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8 Attorneys for Plaintiffs  
9 Kimberly Chebegia and Kristopher Spear

10 **UNITED STATES DISTRICT COURT**  
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 KIMBERLY CHEBEGIA, and  
13 KRISTOPHER SPEAR, individually and  
14 on behalf of all others similarly situated,  
15  
16 Plaintiffs,

17 vs.

18 WHIRLPOOL CORPORATION, a  
19 Delaware corporation; DOES 1 through  
20 50, inclusive;  
21  
22 Defendants.

Case No.: '20CV2217 BEN JLB

**CLASS ACTION COMPLAINT  
FOR DAMAGES AND INJUNCTIVE  
RELIEF FOR:**

- 1. **STRICT LIABILITY: FAILURE TO WARN;**
- 2. **STRICT LIABILITY: MANUFACTURING DEFECT;**
- 3. **STRICT LIABILITY: DESIGN DEFECT-CONSUMER EXPECTATION;**
- 4. **STRICT LIABILITY: DESIGN DEFECT-RISK-BENEFIT;**
- 5. **NEGLIGENCE-MANUFACTURER OR SUPPLIER-DUTY TO WARN;**
- 6. **NEGLIGENCE: FAILURE TO RECALL/RETROFIT;**
- 7. **BREACH OF EXPRESS WARRANTY;**
- 8. **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY;**
- 9. **VIOLATIONS OF 15 U.S.C. §§ 2301, et seq.;**
- 10. **VIOLATIONS OF CAL. CIVIL CODE §§ 1790, et seq.;**
- 11. **VIOLATIONS OF CAL. CIVIL CODE §§ 1750, et seq.; AND**
- 12. **VIOLATIONS OF CAL. BUS. & PROF. CODE §§ 17200, et seq.**

**JURY TRIAL DEMANDED**

1 Plaintiffs Kimberly Chebegia and Kristopher Spear (hereinafter collectively  
2 referred to as “Plaintiffs”), individually and on behalf of all others similarly situated,  
3 allege upon information and belief as follows:

4 **INTRODUCTION**

5 1. This lawsuit alleges claims for relief for Strict Liability: Failure to Warn;  
6 Strict Liability: Manufacturing Defect; Strict Liability: Design Defect—Consumer  
7 Expectation; Strict Liability: Design Defect—Risk-Benefit; Negligence—  
8 Manufacturer or Supplier—Duty to Warn; Negligence: Failure to Recall/retrofit;  
9 Breach of Express Warranty; Breach of Implied Warranty of Merchantability;  
10 violations of 15 U.S.C. §§ 2301, *et seq.*, violations of Civil Code §§ 1790, *et seq.*;  
11 violations of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and violations of Cal. Civil  
12 Code §§ 1750, *et seq.* against Defendant Whirlpool Corporation for the manufacture,  
13 distribution and/or sale of combination refrigerator-freezers equipped with defective  
14 control panel parts, seeking damages and restitution, including the statutory damages  
15 and interest, as well as attorney’s fees and costs of this litigation.

16 **JURISDICTION AND VENUE**

17 2. This Court possesses subject matter jurisdiction over this action pursuant  
18 to 28 U.S.C. §§ 1332(d)(2) and (6) of the Class Action Fairness Act of 2005 because  
19 (i) there are at least 100 members of the Class (defined *infra*), (ii) the combined  
20 claims of all Class members exceed \$5,000,000, exclusive of interest and costs, and  
21 (iii) there is minimal diversity because at least one member of the Class is a citizen of  
22 a state different than at least one defendant.

23 3. Venue is proper in the United States District Court for the Central  
24 District of California, Southern Division pursuant to 28 U.S.C. §1391(b) because at  
25 all times relevant hereto, Defendants and each of them were doing business in this  
26 judicial district, and a substantial part of the events giving rise to the claim occurred  
27 in this judicial district; and by doing business in this judicial district and committing  
28 violations of the Business and Professions Code in this judicial district, Defendants’

1 conduct has had an adverse effect upon the finances of residents of this judicial  
2 district.

3 **PARTIES**

4 4. Plaintiff Kimberly Chebegia (or “Mrs. Chebegia”) is a citizen of the  
5 state of California. Mrs. Chebegia purchased and accepted delivery of a new  
6 KitchenAid Refrigerator, Model No. KRFF707ESS01 (S/N K64306682), in her home  
7 in California on or about November 14, 2016. After taking delivery, Mrs. Chebegia  
8 contacted Whirlpool customer service for Defendants to repair her Class Refrigerator  
9 and informed Defendants of the ice accumulation issue she was having with her Class  
10 Refrigerator. This contact put Defendants on notice of Mrs. Chebegia’s claim for a  
11 defect in her Class Refrigerator. Defendants’ customer service representative  
12 scheduled a service call with an authorized service provider, and the repairperson  
13 confirmed that ice had accumulated. Since taking delivery, her refrigerator’s “cntrl-  
14 elec” (Org. Manu. No. W10665178/Current Manu. No. **W10830278**) failed and was  
15 diagnosed for a fee of \$69.00 paid by Mrs. Chebegia on or about September 22, 2020.

16 5. Plaintiff Kristopher Spear (or “Mr. Spear”) is a citizen of the state of  
17 California. Mr. Spear purchased and accepted delivery of a new KitchenAid  
18 Refrigerator, Model No. KRFF707ESS01 (S/N K84700802), in his home in  
19 California on or about January 31, 2019. After taking delivery, Mr. Spear contacted  
20 Whirlpool customer service for Defendants to repair his Class Refrigerator and  
21 informed Defendants of the ice accumulation issue he was having with his Class  
22 Refrigerator. This contact put Defendants on notice of Mr. Spear’s claim for a defect  
23 in his Class Refrigerator. Defendants’ customer service representative scheduled a  
24 service call with an authorized service provider, and the repairperson confirmed that  
25 ice had accumulated. Since taking delivery, his refrigerator’s “cntrl-elec” (Org.  
26 Manu. No. W10665178/Current Manu. No. **W10830278**) has failed and been  
27 replaced on January 28, 2020, May 29, 2020, and September 21, 2020; its other  
28 “cntrl-elec” (Org. Manu. No. W10635302, W10790783, W10814803, W11113852 or

1 W11185975)/Current Manu. No. **W10830288**) has failed and been replaced on  
2 January 28, 2020 and September 21, 2020; its “panel-ui” (Org. Manu. No.  
3 W10838861)/Current Manu. No. **W11089930**) has failed and been replaced on  
4 January 28, 2020; and its “thermistor” (Org. Manu. No. AP4538142, 12791417,  
5 12791417SP, 12791419SP, W10280385, W10280386, W10308052, W10323459,  
6 W10438639, W10438761, W10452402 or WPW10323459)/Current Manu. No.  
7 **W10316760**) has failed and been replaced on September 21, 2020. Mr. Spears has  
8 paid a out-of-pocket fee of \$75.00 for such repairs occurring on September 21, 2020.

9         6. Defendant Whirlpool Corporation (NYSE: WHR) (or “Whirlpool”) is a  
10 Delaware corporation, who is registered to do business in California as a foreign  
11 corporation. Whirlpool represents, in its 2019 Form 10-K filed with the U.S.  
12 Securities and Exchange Commission, that, “In the United States, we market and  
13 distribute major home appliances and small domestic appliances primarily under the  
14 Whirlpool, Maytag, KitchenAid, JennAir, Amana, Roper, Admiral, Affresh and  
15 Gladiator brand names primarily to retailers, distributors and builders.” Whirlpool  
16 further represents in its 2019 Form 10-K that, “Whirlpool Corporation, a Delaware  
17 corporation, manufactures products in 13 countries and markets products in nearly  
18 every country around the world under brand names such as Whirlpool, KitchenAid,  
19 Maytag, Consul, Brastemp, Amana, Bauknecht, JennAir, Indesit and Hotpoint\*.”  
20 Whirlpool further represents in its 2019 Form 10-K that, “We have been and may be  
21 exposed to product-related liabilities, which in some instances may result in product  
22 redesigns, product recalls, or other corrective action.” Whirlpool further represents in  
23 its 2019 Form 10-K that, “We use a wide range of materials and components in the  
24 global production of our products, which come from numerous suppliers around the  
25 world.”

26         7. Defendants DOES 1 through 25 inclusive participated in or controlled  
27 the design, sale, manufacture, and distribution of said Control Panels and/or are  
28 Defendants’ alter egos. Plaintiffs are ignorant of the true names and/or capacities of

1 DOES 1 through 25 and will seek leave to name them in this case if and when  
2 Plaintiffs ascertain their names and capacities.

3 8. Defendants DOES 26 through 50 inclusive are manufacturers and  
4 distributors of Control Panels sold and distributed in California. Plaintiff is ignorant  
5 of the true names and/or capacities of DOES 26 through 50 and will seek leave to  
6 name them in this case if and when Plaintiffs ascertain their names and capacities.

7 9. The true names and capacities of Defendants DOES 1 through 50 are  
8 unknown to Plaintiff, and Plaintiff will seek leave of court to amend this complaint to  
9 allege such names and capacities as soon as they are ascertained. Each of the  
10 Defendants herein was the agent, joint venturer, or employee of each of the remaining  
11 Defendants, and in doing the things hereinafter alleged, each was acting in the course  
12 and scope of said agency, employment or joint venture with advance knowledge of,  
13 acquiescence in or subsequent ratification of the acts of each and every other  
14 remaining defendant. Each of Defendants 1 through 50 is responsible, legally,  
15 negligently or in some other actionable manner, for the events and happenings  
16 hereinafter referred to, and caused injuries and damages proximately thereby to  
17 Plaintiffs and the Class as hereinafter alleged, either through co-defendants' conduct  
18 or through the authorized and/or ratified conduct of its agents, servants or employees  
19 or in some other manner.

20 10. Whirlpool, DOES 1 through 25, and DOES 26 through 50 are  
21 collectively referred to herein as "Defendants."

22 **CLASS ACTION ALLEGATIONS**

23 11. Plaintiffs bring this action on behalf of themselves and on behalf of all  
24 others similarly situated. Specifically, Plaintiffs seek to represent, and are members  
25 of the proposed Class, defined as follows:

26 All persons in the United States and its territories who (a) purchased and took  
27 delivery of one of Class Refrigerators, defined as refrigerator-freezer models  
28 identified in Exhibit 1 to this Complaint, (b) acquired one of the Class

1 Refrigerators as part of the purchase or remodel of a home, or (c) received as a  
2 gift, from a donor meeting requirements (a) or (b), one of the Class  
3 Refrigerators not used by the donor or by anyone else after the donor  
4 purchased the Class Refrigerator and before the donor gave one of the Class  
5 Refrigerators to such person (the “Class”) at any time commencing four years  
6 prior to the filing date of this Complaint through the date of trial (the “Class  
7 Period”). Defendants and their respective directors, officers, employees, legal  
8 representatives, and/or agents are excluded from the Class.

9 12. Plaintiffs reserve the right to redefine the Class and/or define sub-classes  
10 as warranted, and as additional facts are learned as a result of further investigation  
11 and discovery.

12 13. There is sufficient numerosity of Class members to certify this action as  
13 a Class so as to promote the expeditious, judicially economical and practical  
14 adjudication of this matter on behalf of all members of the Class whose individual  
15 claims are too numerous and impractical to litigate individually. Joinder of the  
16 unnamed Class members on an individual basis would be impracticable in light of  
17 their number and their locations throughout the United States of America.

18 14. Reasonably available means of identifying class members (at the  
19 appropriate time following class certification) exist.

20 15. There is a well-defined community of interest in the question of law and  
21 fact involving Plaintiffs and the Class. The questions of law and fact to the Class  
22 predominates over questions which may affect individual Class members, including  
23 the following:

- 24 a. Whether the Class Refrigerators and/or the Control Panels (defined  
25 *infra*) are defective;
- 26 b. Whether the the Control Panels have an impeded useful life;
- 27 c. Whether the Class Refrigerators and/or the Control Panels serve their  
28 intended purposes;

- 1 d. Whether the Control Panels impede the useful lives of the Class
- 2 Refrigerators;
- 3 e. Whether the Control Panels cause damage to other components;
- 4 f. Whether Defendants had a duty to disclose the defective nature of the
- 5 Control Panels;
- 6 g. Whether Defendants are responsible for the costs and expenses of
- 7 repairing and replacing the defective Control Panels, including
- 8 applicable labor costs;
- 9 h. Whether Defendants breached the implied warranty of merchantability;
- 10 i. Whether Defendants breached their express warranties; and
- 11 j. Whether Defendants engaged in unfair, unlawful, and fraudulent acts.

12 16. The named Plaintiffs' claims are typical of those of the Class.

13 17. The named Plaintiffs can fairly and adequately represent the Class  
14 because they are Class members, have claims that are typical of the Class, and they  
15 have no interests antagonistic to the Class. There are no predominately unique or  
16 individualized defenses anticipated in this action that might be asserted against  
17 Plaintiffs individually, as distinguished from the Class.

18 18. Plaintiffs have retained counsel who are competent, qualified, and  
19 experienced in large class actions, multiparty complex cases and product defect cases,  
20 and there is no reason why they cannot adequately represent the Class. Plaintiffs  
21 have incurred and, during the pendency of this action, will incur expenses for  
22 attorneys' fees and costs herein. Such attorneys' fees and costs are necessary for the  
23 prosecution of this action and will result in a benefit to the Class. This action will  
24 result in the enforcement of important rights supported by strong public policy  
25 affecting the public interest, conferring a significant benefit to the general public and  
26 a large class of persons.

1 19. A class action is a superior method for the fair and efficient adjudication  
2 of this controversy since the damage to each victim is relatively small, making it  
3 economically infeasible to pursue lawful remedies other than by a class action.

4 20. Additionally, Defendants and each of them have acted on grounds  
5 generally applicable to all members of the Class, thereby making appropriate final  
6 injunctive relief with respect to the Class as a whole.

7 **ADDITIONAL FACTUAL ALLEGATIONS**

8 21. Defendants designed, manufactured and/or sold combination  
9 refrigerator-freezers equipped with control panel parts, including “cntrl-elec” (Org.  
10 Manu. No. W10665178/Current Manu. No. **W10830278**) and “cntrl-elec” (Org.  
11 Manu. No. W10635302, W10790783, W10814803, W11113852 or  
12 W11185975)/Current Manu. No. **W10830288**) (“Control Panels”). Defendants  
13 designed, created product materials for, designed instructions for, caused the  
14 manufacture of, marketed, advertised, distributed and sold refrigerator-freezer models  
15 equipped with the Control Panels (“Class Refrigerators”), and Plaintiffs and the Class  
16 purchased one of the Class Refrigerators with the Control Panels in them during the  
17 Class Period.

18 22. Exhibit 1 to this Complaint lists the refrigerator-freezer models that were  
19 designed, manufactured, marketed, advertised, distributed and sold with the Control  
20 Panels and purchased by Plaintiffs and the Class members during the Class Period.  
21 Defendants are in possession of part numbers, UPCs, descriptions, and/or  
22 representations of additional Class Refrigerators that Plaintiffs may use to supplement  
23 the list of refrigerator-freezer models containing Control Panels in an amended  
24 complaint.

25 23. The Control Panels are defective in that their premature failure and/or  
26 malfunction causes (i) the defrost function to fail; (ii) ice to accumulate on the outside  
27 of the Class Refrigerators’ doors, which if left to continue, the ice build up will  
28 prevent the doors from closing, and resulting in leaks to areas within, below, and



1 surrounding the Class Refrigerators; and (iii) an impediment to the useful life of  
2 Class Refrigerators. The Control Panels' defects also damage and impede the useful  
3 life of other components in Class Refrigerators including, but not limited to, the  
4 evaporator coils, panels, and/or thermistors, and homes including, but not limited to,  
5 places near and around one of the Class Refrigerators. The Control Panels fail in  
6 performing their intended purposes as a result of their defects. The Control Panels'  
7 defects also cause other components in Plaintiffs' Class Refrigerators, including but  
8 not limited to its evaporator coils and/or defrost function, to fail to perform their  
9 intended purposes.

10         24. Defendants knew or reasonably should have known that the Control  
11 Panels are defective in that their failure causes the defrost function to fail; causes ice  
12 accumulates on the outside of the Class Refrigerators' doors, and if left to continue,  
13 the ice build up will prevent the doors from closing and resulting in leaks to areas  
14 within below and surrounding the Class Refrigerators; and have impeded the useful  
15 life of Class Refrigerators. Defendants knew or reasonably should have known that  
16 the Control Panels' defects also damage and impede the useful life of other  
17 components in Class Refrigerators and homes including, but not limited to, the  
18 evaporator coils, panels, thermistors, and/or home interior near and around the  
19 leaking Class Refrigerators. Defendants knew or reasonably should have known that  
20 the Control Panels fail in performing their intended purposes as a result of their  
21 defects. Defendants knew or reasonably should have known that the Control Panels'  
22 defects also cause other components in Plaintiffs' Class Refrigerators, including but  
23 not limited to its evaporator coils and/or defrost function, to fail their intended  
24 purposes.

25         25. Due to their faulty, defective, and careless design, as described herein,  
26 the Control Panels do not operate properly under normal conditions. The Control  
27 Panels cause a build-up of ice and excess water outside of the Class Refrigerators.  
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1           26. The defective Control Panels cause damage to and necessitate costly  
2 repairs to the Class Refrigerators themselves. The build-up of ice and excess water  
3 outside of the Class Refrigerators caused by the defective Control Panels also cause  
4 damage to and necessitate costly repairs to other property in the surrounding area,  
5 including but not limited to floors, baseboards, walls, kitchen cabinetry and other  
6 appliances in the vicinity. There is also a risk of food spoiling while the Class  
7 Refrigerators are out of commission due to the failure of the Control Panels and  
8 repairs necessitated thereby. In addition, the build-up of ice and excess water outside  
9 of the Class Refrigerators caused by the Control Panels' defects also pose a risk of  
10 serious physical injuries such as the risks of slipping and electrical shock when  
11 leaking in the vicinity of electrical cabling, outlets and other appliances.

12           27. The Control Panels continue to fail and are unreliable, necessitating  
13 repairs, damaging and posing the risk of damaging other property, risking serious  
14 physical injuries and causing Plaintiffs and the Class to incur substantial costs.

15           28. Hundreds, if not thousands, of purchasers of Class Refrigerators are  
16 equipped with Defendants' defective Control Panels, exposing all of them to injuries,  
17 including but not limited to financial injuries incurred to repair and replace  
18 components in the Class Refrigerators, financial injuries incurred to replace food due  
19 to the Class Refrigerators not operating properly and/or non-functioning, financial  
20 injuries to repair and replace other property damaged by build-up of ice and excess  
21 water outside of the Class Refrigerators caused by the Control Panels' defects, and  
22 physical injuries due to hazards such as slipping and electrical shock.

23           29. Defendants knew or reasonably should have known about the Control  
24 Panels defects through internal reports and/or sources not available to the public or  
25 consumers, e.g. direct consumer complaints about ice build-up and excess water  
26 outside of the Class Refrigerators made to Defendants, warranty reimbursement  
27 requests and repair orders for replacement of the Control Panels in Class  
28 Refrigerators, Defendants' testing conducted in response to warranty reimbursement

1 requests and repair orders for replacement of the Control Panels in Class  
2 Refrigerators, replacement part sales data, and other internal sources of aggregate  
3 information about the such defects.

4 30. Defendants knew or reasonably should have known about the Control  
5 Panels' defects, but chose not to inform the public, the Plaintiffs or the Class before  
6 their purchases about these defects and risks and not to issue a recall on the Class  
7 Refrigerators, all in order to increase Defendants' profits.

8 31. The existence of the Control Panels defects are a material fact that a  
9 reasonable consumer would consider important when deciding whether to purchase  
10 one of Class Refrigerators. Had Plaintiffs known that their refrigerator-freezers were  
11 equipped with defective Control Panels, they would not have purchased their  
12 refrigerator-freezers.

13 32. Consumers, like Plaintiffs, reasonably expect that their Class  
14 Refrigerators' component parts, including the Control Panels, are free of defects and  
15 will function in a manner that will not cause damage. Plaintiffs and Class further  
16 reasonably expected that Defendants would not manufacture, market, distribute,  
17 and/or sell the Class Refrigerators and/or the Control Panels with known defects, and  
18 would disclose any such defects when known.

19 33. Plaintiffs and the Class have suffered and/or has been in danger of  
20 suffering injury and/or significant property damage and/or physical harm due to the  
21 Control Panels.

22 34. The cost of the replacement of the Control Panels and repairs for the  
23 damages caused by the Control Panels are significant, and cost hundreds of dollars.

24 **FIRST CLAIM FOR RELIEF**  
25 **Strict Liability—Failure to Warn**  
26 **(On Behalf of Plaintiffs and the Class Against Defendants)**

27 35. Plaintiffs hereby incorporate by this reference each and every preceding  
28 paragraph of this Complaint as if fully set forth herein.

1           36. Defendants manufactured, distributed, and/or sold the Class  
2 Refrigerators containing the Control Panels as component parts of the Class  
3 Refrigerators. Additionally, Defendants manufactured, distributed, and/or supplied  
4 the Control Panels, which were integrated into the Class Refrigerators, and  
5 substantially participated in the integration of the Control Panels into the design of  
6 the Class Refrigerators.

7           37. The Class Refrigerators and/or the Control Panels were defective due to  
8 inadequate warnings or instruction for use, both prior to marketing and post-  
9 marketing.

10           38. The Class Refrigerators and/or the Control Panels had risks that were  
11 known or knowable in light of the scientific knowledge that was generally accepted at  
12 the time of manufacture, distribution, and/or sale.

13           39. The risks in the Class Refrigerators and/or the Control Panels presented  
14 a substantial danger when the Control Panels were used or misused in an intended or  
15 reasonably foreseeable way.

16           40. Ordinary consumers would not have recognized the potential risks.

17           41. Defendants knew or reasonably should have known that the Class  
18 Refrigerators and/or the Control Panels created significant risks to consumers.

19           42. Defendants failed to adequately warn consumers of such risks.

20           43. Plaintiffs and the Class suffered harm, damages and economic losses,  
21 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
22 loss in the future.

23           44. Defendants' conduct was a substantial factor in causing and proximately  
24 caused Plaintiffs' and the Class' harm, damages and economic losses.

25           45. Defendants' conduct was gross, reckless, and in bad faith or willful  
26 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
27 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
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1 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
2 under the law.

3 **SECOND CLAIM FOR RELIEF**  
4 **Strict Liability—Manufacturing Defect**  
5 **(On Behalf of Plaintiffs and the Class Against Defendants)**

6 46. Plaintiffs hereby incorporate by this reference each and every preceding  
7 paragraph of this Complaint as if fully set forth herein.

8 47. Defendants manufactured, distributed, and/or sold the Class  
9 Refrigerators containing the Control Panels as component parts of the Class  
10 Refrigerators. Additionally, Defendants manufactured, distributed, and/or supplied  
11 the Control Panels, which were integrated into the Class Refrigerators, and  
12 substantially participated in the integration of the Control Panels into the design of  
13 the Class Refrigerators.

14 48. The Class Refrigerators and/or the Control Panels contained a  
15 manufacturing defect when they left Defendants' possession.

16 49. Plaintiffs and the Class suffered harm, damages and economic losses,  
17 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
18 loss in the future.

19 50. The Class Refrigerators' defects, and each of them, and/or the Control  
20 Panels' defects, and each of them, were a substantial factor in causing and  
21 proximately caused Plaintiffs' and the Class' harm, damages and economic losses.

22 51. Defendants' conduct was gross, reckless, and in bad faith or willful  
23 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
24 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
25 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
26 under the law.

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**THIRD CLAIM FOR RELIEF**  
**Strict Liability—Design Defect—Consumer Expectation**  
**(On Behalf of Plaintiffs and the Class Against Defendants)**

52. Plaintiffs hereby incorporate by this reference each and every preceding paragraph of this complaint as if fully set forth herein.

53. Defendants manufactured, distributed, and/or sold the Class Refrigerators containing the Control Panels as component parts of the Class Refrigerators. Additionally, Defendants manufactured, distributed, and/or supplied the Control Panels, which were integrated into the Class Refrigerators, and substantially participated in the integration of the Control Panels into the design of the Class Refrigerators.

54. The Class Refrigerators and/or the Control Panels did not perform as safely as an ordinary consumer would have expected it to perform when used or misused in an intended or reasonably foreseeable way.

55. Plaintiffs and the Class suffered harm, damages and economic losses, and Plaintiffs and the Class will continue to suffer such harm, damages and economic loss in the future.

56. The Class Refrigerators’ and/or the Control Panels’ failure to perform safely was a substantial factor in causing and proximately caused Plaintiffs’ and the Class’ harm, damages and economic losses.

57. Defendants’ conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiffs and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice under the law.

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**FOURTH CLAIM FOR RELIEF**  
**Strict Liability—Design Defect—Risk-Benefit**  
**(On Behalf of Plaintiffs and the Class Against Defendants)**

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4 58. Plaintiffs hereby incorporate by this reference each and every preceding  
5 paragraph of this Complaint as if fully set forth herein.

6 59. Defendants manufactured, distributed, and/or sold the Class  
7 Refrigerators containing the Control Panels as component parts of the Class  
8 Refrigerators. Additionally, Defendants manufactured, distributed, and/or supplied  
9 the Control Panels, which were integrated into the Class Refrigerators, and  
10 substantially participated in the integration of the Control Panels into the design of  
11 the Class Refrigerators.

12 60. Plaintiffs and the Class suffered harm, damages and economic losses,  
13 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
14 loss in the future.

15 61. The Class Refrigerators' design and/or the Control Panels' design was a  
16 substantial factor in causing and proximately caused Plaintiffs' and the Class' harm,  
17 damages and economic losses.

18 62. The benefits of the Class Refrigerators' design and/or the Control  
19 Panels' design outweigh the risks of the design.

20 63. Defendants' conduct was gross, reckless, and in bad faith or willful  
21 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
22 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
23 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
24 under the law.

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**FIFTH CLAIM FOR RELIEF**

**Negligence—Manufacturer or Supplier—Duty to Warn  
(On Behalf of Plaintiffs and the Class Against Defendants)**

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4 64. Plaintiffs hereby incorporate by this reference each and every preceding  
5 paragraph of this complaint as if fully set forth herein.

6 65. Defendants manufactured, distributed, and/or sold the Class  
7 Refrigerators containing the Control Panels as component parts of the Class  
8 Refrigerators. Additionally, Defendants manufactured, distributed, and/or supplied  
9 the Control Panels, which were integrated into the Class Refrigerators, and  
10 substantially participated in the integration of the Control Panels into the design of  
11 the Class Refrigerators.

12 66. Defendants knew or reasonably should have known that the Class  
13 Refrigerators and/or the Control Panels were dangerous or were likely to be  
14 dangerous when used or misused in a reasonably foreseeable manner.

15 67. Defendants knew or reasonably should have known that Plaintiffs and  
16 the Class would not realize the danger.

17 68. Defendants failed to adequately warn of the danger.

18 69. A reasonable manufacturer, distributor and/or seller under the same or  
19 similar circumstances would have warned of the danger.

20 70. Plaintiffs and the Class suffered harm, damages and economic losses,  
21 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
22 loss in the future.

23 71. Defendants' failure to warn was a substantial factor in causing and  
24 proximately caused Plaintiffs' and the Class' harm, damages and economic losses.

25 72. Defendants' conduct was gross, reckless, and in bad faith or willful  
26 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
27 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
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1 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
2 under the law.

3 **SIXTH CLAIM FOR RELIEF**  
4 **Negligence— Failure To Recall/Retrofit**  
5 **(On Behalf of Plaintiffs and the Class Against Defendants)**

6 73. Plaintiffs hereby incorporate by this reference each and every preceding  
7 paragraph of this complaint as if fully set forth herein.

8 74. Defendants manufactured, distributed, and/or sold the Class  
9 Refrigerators containing the Control Panels as component parts of the Class  
10 Refrigerators. Additionally, Defendants manufactured, distributed, and/or supplied  
11 the Control Panels, which were integrated into the Class Refrigerators, and  
12 substantially participated in the integration of the Control Panels into the design of  
13 the Class Refrigerators.

14 75. Defendants knew or reasonably should have known that the Class  
15 Refrigerators and/or the Control Panels were dangerous or were likely to be  
16 dangerous when used in a reasonably foreseeable manner.

17 76. Defendants became aware of the Class Refrigerators' defects and/or the  
18 Control Panels' defects after the Class Refrigerators containing the Control Panels  
19 were sold.

20 77. Defendants failed to recall/retrofit and/or warn of the danger of the Class  
21 Refrigerators and/or the Control Panels.

22 78. A reasonable manufacturer, distributor and/or seller under the same or  
23 similar circumstances would have recalled/retrofitted and/or warned of the danger.

24 79. Plaintiffs and the Class suffered harm, damages and economic losses,  
25 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
26 loss in the future.

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1 80. Defendants' failure to recall/retrofit and/or failure to warn was a  
2 substantial factor in causing and proximately caused Plaintiffs' and the Class' harm,  
3 damages and economic losses.

4 81. Defendants' conduct was gross, reckless, and in bad faith or willful  
5 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
6 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
7 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
8 under the law.

9 **SEVENTH CLAIM FOR RELIEF**  
10 **Breach of Express Warranty**  
11 **(On Behalf of Plaintiffs and the Class Against Defendants)**

12 82. Plaintiffs hereby incorporate by this reference each and every preceding  
13 paragraph of this complaint as if fully set forth herein

14 83. Defendants made written and/or expressed warranties that the Class  
15 Refrigerators were free of defects such that they would properly perform as intended  
16 and published factual descriptions of the essential functions, expected performance  
17 and expected useful life of the Class Refrigerators, in their user guides, sales  
18 materials and websites.

19 84. The Class Refrigerators and/or the Control Panels contained defects,  
20 were not fit for the ordinary purposes for which such goods are used, and did not  
21 perform as promised.

22 85. Plaintiffs and the Class took reasonable steps to notify Defendants  
23 within a reasonable time of discovery that their Class Refrigerators were not as  
24 represented, were not fit for the ordinary purposes for which such goods are used,  
25 and/or did not perform as promised, whether or not Defendants received such notice.

26 86. Defendants failed to repair Plaintiffs' and the Class' Class Refrigerators  
27 as required by its written warranties.  
28

1 87. Plaintiffs and the Class suffered harm, damages and economic losses,  
2 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
3 loss in the future.

4 88. The failure of the Class Refrigerators and/or the failure of the Control  
5 Panels were a substantial factor in causing and proximately caused Plaintiffs' and the  
6 Class' harm, damages and economic losses.

7 89. Defendants' conduct was gross, reckless, and in bad faith or willful  
8 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
9 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
10 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
11 under the law.

12 **EIGHTH CLAIM FOR RELIEF**  
13 **Breach of Implied Warranty of Merchantability**  
14 **(On Behalf of Plaintiffs and the Class Against Defendants)**

15 90. Plaintiffs hereby incorporate by this reference each and every preceding  
16 paragraph of this complaint as if fully set forth herein.

17 91. Plaintiffs and the Class purchased Class Refrigerators from Defendants.

18 92. At the time of Plaintiffs' and the Class' purchases, Defendants were in  
19 the business of selling the Class Refrigerators.

20 93. The Class Refrigerators and/or the Control Panels contained defects,  
21 were not fit for the ordinary purposes for which such goods are used, and did not  
22 perform as promised.

23 94. Plaintiffs and the Class took reasonable steps to notify Defendants  
24 within a reasonable time of discovery that their Class Refrigerators were not as  
25 represented, were not fit for the ordinary purposes for which such goods are used,  
26 and/or did not perform as promised.

27 95. Defendants failed to repair Plaintiffs' and the Class' Class Refrigerators  
28 as required by its written warranties.

1 96. Plaintiffs and the Class suffered harm, damages and economic losses,  
2 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
3 loss in the future.

4 97. The failure of the Class Refrigerators and/or the Control Panels to have  
5 the expected quality was a substantial factor in causing and proximately caused  
6 Plaintiffs' and the Class' harm, damages and economic losses.

7 98. Defendants' conduct was gross, reckless, and in bad faith or willful  
8 disregard of the rights and interest of Plaintiffs and the Class. Defendants acted  
9 intentionally, maliciously, and oppressively, with a willful and conscious disregard of  
10 the rights of Plaintiffs and the Class, so as to constitute oppression, fraud, or malice  
11 under the law.

12 **NINTH CLAIM FOR RELIEF**

13 **Violations of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.**  
14 **(On Behalf of Plaintiffs and the Class Against Defendants)**

15 99. Plaintiffs hereby incorporate by this reference each and every preceding  
16 paragraph of this complaint as if fully set forth herein.

17 100. The subject Class Refrigerators and their Control Panels are "consumer  
18 products," as defined in the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

19 101. Plaintiffs and the Class are "consumers," as defined in the Magnuson-  
20 Moss Warranty Act, 15 U.S.C. § 2301(3).

21 102. Defendants are "suppliers" and "warrantors," as defined in the  
22 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4) and (5).

23 103. Defendants provided Plaintiffs and the Class with "implied warranties"  
24 as defined in the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

25 104. Defendants breached these implied warranties as described herein,  
26 including, but not limited to, Defendants' manufacture of defective Control Panels  
27 which caused damages to Plaintiffs and the Class. Said damages include, but are not  
28

1 limited to, the diminished value of Plaintiffs' and the Class' Class Refrigerators  
2 and/or real property.

3 105. Defendants warranted that the Class Refrigerators were fit for their  
4 ordinary use of refrigerating and freezing food as designed, manufactured, and  
5 marketed, and were adequately packaged and labeled. Defendants' Class  
6 Refrigerators share common defects in that they contain Control Panels that The  
7 Control Panels are defective in that their premature failure and/or malfunction causes  
8 (i) the defrost function to fail; (ii) ice to accumulate on the outside of the Class  
9 Refrigerators' doors, and if left to continue, the ice build up will prevent the doors  
10 from closing and resulting in leaks to areas within below and surrounding the Class  
11 Refrigerators; and (iii) an impediment to the useful life of Class Refrigerators. The  
12 Control Panels' defects also damage and impede the useful life of other components  
13 in Class Refrigerators and homes including, but not limited to, the evaporator coils,  
14 panels, thermistors, and/or home interior near and around the leaking Class  
15 Refrigerators. The Control Panels fail in performing their intended purposes as a  
16 result of their defects. The Control Panels' defects also cause other components in  
17 Plaintiffs' Class Refrigerators, including but not limited to its evaporator coils and/or  
18 defrost function, to fail their intended purposes.

19 106. By Defendants' conduct as described herein, including Defendants'  
20 knowledge of the defects inherent in the Control Panels, and their action and inaction  
21 while knowing of the defects, Defendants failed to comply with their obligations  
22 under their written and implied promises, warranties, and representations.

23 107. As warrantors, and by the conduct described herein, Defendants  
24 improperly attempted to limit their implied warranties to exclude coverage for the  
25 defective Control Panels and made it next to impossible to determine which, if any,  
26 express warranties applied to their products. Said conduct was unconscionable, and  
27 any such effort to disclaim or otherwise limit liability for the defectives in the Control  
28 Panels is null and void.

1 108. Plaintiffs and the Class are intended third-party beneficiaries of contracts  
2 between Defendants and merchants, retailers, contractors, and/or installers of  
3 Defendants' Class Refrigerators, including the implied warranties therefor, such that  
4 direct privity of contract is not required. Merchants, retailers, contractors, and/or  
5 installers are not the intended end-users or consumers of Defendants' Class  
6 Refrigerators. Defendants' Class Refrigerators and accompanying warranties are for  
7 the benefit of end-users and consumers such as Plaintiffs and the Class.

8 109. The Control Panels are dangerous instrumentalities due to the  
9 aforementioned defects and nonconformities alleged herein such that direct privity of  
10 contract between the parties is not required.

11 110. Pursuant to 15 U.S.C. § 2310(e), notice to Defendants with an  
12 opportunity to cure on behalf of the Class is not yet required for Plaintiffs to bring  
13 this Class Action.

14 111. Defendants failed to remedy the defective Control Panels and/or  
15 reimburse for out-of-pocket expenses incurred due to the defectives in the Control  
16 Panels despite Plaintiffs' and the Class' complaints and/or service calls, such that  
17 compliance with any informal dispute procedure is excused as futile. Compliance  
18 with any informal dispute procedure is further excused as futile because Defendants  
19 were aware that the Control Panels would not perform as warranted and yet continued  
20 to place their Class Refrigerators in the marketplace without remedy or any disclosure  
21 of their defects.

22 112. As a result of Defendants' breach of implied warranties, Plaintiffs and  
23 the Class are entitled to revoke their acceptance of the Class Refrigerators equipped  
24 with Control Panels, obtain damages and equitable relief, and obtains costs pursuant  
25 to 15 U.S.C. § 2310(d).

26 113. Further, Plaintiffs and the Class are entitled to equitable relief under 15  
27 U.S.C. § 2310(d)(1). Based on Defendants' continuing failure to fix the known  
28 dangerous defects, Plaintiffs seeks a declaration that Defendants have not adequately

1 implemented their recall commitments and requirements and general commitments to  
2 fix their failed processes, and injunctive relief in the form of judicial supervision over  
3 the recall process is warranted. Plaintiffs also seek the establishment of a Defendant-  
4 funded program for Plaintiffs and the Class to recover out-of-pocket costs incurred,  
5 as discussed above.

6 **TENTH CLAIM FOR RELIEF**  
7 **Violations of Song-Beverly Consumer Warranty Act,**  
8 **Cal. Civil Code §§ 1790, *et seq.***  
9 **(On Behalf of Plaintiffs and the Class Against Defendants)**

10 114. Plaintiffs hereby incorporate by this reference each and every preceding  
11 paragraph of this complaint as if fully set forth herein.

12 115. Plaintiffs and the Class purchased Class Refrigerators from, distributed  
13 by, and/or manufactured by Defendants.

14 116. Defendants made written and/or expressed warranties that the Class  
15 Refrigerators were free of defects such that they would properly perform as intended  
16 and published factual descriptions of the essential functions, expected performance  
17 and expected useful life of the Class Refrigerators, in their user guides, sales  
18 materials and websites.

19 117. The Class Refrigerators and/or the Control Panels contained defects,  
20 were not fit for the ordinary purposes for which such goods are used, and did not  
21 perform as promised.

22 118. Plaintiffs and the Class took reasonable steps to notify Defendants  
23 within a reasonable time of discovery that their Class Refrigerators were not as  
24 represented, were not fit for the ordinary purposes for which such goods are used,  
25 and/or did not perform as promised.

26 119. Defendants failed to repair Plaintiffs' and the Class' Class Refrigerators  
27 as required by its written warranties after a reasonable number of opportunities.  
28

1 120. Defendants reimburse Plaintiffs and the Class an amount of money equal  
2 to the purchase price of their Class Refrigerators, less the value of their use, if any,  
3 before discovering the defects.

4 121. Plaintiffs and the Class suffered harm, damages and economic losses,  
5 and Plaintiffs and the Class will continue to suffer such harm, damages and economic  
6 loss in the future.

7 122. Plaintiffs and the Class are entitled under the Song-Beverly Consumer  
8 Warranty Act to recover as part of the judgment a sum equal to the aggregate amount  
9 of costs and expenses, including attorney's fees, reasonably incurred in connection  
10 with the commencement and prosecution of this action.

11 123. Plaintiffs and the Class are also entitled to, in addition to the amounts  
12 recoverable under the Song-Beverly Consumer Warranty Act, a civil penalty of up to  
13 two times the amount of actual damages in that the Defendants have willfully failed  
14 to comply with its responsibilities under the the Song-Beverly Consumer Warranty  
15 Act.

16 **ELEVENTH CLAIM FOR RELIEF**  
17 **Violations of Consumers Legal Remedies Act, Cal. Civil Code §§ 1750, *et seq.***  
18 **(On Behalf of Plaintiffs and the Class Against Defendants)**

19 124. Plaintiffs hereby incorporate by this reference each and every preceding  
20 paragraph of this complaint as if fully set forth herein.

21 125. All new Class Refrigerators are "goods" as defined in Cal. Civil Code §§  
22 1761(a), 1761(b), and 1770.

23 126. Plaintiffs and the Class are "consumers" as defined in Cal. Civil Code §  
24 1761(d), and Plaintiffs, Class Members, and Defendants are "persons" as defined in  
25 Cal. Civil Code §§ 1761(c) and 1770.

26 127. The sale and acceptance of delivery of one of the Class Refrigerators by  
27 Plaintiffs and the Class are "transactions" within the meaning of Cal. Civil Code §  
28 1761(e).



1           128. In purchasing and accepting delivery of one of the Class Refrigerators,  
2 Plaintiffs and the Class were deceived by Defendants' failure to disclose that the  
3 Class Refrigerators equipped with Control Panels contained defects, were not fit for  
4 the ordinary purposes for which such goods are used, and would not perform as  
5 promised.

6           129. Defendants' conduct, as described above, was and is in violation of the  
7 CLRA in at least the following respects:

8           a. Cal. Civ. Code § 1770(a)(2): Defendants represented that the Class  
9 Refrigerators have source, sponsorship, approval, or certification which they do  
10 not have;

11           b. Cal. Civ. Code § 1770(a)(5): Defendants represented that the Class  
12 Refrigerators have characteristics, uses, and benefits which they do not have;

13           c. Cal. Civ. Code § 1770(a)(7): Defendants represented that the Class  
14 Refrigerators were of a particular standard, quality or grade, when they are of  
15 another; and

16           d. Cal. Civ. Code § 1770(a)(9): Defendants advertised the Class Refrigerators  
17 with an intent not to sell them as advertised.

18           130. Defendants' conduct, as described above, constitute material omissions  
19 or misrepresentations as to the characteristics of new, Class Refrigerators, calculated  
20 to induce, and in fact inducing, a false belief that new, Class Refrigerators were free  
21 from defects, were fit for the ordinary purposes for which such goods are used, and  
22 would perform as promised, which Defendants knew was not true. Additionally, the  
23 facts concealed and omitted by Defendants to Plaintiffs and Class members are  
24 material in that a reasonable consumer would have considered them to be important  
25 in deciding whether to accept of delivery of one of the Class Refrigerators and/or  
26 purchase one of the Class Refrigerators or pay a lower price. Plaintiffs have suffered  
27 injury-in-fact and actual damages resulting from Defendants' material omissions  
28 because had they known that the Class Refrigerators equipped with Control Panels

1 contained defects, they would not have accepted of delivery of one of the Class  
2 Refrigerators or purchased one of the Class Refrigerators or would have paid less for  
3 one of them.

4 131. As a result of Defendants’ above described conduct and their purchase of  
5 the Class Refrigerators, Plaintiffs and the Class have suffered damages from the use  
6 or employment of a “method, act, or practice” made unlawful by Cal. Civil Code §  
7 1770.

8 132. Pursuant to the provision of Cal. Civil Code § 1780(a)(2), Plaintiffs and  
9 the Class seek injunctive relief in the form of an order enjoining and requiring  
10 Defendants to correct their wrongful practices and to publicizing a notice of the  
11 corrective action to rectify and stop these wrongful practices.

12 133. Pursuant to the provisions of Cal. Civil Code § 1780(e), Plaintiffs and  
13 the Class seek recovery of attorneys’ fees and costs of litigation.

14 **TWELVTH CLAIM FOR RELIEF**  
15 **Violations of Cal. Business & Professions Code §§ 17200, *et seq.***  
16 **(On Behalf of Plaintiffs and the Class Against Defendants)**

17 134. Plaintiffs hereby incorporate by this reference each and every preceding  
18 paragraph of this complaint as if fully set forth herein.

19 135. The acts, omissions, and practices of Defendants as alleged herein  
20 constitute “unlawful” and “unfair” business acts and practices within the meaning of  
21 California Business & Professions Code §§ 17200, *et seq.*

22 136. Defendants have engaged in “unlawful” business acts and practices by  
23 the aforementioned violations of 15 U.S.C. §§ 2301, *et seq.*, Cal. Civil Code §§ 1790,  
24 *et seq.* and Cal. Civil Code §§ 1750, *et seq.* Plaintiffs reserve the right to allege other  
25 violations of law which constitute unlawful acts or practices.

26 137. Defendants have also engaged in “unfair” business acts or practices in  
27 that the harm caused by Defendants’ wrongful conduct alleged above outweighs the  
28 utility of such conduct and such conduct offends public policy, is immoral,

1 unscrupulous, unethical, deceitful and offensive, causes substantial injury to Plaintiffs  
2 and the Class, and provides Defendants with an unfair competitive advantage over  
3 those persons who design, manufacture, market, advertise, distribute and sell  
4 refrigerator-freezers that abide by the law.

5 138. As a result of Defendants' forementioned acts and practices, Plaintiffs  
6 have suffered an injury in fact resulting in a loss of money and/or property because  
7 they purchased their Class Refrigerators and paid additional sums for repairs to  
8 and/or repair services and/or for extended warranties for their Class Refrigerators  
9 after their purchases. Additionally, Plaintiffs have suffered an injury in fact by  
10 acquiring less in their transactions with Defendants by their purchases of their Class  
11 Refrigerators.

12 139. Defendants have also engaged in "fraudulent" business acts or practices  
13 because the facts concealed and omitted by Defendants to Plaintiffs and Class  
14 members are material in that a reasonable consumer would have considered them to  
15 be important in deciding whether to purchase the Class Refrigerators or pay a lower  
16 price. Plaintiffs have suffered injury-in-fact and actual damages resulting from  
17 Defendants' material omissions because had they known that the Class Refrigerators  
18 equipped with Control Panels contained defects, they would not have purchased the  
19 Class Refrigerators or would have paid less for them.

20 140. As a result of Defendants' forementioned acts and practices, Defendants  
21 have been and will be unjustly enriched at the expense of Plaintiffs.

22 141. The aforementioned unlawful or unfair business acts or practices  
23 conducted by Defendants have been committed in the past and continues to this day.  
24 Defendants have failed to acknowledge the wrongful nature of its actions.  
25 Defendants have not provided full restitution of all monies acquired or retained by  
26 Defendants as a result of the aforementioned unlawful or unfair business acts or  
27 practices.

28

1 142. Pursuant to California Business & Professions Code § 17203, Plaintiffs  
2 and the Class seek a restitution order of this Court requiring Defendants to pay all  
3 monies withheld and/or retained by Defendants as a result of the aforementioned  
4 unlawful or unfair business acts or practices, and additionally seeks an order of this  
5 Court for interest and an award of reasonable attorneys' fees and costs pursuant to,  
6 *inter alia*, the Cal. Code of Civil Procedure § 1021.5.

7 143. Pursuant to the California Business & Professions Code § 17203,  
8 Plaintiffs and the Class additionally seek an order of this Court for equitable and/or  
9 injunctive relief in the form of requiring Defendants to correct their wrongful  
10 practices and to publicizing a notice of the corrective action to rectify and stop these  
11 wrongful practices.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for  
14 judgment against Defendants, and each of them, as follows:

- 15 A. That the class claims be certified on behalf of the proposed plaintiff Class and  
16 Plaintiffs be appointed as the representatives of the Class;
- 17 B. For an award of general, compensatory and consequential damages according  
18 to proof;
- 19 C. For an award of past and future economic damages, according to proof;
- 20 D. For an award of past and future non-economic damages, according to proof;
- 21 E. For punitive damages, according to proof;
- 22 F. For an award of statutory damages and penalties, according to proof;
- 23 G. For an order requiring Defendants to pay restitution of all amounts owed to  
24 Plaintiffs and members of the Class, in an amount according to proof, pursuant  
25 to Cal. Business & Professions Code § 17203;
- 26 H. For an order requiring Defendants to correct their illegal conduct, pursuant to  
27 Cal. Business & Professions Code § 17203 and Cal. Civil Code § 1780(a)(2);
- 28

- 1 I. For an award of reasonable attorneys' fees and costs, including expert witness
- 2 fees as costs, as provided by statute;
- 3 J. For an award of costs of suit herein, as provided by statute;
- 4 K. For an award of prejudgment and post judgment interest, as provided by
- 5 statute; and
- 6 L. For such further relief as this Court deems necessary, just, and proper.

7 Dated: November 13, 2020

**KEEGAN & BAKER LLP**

8  
9 By: s/ Patrick N. Keegan  
Patrick N. Keegan, Esq.  
10 Attorney for Plaintiffs  
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**DEMAND FOR JURY TRIAL**

Plaintiffs, on behalf of themselves and the Class, hereby demands a jury trial on all claims for relief and all issues to which they have a right to a jury trial.

Dated: November 13, 2020

**KEEGAN & BAKER LLP**

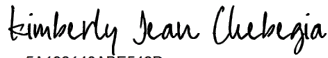
By: s/ Patrick N. Keegan  
Patrick N. Keegan, Esq.  
Attorney for Plaintiffs

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**DECLARATION OF KIMBERLY CHEBEGIA RE PROPER VENUE**

I, Kimberly Chebegia, hereby declare as follows:

1. I am a plaintiff in the above entitled class action. If called as a witness, I could and would testify competently thereto. I submit this Declaration pursuant to Cal. Civil Code § 1780(d) and in support of my Class Action Complaint.
2. Venue is proper in this Court because I purchased and accepted delivery of a new KitchenAid Refrigerator, Model No. KRFF707ESS01 (S/N K64306682), in my home located in San Diego County, California on or about November 14, 2016.
3. I declare under penalty of perjury that the foregoing is true and correct and this declaration is executed this 12th day of November, 2020.

DocuSigned by:  
  
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Kimberly Chebegia

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**DECLARATION OF KRI TOPHER PEAR RE PROPER VENUE**

I, Kristopher Spear, hereby declare as follows:

- 1. I am a plaintiff in the above entitled class action. If called as a witness, I could and would testify competently thereto. I submit this Declaration pursuant to Cal. Civil Code § 1780(d) and in support of my Class Action Complaint.
- 2. Venue is proper in this Court because I purchased and accepted delivery of a new KitchenAid Refrigerator, purchased and accepted delivery of a new KitchenAid Refrigerator, Model No. KRFF707ESS01 (S/N K84700802), in my home located in Orange County, California on or about anuary 31, 2019.
- 3. I declare under penalty of perjury that the foregoing is true and correct and this declaration is executed this 12th day of November, 2020.

DocuSigned by:  
  
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Kristopher Spear