known that the Class Ranges were defective, they would not have purchased them or would not have purchased them at the prices they did.

229. Florida Plaintiffs and Florida Subclass members suffered ascertainable loss as a direct and proximate result of Samsung’s unfair and deceptive acts or practices. Among other injuries, Florida Plaintiffs and Florida Subclass members overpaid for their Class Ranges, and their Class Ranges suffered a diminution in value.

230. Through its unfair and deceptive conduct, Samsung acquired Florida Plaintiffs and the Florida Subclass members’ money directly and from its authorized resellers.

231. Florida Plaintiffs and the Florida Subclass members are entitled to recover their actual damages, under Fla. Stat. § 501.211(2), and reasonable attorneys' fees under Fla. Stat. § 501.2105(1).

232. Florida Plaintiffs also seek an order enjoining Samsung's unfair and deceptive acts or practices pursuant to FLA. STAT. § 501.211, and any other just and proper relief available under the FDUTPA.

COUNT VI
Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act
Ill. Comp. Stat. § 505/1 *et seq.* ("ICFA")
(On Behalf of the Illinois Subclass)

233. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

234. Stephanie Freeman-Muhammad ("Illinois Plaintiff") brings this claim under the laws of Illinois, individually and on behalf of the Illinois Subclass.

235. Illinois Plaintiff and the Illinois Subclass members are "consumers" within the meaning of 815 Ill. Comp. Stat. § 505/1(e).

236. Illinois Plaintiff, Illinois Subclass members, and Samsung are "persons" within the meaning of 815 Ill. Comp. Stat. § 505/1(c).

237. Samsung engaged in "trade" or "commerce" within the meaning of 815 Ill. Comp. Stat. § 505/1(f).

238. Samsung engaged in the “sale” of “merchandise” as those terms are defined by 815 Ill. Comp. Stat. §§ 505/1(b) and (d).

239. Illinois 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.” 815 Ill Comp. Stat. § 505/2.

240. Samsung’s acts and practices, described herein, are unfair and unconscionable in violation of Illinois law for the reasons stated in paragraphs 183-193, *supra*.

241. Samsung’s acts and practices also are deceptive in violation of Illinois consumer law for the reasons stated in paragraphs 188-193, *supra*. Samsung’s omissions were material. Had Illinois Plaintiff and Illinois Subclass members known that the Class Ranges are defective, they would not have purchased them, would not have purchased them at the prices they did, or would have returned them during the remorse periods.

242. Illinois Plaintiff and Illinois Subclass members suffered injury in fact, including lost money or property, as a result of Samsung’s unlawful, unfair, and fraudulent acts and omissions.

243. Through its unlawful, unfair, and fraudulent conduct, Samsung acquired Illinois Plaintiff and Illinois Subclass members' money directly and from Samsung's authorized resellers (e.g., Best Buy, Home Depot, Lowe's, ABC Warehouse, etc.).

244. Pursuant to 815 Ill. Comp. Stat. § 505/10a(a), Illinois Plaintiff and the Illinois Subclass members seek actual, compensatory, and punitive damages (pursuant to 815 Ill. Comp. Stat. § 505/10a(c)), injunctive relief, and reasonable attorneys' fees and costs.

COUNT VII

Violations of the New York Deceptive Acts and Practices Act

N.Y. Gen. Bus. Law §§ 349, 350 (On Behalf of the New York Subclass)

245. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

246. Plaintiff Maleia Porter ("New York Plaintiff") brings this claim under the laws of New York, individually and on behalf of the New York Subclass.

247. New York Class members are "persons" within the meaning of the New York General Business Law ("GBL"). N.Y. Gen. Bus. Law § 349(h).

248. Samsung is a "person, firm, corporation or association or agent or employee thereof" within the meaning of the GBL. N.Y. Gen. Bus. Law § 349(b).

249. Samsung's conduct as alleged herein occurred in "the conduct of business, trade or commerce" within the meaning of GBL section 350.

250. Under GBL section 349, "[d]eceptive acts or practices in the conduct of any business, trade or commerce" are unlawful.

251. Section 350 also makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce[.]" False advertising includes "advertising, including labeling, of a commodity ... if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in the light of ... representations [made] with respect to the commodity...." N.Y. Gen. Bus. Law § 350-a.

252. Samsung's acts and practices, described herein, are deceptive, misleading, oppressive, unconscionable, and substantially injurious in violation of GBL sections 349 and 350 for the reasons stated in paragraphs 183-193, *supra*.

253. In the course of Samsung's business, it failed to disclose and actively concealed the Defect with the intent that consumers rely on that concealment in deciding whether to purchase a Class Range.

254. Samsung's deceptive acts or practices were materially misleading. Samsung's conduct was likely to, and did, mislead reasonable consumers, including New York Plaintiff, about the true performance and value of the Class Ranges.

255. New York Plaintiff and New York Subclass members reasonably relied on Samsung's partial misrepresentations and omissions of material facts when purchasing Class Ranges. New York Plaintiff and New York Subclass members were unaware of, and lacked a reasonable means of discovering, the material facts that Samsung suppressed. Had New York Plaintiff and New York Subclass members known that the Class Ranges were defective, they would not have purchased Class Ranges, would not have purchased them at the prices they did, or would have returned them during the remorse periods.

256. Samsung's actions set forth above occurred in the conduct of trade or commerce.

257. Samsung's misleading conduct concerns widely purchased consumer products and affects the public interest. Samsung's conduct includes unfair and misleading acts or practices that have the capacity to deceive consumers and are harmful to the public at large.

258. New York Plaintiff and New York Subclass members suffered ascertainable loss as a direct and proximate result of Samsung's GBL violations. Among other things, New York Plaintiff and New York Subclass members overpaid for their Class Ranges, and their Class Ranges suffered a diminution in value. These injuries are the direct and natural consequence of Samsung's material misrepresentations and omissions.

259. Accordingly, New York Plaintiff, individually and on behalf of the New York Subclass, requests that this Court enter such orders or judgments as may be necessary to enjoin Samsung from continuing its unfair and deceptive practices. Under the GBL, New York Plaintiff and New York Subclass members are entitled to recover their actual damages or \$50, whichever is greater. Additionally, because Samsung acted willfully or knowingly, New York Plaintiff and New York Subclass members seek three times their actual damages.

COUNT VIII

Violations of the Texas Deceptive Trade Practices–Consumer Protection Act Tex. Bus. & Com. Code Ann. § 17.41, *et seq.* (On Behalf of the Texas Subclass)

260. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

261. Donald Davis (“Texas Plaintiff”) brings this claim under the laws of Texas, individually and on behalf of the Texas Subclass.

262. Texas Plaintiff and Texas Subclass members are “consumers” within the meaning of the Texas Deceptive Trade Practices–Consumer Protection Act (“TDTPCPA”). *See* Tex. Bus. & Com. Code § 17.45(4).

263. Samsung is a “person” within the meaning of the TDTPCPA. *See* Tex. Bus. & Com. Code § 17.45(3).

264. The Class Ranges are “goods” within the meaning of the TDTPCPA. *See* Tex. Bus. & Com. Code § 17.45(1).

265. Samsung engaged in “commerce” in Texas within the meaning of the TDTPCPA. *See* Tex. Bus. & Com. Code § 17.45(6).

266. The TDTPCPA prohibits “[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce.” Tex. Bus. & Com. Code § 17.46(a). Specifically, the TDTPCPA declares unlawful: “passing off goods or services as those of another”; “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have”; “representing that goods or services are of a particular standard, quality, or grade, . . . if they are of another”; “advertising goods or services with intent not to sell them as advertised”; and “failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed[.]” Tex. Bus. & Com. Code § 17.46(b)(1), (5), (7), (9), (13), (24).

267. Samsung’s acts and practices, described herein, were misleading, false, and deceptive in violation of Texas consumer law for the reasons stated in paragraphs 183-193, *supra*.

268. Samsung's omissions were material. Had Texas Plaintiff and Texas Subclass members known that the Class Ranges were defective, they would not have purchased them or would not have purchased them at the prices they did.

269. As a direct and proximate result of Defendant's violations of the TDTPCPA, Texas Plaintiff and Texas Subclass members have suffered actual financial loss, actual damages, and injury in fact. Among other injuries, Texas Plaintiff and Texas Subclass members overpaid for their Class Ranges, and their Class Ranges suffered a diminution in value.

270. Through its unfair and deceptive conduct, Samsung acquired the money or property of Texas Plaintiff and Texas Subclass members directly and from Samsung's authorized resellers.

271. Samsung committed deceptive acts and practices with the intent that consumers, such as Texas Plaintiff and Texas Subclass members, would rely upon Samsung's representations and omission when deciding whether to purchase a Class Range.

272. Samsung's unlawful acts and practices affect the public interest and present a continuing safety risk to Texas Plaintiff and Texas Subclass members.

273. Samsung was provided written notice of the claims of Texas Plaintiff and Texas Subclass members by letter on or about March 1, 2021. If Samsung fails

to take the action requested in that letter by April 30, 2021, Texas Plaintiff and Texas Subclass members intend to amend this complaint to seek damages.

274. Texas Plaintiff and Texas Subclass members seek an order enjoining Samsung's unfair, unlawful and/or deceptive practices, awarding reasonable costs and attorneys' fees in addition to any other just and proper relief available under the TDTPCPA.

COUNT IX
Breach of Express Warranty
(On behalf of the New Jersey and Florida Subclasses)

275. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

276. Plaintiff D'Andrea brings this claim on behalf of himself and the New Jersey Subclass under New Jersey law, N.J.S.A. § 12A-313.

277. Plaintiffs Wesley and Peacock bring this claim on behalf of themselves and the Florida Subclass under Fla. Stat. § 672.313.

278. Samsung is a "merchant" as defined by these statutes.

279. The Class Ranges are "goods" as defined by these statutes.

280. Samsung provided a limited warranty that expressly warranted that Samsung would repair any defects in materials or workmanship free of charge during the applicable warranty periods.

281. Samsung breached its warranty by failing to provide an adequate repair when Plaintiff and the Class members sought repairs of the Class Ranges following manifestation of the Defect.

282. The warranty formed the basis of the bargain that was reached when Plaintiffs and Class members purchased their Class Ranges.

283. Plaintiffs and Class members experienced the Defect within the warranty period. Despite the existence of the express warranty and multiple repair attempts, Samsung failed to inform Plaintiffs and Class members of the Defect and failed to adequately repair the Defect.

284. As a result of Samsung's breach of its express warranty, Plaintiffs and Class members have suffered economic damages including, but not limited to, the loss of the benefit of their bargain, loss of range use, diminished value, substantial loss in value and resale value, out-of-pocket expenses to repair the Defect, and replacement costs that they otherwise would not have incurred but for the Defect.

285. Samsung was provided notice of the issues complained of herein within a reasonable time by numerous complaints online, consumer complaints and repair requests made directly to Samsung, and this lawsuit.

286. As a direct and proximate result of Defendant's breaches of express warranty, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT X
Breach of the Implied Warranty of Merchantability
(On behalf of the State Subclasses)

287. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

288. Plaintiff Alesia Charles brings this claim on behalf of the California Subclass, Stephen Kalpin brings this claim on behalf of the Connecticut Subclass, Kathy Wesley brings this claim on behalf of the Florida Subclass, Gary Owens brings this claim on behalf of the Georgia Class, Stephanie Freeman-Muhammad brings this claim on behalf of the Illinois Subclass, Joseph D’Andrea brings this claim on behalf of the New Jersey Subclass, Maleia Porter brings this claim on behalf of the New York Subclass, and Donald Davis brings this claim on behalf of the Texas Subclass, under each respective state’s statute modeled on Section 314 of the Uniform Commercial Code (“UCC”): Cal. Com. Code § 2314, Conn. Gen. Stat. Ann. § 42A-2-314, Fla. Stat. § 672.314, Ga. Code Ann. § 11-2-314, 810 Ill. Comp. Stat. 5/2-314, N.J.S.A. § 12A-314, N.Y. UCC Law § 2-314, 13 Pa. Cons. Stat. Ann. § 2314, and Tex. Bus. & Com. Code § 2.314.

289. Samsung is a “merchant” as defined by these statutes.

290. The Class Ranges are “goods” as defined by these statutes.

291. A warranty that the Class Ranges were in merchantable quality and condition arises by operation of law under these statutes with respect to transactions

for the purchase of Class Ranges. Samsung impliedly warranted that the Class Ranges were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and the absence of material defects, and that the ranges would pass without objection in the appliance trade.

292. The Class Ranges, when sold and at all times thereafter, were not in merchantable condition or fit for the ordinary purpose for which ranges are used. Specifically, the Class Ranges were not merchantable in that the Defect renders the ranges unfit ordinary cooking activities.

293. Samsung was provided notice of the issues complained of herein within a reasonable time by numerous complaints online, consumer complaints and repair requests made directly to Samsung, and this lawsuit.

294. Plaintiff and the other Class members have had sufficient direct dealings with either Samsung or its agents, including its authorized resellers, to establish privity of contract between Samsung on the one hand and Plaintiff and each Class member on the other hand. Regardless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between Samsung and its resellers, and specifically of Samsung's implied warranties. The resellers were not intended to be the ultimate consumers of the Class Ranges and have no rights under the warranty agreements provided with the Class

Ranges. The warranty agreements were designed for and intended to benefit consumer end-users only.

295. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Samsung to limit its implied warranty in a manner that would exclude or limit coverage for the Defect would be unconscionable. Samsung's warranties were adhesive and did not permit negotiations. Samsung possessed superior and exclusive knowledge of the Defect, which is a latent defect, prior to offering Class Ranges for sale. Samsung concealed and did not disclose the Defect, and Samsung did not remedy the Defect prior to sale or afterward. The Class Ranges are defective and substantially certain to fail before the end of their useful life.

296. As a direct and proximate result of the breach of these warranties, Plaintiffs and the Class Members were injured and are entitled to damages.

COUNT XI
Violations of the Magnuson–Moss Warranty Act (“MMWA”)
15 U.S.C. §§ 2301–2312
(On Behalf of the Class)

297. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

298. Plaintiffs bring this claim on behalf of themselves and the Class.

299. Plaintiffs are “consumers” within the meaning of the MMWA, 15 U.S.C. § 2301(3).

300. The Class contains at least 100 plaintiffs within the meaning of the MMWA, 15 U.S.C. § 2310(d)(3)(C).

301. Samsung is a “supplier” and “warrantor” within the meaning of the MMWA, 15 U.S.C. § 2301(4)-(5).

302. The Class Ranges are “consumer products” within the meaning of the MMWA, 15 U.S.C. § 2301(1).

303. 15 U.S.C. § 2310(d) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

304. Samsung’s express warranties are written warranties within the meaning of the MMWA, 15 U.S.C. § 2301(6). The Class Ranges’ implied warranties are covered under the MMWA, 15 U.S.C. § 2301(7).

305. Samsung breached its express and implied warranties as described in more detail above at paragraphs 275-296, *supra*. Without limitation, the Class Ranges contain the Defect that cause the ranges to be unsuitable for cooking, which renders the ranges unfit for their intended use and unsafe.

306. Plaintiffs and Class Members have afforded Samsung a reasonable opportunity to cure its breach of written warranties, and any further opportunity would be unnecessary and futile here as Samsung has failed to remedy the Defect.

307. At the time of sale of each Class Range, Samsung knew of its misrepresentations and omissions concerning the Class Ranges' inability to perform as warranted, but it nonetheless failed to rectify the situation and/or disclose the Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure under the MMWA and/or afford Samsung a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

308. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

309. Plaintiffs, individually and on behalf of the other Class Members, seek all damages permitted by law, including diminution in value of the Class Ranges, in an amount to be proven at trial.

COUNT XII
Fraud by Omission
(On Behalf of the Class and the State Subclasses)

310. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

311. Plaintiffs bring this claim individually and on behalf of the Class, or, in the alternative, Plaintiff Alesia Charles brings this claim on behalf of the California Subclass, Stephen Kalpin brings this claim on behalf of the Connecticut Subclass, Kathy Wesley brings this claim on behalf of the Florida Subclass, Gary Owens brings this claim on behalf of the Georgia Class, Stephanie Freeman-Muhammad brings this claim on behalf of the Illinois Subclass, Joseph D'Andrea brings this claim on behalf of the New Jersey Subclass, Maleia Porter brings this claim on behalf of the New York Subclass, and Donald Davis brings this claim on behalf of the Texas Subclass, under each respective state's law in which each respective Plaintiff purchased his or her Class Range.

312. Samsung made material omissions concerning a presently existing or past fact in violation of substantially identical common law. Samsung did not fully and truthfully disclose to its customers the true nature of the Defect. A reasonable consumer would not have expected the Defect in a new range and especially not a Defect that rendered the range unusable for ordinary purposes.

313. Samsung made these omissions with knowledge of their falsity and with the intent that Plaintiffs and Class Members rely upon them.

314. The facts concealed, suppressed, and not disclosed by Samsung to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase Class Ranges or pay a lesser price.

315. Samsung had a duty to disclose the true quality and reliability of the Class Ranges because the knowledge of the Defect and its details were known and/or accessible only to Samsung; Samsung had superior knowledge and access to the relevant facts; and Samsung knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members. Samsung also had a duty to disclose because it made many partial representations about the qualities and reliability of its ranges, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual reliability of their ranges.

316. Had Plaintiffs and the Class known about the defective nature of the Class Ranges, they would not have purchased the Class Ranges or would have paid less.

317. Plaintiffs and Class Members reasonably relied to their detriment upon Samsung's material omissions and suffered damages as a result. Samsung's conduct was willful, wanton, oppressive, reprehensible, and malicious. Consequently, based upon all the facts as alleged herein, Plaintiffs and Class Members are entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all other similarly situated, hereby request that this Court enter an Order against Samsung providing for the following:

- A. Certification of the proposed Class defined above, appointment of Plaintiffs and their counsel to represent the Class, and provision of notice to the Class;
- B. An order permanently enjoining Samsung from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- C. Injunctive relief in the form of a recall or free replacement program;
- D. Equitable relief, including in the form of buyback of the Class Ranges;
- E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;
- F. An Order requiring Samsung to pay pre- and post-judgment interest on any amounts awarded, as provided by law;
- G. An award of reasonable attorneys' fees and costs as permitted by law; and
- H. Such other or further relief as may be appropriate.

JURY DEMAND

Plaintiffs hereby demand a trial by jury for all claims so triable.

Dated: March 3, 2021

Respectfully submitted,

s/ Amey J. Park

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