

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

JOY COOPER, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

SAMSUNG ELECTRONICS AMERICA,
INC.

Defendant.

No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff, Joy Cooper (“Plaintiff”), by and through her undersigned counsel, brings this class action individually and on behalf of all others similarly situated (the “Class”) against Defendant, Samsung Electronics America, Inc. (“Defendant” or “Samsung”), and alleges as follows upon information and belief, except as to allegations specifically pertaining to Plaintiff, which are made upon personal knowledge:

NATURE OF THE ACTION

1. Plaintiff brings this action individually and on behalf of the proposed Class, as more fully defined below, for the benefit and protection of all current and former owners of certain defective Samsung top-loading washing machines (described in more detail below), which were manufactured and sold between March 2011 and November 2016 (the “Washing Machine(s)”).

2. Each of the Washing Machines is defective and inherently dangerous as the Washing Machines’ tops unexpectedly detach from the Washing Machines’ chassis during regular use, posing a risk of injury and/or property damage from the impact (the “Defect”).

3. Each of the Washing Machines contains the same Defect, which is present at the time of sale.

4. Samsung issued a recall of the Washing Machines on November 4, 2016 (the “Recall”), offering the following options:

(1) a free in-home repair that includes reinforcement of the washer’s top and a free one-year extension of the manufacturer’s warranty; (2) a rebate to be applied towards the purchase of a new Samsung or other brand washing machine, along with free installation of the new unit and removal of old unit; or (3) a full refund for consumers who purchased their washing machine within the past 30 days of the recall announcement.¹

5. In addition, Samsung stated “[a]ll known consumers will also receive a Home Label Kit that includes a control panel guide and additional safety instructions in the mail.”

6. The Recall affects approximately 2.8 million Washing Machines. *Id.*

7. Plaintiff purchased a new Washing Machine, Model Number WA48J7700AW, for her daughter’s household use in February 2016, and her daughter elected to have the Washing Machine repaired upon learning about the Recall. Nonetheless, as explained further below, the “repair” did not and cannot fix the Defect, as the “repair” restricts the full utilization of the Washing Machines, and creates additional issues with the machines. After “repair,” Plaintiff’s daughter was, and Class members are, instructed not to use the high spin cycle on the Washing Machines, and clothing is not adequately spun so that clothes take much longer to dry.

8. Plaintiff repeatedly requested from Defendant that since the “repair” did not work, she would instead utilize the rebate option so that she could purchase a new washing machine for her daughter. Despite repeated requests, Samsung has refused to offer Plaintiff an alternative remedy.

¹ Samsung Recall No. 17-028, available at <https://www.cpsc.gov/Recalls/2017/Samsung-Recalls-Top-Load-Washing-Machines> (last visited on May 8, 2017).

9. At no time were Plaintiff and Class members told that if the “repair option” was chosen, that the “repair” would not restore the Washing Machine to 100% capacity of what they purchased. Likewise, at no time were Plaintiff and Class members told that if the “repair” was not successful, the rebate option would not be available to them.

10. Accordingly, Plaintiff brings this action, on behalf of herself and all individuals similarly situated, to obtain redress for consumers who have purchased the Washing Machines. Plaintiff asserts the following claims: (i) breach of the implied warranty of merchantability, (ii) breach of express warranty, (iii) violations the Magnuson-Moss Act, 15 U.S.C. §§ 2301-2312 (“MMWA”), and (iv) violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.* (“FDUTPA”).

PARTIES

11. Plaintiff is, and at all times relevant to this action has been, a resident of Hallandale Beach, Florida, and, thus, is a citizen of Florida. Plaintiff purchased a new Washing Machine, Model Number WA48J7700AW on February 2, 2016 from the Best Buy store in Aventura, Florida.

12. Defendant is a New York corporation with its headquarters in Ridgefield Park, New Jersey. Samsung, thus, is a citizen of New York and New Jersey. Samsung is a wholly-owned subsidiary of Samsung Electronics Co., Ltd., a South Korean corporation located in Suwon, South Korea. Samsung distributes home appliance products, including the Washing Machines, throughout the United States.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction under 20 U.S.C. § 1332(a) and 28 U.S.C. § 1332(d)(2) because the matter in controversy exceeds five million dollars (\$5,000,000),

exclusive of interests and costs, and at least one member of the putative class is a citizen of a state different than defendant.

14. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Samsung does business throughout this district and a substantial part of the acts and omissions giving rise to Plaintiff’s claims occurred in this district.

SUBSTANTIVE ALLEGATIONS

15. Samsung distributes and warrants the Washing Machines nationwide, including in Florida, to, *inter alia*, Best Buy, the Home Depot, Lowes, and Sears.

16. As discussed above, on or about November 4, 2016, Samsung recalled thirty-four (34) top-loading models of Washing Machines manufactured and sold between March 2011 and November 2016, describing that “[t]he washing machine top can detach unexpectedly from the washing machine chassis during use, posing a risk of injury from impact.” *Id.*

17. The following is a list of the model numbers of the affected recalled Washing Machines:

WA40J3000AW/A2	WA45H7000AP/A2	WA45H7000AW/A2
WA45H7200AW/A2	WA45K7600AW/A2	WA45K7100AW/A2
WA48H7400AW/A2	WA48J7700AW/A2	WA48J7770AP/A2
WA48J7770AW/A2	WA50K8600AV/A2	WA50K8600AW/A2
WA52J8700AP/A2	WA52J8700AW/A2	WA400PJHDWR/AA
WA422PRHDWR/AA	WA456DRHDSU/AA	WA456DRHDWR/AA
WA476DSHASU/A1	WA476DSHAWR/A1	WA484DSHASU/A1
WA484DSHAWR/A1	WA48H7400AP/A2	WA50F9A6DSW/A2
WA50F9A7DSP/A2	WA50F9A7DSW/A2	WA50F9A8DSP/A2
WA50F9A8DSW/A2	WA52J8060AW/A2	WA5451ANW/XAA
WA5471ABP/XAA	WA5471ABW/XAA	WA56H9000AP/A2
WA56H9000AW/A2		

18. As of the date the Recall was issued (November 4, 2016), Samsung had received seven hundred thirty-three (733) complaints that the Washing Machines were vibrating excessively or that the top had detached during use, as well as nine complaints of related injuries. *Id.*

19. The Washing Machines have a retail value of between \$450 and \$1,500.

20. As part of its recall efforts, Samsung offered consumers three different remedies, as listed above, including the option to have the Washing Machine repaired (*i.e.*, reinforcement of the Washing Machine top) and the warranty extended.

21. Nonetheless, Samsung has been unable to adequately repair the Washing Machines and restore the Washing Machines to full functionality of the Washing Machines that Plaintiff and Class members purchased. Samsung's "repair" consists of reinforcing the Washing Machine top, so that it will not detach from the Washing Machine during use and cause injury and/or damages, and sending Class members a new Home Label Kit. According to Samsung's response to Frequently Asked Question questions concerning the "How does the Home Label Kit work," Samsung responds as follows:

When applied as instructed, the new control panel guide included in the kit will **ensure that users select a reduced-speed cycle for washing bedding, bulky or water-resistant items**. The Home Label Kit also includes two warning labels to apply as a reminder, as well as a user manual supplement with additional safety instructions. (emphasis added)²

22. Therefore, the "repair" is only effective when consumers limit their use of the Washing Machines, and is insufficient because it fails to adequately eliminate the Defect. Moreover, Samsung fails to inform consumers before they elect to have their Washing Machine repaired that the "repair" will not sufficiently eliminate the problem, and that if they choose the "repair" option, they will be precluded from other recourse, such as a rebate.

² <https://pages.samsung.com/us/tlw/> at Q10.

23. Thus, consumers, like Plaintiff, who have utilized the repair option, have been left disappointed, as the Defect persists. Despite the fact that the “repair” is ineffective, Samsung has denied Plaintiff and other members of the Class who opted to repair their Washing Machine with an alternative remedy, such as the rebate offered in the Recall. Accordingly, Samsung has failed to provide such consumers with an adequate remedy, and as a direct and proximate result, Plaintiff and the members of the Class have been damaged.

Plaintiff’s Experience

24. Plaintiff purchased a Samsung Washing Machine, Model Number WA48J7700AW, valued at \$649.99 (excluding tax), on February 2, 2016 from the Best Buy store in Aventura, Florida, for ordinary use to be used by her daughter.

25. The Model WA48J7700AW Samsung Washing Machine appears as follows:



26. Immediately upon receipt, Plaintiff's daughter noticed the Washing Machine failed to operate properly. While washing bedding or medium to large loads of laundry, the Washing Machine would overspin and shut off, and a code would appear.

27. After discovering that her Washing Machine was subject to the Recall, Plaintiff's daughter notified Samsung that she would like to have the Washing Machine repaired.

28. On February 21, 2007, Samsung sent a repairman to "repair" the Washing Machine, who installed a support on the Washing Machine, and also instructed Plaintiff's daughter not to use the high speed spin on the machine.

29. However, this "repair" failed to eliminate the Defect. In order to decrease the risk of excessive vibrations, Plaintiff and Class members are told not to use the high spin cycle for large and/or bulky items such as bed linen, therefore disabling some of the functions of the machine. After the "repair," Plaintiff's daughter's Washing Machine could no longer be utilized to properly clean bedding and other bulky garments. In addition, the Washing Machine developed a water build-up in the compartment for liquid fabric softener, which created a residue in the compartment, despite the fact that Plaintiff's daughter never used the liquid fabric softener compartment.

30. Plaintiff called Samsung on April 4, 2017 to notify it that the repair had failed to adequately resolve the issue and sought to instead receive a rebate (as offered under the Recall) so that she could replace the defective Washing Machine with a non-defective model.

31. Plaintiff spoke to several Samsung representatives and was told that because her daughter had already utilized the repair option under the Recall, she would not be able to receive the rebate.

32. Plaintiff, again, informed Samsung that the repair had failed to work and the Washing Machine was still defective. She stated that she would like to utilize the rebate option, as the Recall did not specify that, in the event the repair was not successful, she would be unable to utilize the rebate option.

33. Samsung, again, offered to try to repair the Washing Machine and informed Plaintiff that opting to have the Washing Machine repaired precluded her from receiving a rebate.

34. Plaintiff explained that her daughter is soon expecting twins to be born and needed a reliable washing machine, and this situation was stressful to her daughter. Plaintiff again requested the promised rebate and offered to purchase a replacement model through Samsung, but it refused to provide her with the rebate because she chose the repair option.

35. With no options left to her, Plaintiff purchased a replacement Samsung washing machine, Model Number WF45K6500AW, from the Best Buy store in Aventura, Florida, on April 19, 2017, which cost her \$749.99.

36. Numerous consumers have experienced the same frustrations in connection with the Recall program. A sampling of some of the online complaints are shown below:

Larry of Country Club, MO on Feb. 16, 2017

I purchased a washer dryer matching set in June from Home Depot. In October the Good Morning America show told of a recall by Samsung on certain models. I took down the information and checked our washer to learn it was part of the recall. First of all I have never heard of a recall where you must purchase a new machine before you can get a rebate. The rebate for our 4 month old washer was \$200 less than we paid for the machine. I paid \$699 plus taxes and I am to receive \$446 if and when I receive it. I followed the instructions I was given to the T and that was 11/23/2016 including sending it in and sending the model number and serial numbers plus a receipt for the new washer which I could not buy for the amount I was receiving.

I called last week February 9 because it has been 3 months with no correspondence. Last week I was told it had been escalated and I would receive a call within 24 to 48 hours. Today is some 168 hours and I have

yet to hear anything from Samsung. So I called back and they seem to lost the escalation so I ask for a supervisor. She argued with me for about 5 minutes before at my insistance they finally gave me to supervisor Julio and he gave me a ticket number again telling me I would receive a call within 24 or 48 hours and I would get that call because I now had a ticket number.

I have lost all confidence in Samsung. I stupidly purchased a new Washer to replace the broken one plus I bought a new washer and dryer for my other laundry room. I am now out for the replacement washer and both new washer and dryer I purchased for a second laundry room. So I have spent \$1497 for a new set plus the rebate machine with a promise of getting our \$446 back for the trouble of recall. What a joke this "volunteering" recalling their machine. I will never purchase another Samsung due to way they have treated us on this recall. I have spent at least 8-10 hours trying to find out what is going on with our rebate when it should have been easily handled. I too would like to join a class action lawsuit if one is done on this company.

https://www.consumeraffairs.com/homeowners/samsung_washer.html?page=2

Susan of Malden, MA on Feb. 14, 2017

I purchased a Samsung washing machine 2 years ago. I was compelled to buy that particular machine due to the deep tub for washing bedding. In fact there was a bedding cycle on the dial and it used hot water so I was sold. I paid about 800 at Lowe's and also bought the 4 year warranty. Then they had a recall that included my model. Seems they are exploding and injuring people. I was given very limited options; they would refund me \$150 if I bought a new machine or \$250 if I bought another Samsung, or, they could repair it and extend the warranty a year.

Since I could not take that kind of financial loss on a product so recently purchased I opted for the repair. Took them over 2 months and 3rd scheduled call before service call. However, my washer is not returned to original status. They placed a new sticker on the dial and told me I have to use delicates for bedding which doesn't use hot water. I am so disappointed in this. They should be replacing these washers if they are deemed unsafe to use a normal cycle on bedding. This recall is a scam!!

https://www.consumeraffairs.com/homeowners/samsung_washer.html?page=3

Carolyn of Springfield, IL on Feb. 12, 2017

My less than one year old Samsung Top Load Washer was recalled because the Top can explode and cause injury, and has caused grave injury to many. Samsung offered 1/2 the price of the washer as a rebate to buy another Samsung (of which retailers are still selling this machine that they say are repaired). I had mine "repaired" but 1/2 the settings cannot be used and bedding/bulky items have to be washed on delicate which leaves them wet

now. 2 stickers were placed on the machine, and a sticker on controls. When a tech repaired the top the bolts taken off the machine were rusted. On a less than 1 yr old machine that is subject to water?

Do Not purchase a Samsung Washer. Now the newly "fixed" machines tops are exploding and coming loose. Another disaster. Also: the extended warranty companies are not classifying these recalled dangerous machines as "Lemons" under warranty replacement clause? These machines are Dangerous, Lemons and should be "junked" immediately before someone get killed. Being killed by your washing machine should not be part of a consumers [sic] worry.

Id.

Pamela of Chisago City, MN on Feb. 11, 2017

I bought a washer a year ago and so far it has been subject to a recall and have to have repair service over 4 times. I called the Samsung Company and the lady said she would have the manager get back to me within 24 to 48 hours. They never got back to me. I have waited weeks between repair visits for our repairman to finally show up and have probably spent more cash at the laundromats than the washer is worth. DO NOT BUY FROM SAMSUNG.

Id.

Brenda of Plano, TX on Feb. 8, 2017

Samsung has cheated me with their recall. My promised large capacity machine that would do bedding is now unusable for that purpose. Recall work does not restore these machines to their original performance level and all bedding must now be washed on delicate. No one would buy a machine that would only do bedding on delicate. Samsung is trying to make it appear they are doing right with their recall but they are cheating consumers. I now have a useless machine that has potential to still explode despite recall work.

Id.

37. Media outlets have also reported numerous complaints about the Washing Machines and have aired stories concerning the multitude of complaints concerning the inadequacy of the Recall. See <http://www.nbcwashington.com/news/local/Customers-Upset-With-Samsung-Washing-Machine-Recall-Options-411269245.html>.

38. Numerous complaints have been lodged concerning the Recall, and specifically, that the "repair" did not remedy the situation.

While the new settings are meant to reduce the risk of excessive vibrations during large loads of washing, some owners tell us the fix has made doing laundry an even bigger chore.

‘This is not a fix,’ says one owner Pat, noting that the new cycle leaves a bunch of water in her laundry. ‘We bought these machines based on their ability to do large and heavy duty loads, and if we are unable to do that as advertised they should give us all 100% refunds so we can buy new machines from someone more reputable than Samsung.’

Mallory says her washing machine now has the same problem. ‘Here I am with a machine that can no longer adequately wash my families [sic] bedding,’ she tells Consumerist. ‘The new cycle leaves it so wet that it takes three times longer for my dryer to dry it.’ ... ‘This fix is not only not fixing the problem, but still leaves me a machine that cannot perform the same as when I bought it.’

John says he’s run into the same issue when washing bedding. ‘It specifies one setting only for bedding,’ he tells Consumerist. ‘When you wash any bedding, be it sheets or blankets the new cycle is so slow that the items are still soaking wet when done.’ Because the bedding is dripping wet when the cycle is over, John says it takes three or more hours to dry in the dryer.

<https://consumerist.com/2017/03/01/samsung-washing-machine-owners-complain-of-new-problem-after-recall-repair/>.

CLASS ALLEGATIONS

39. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Federal Rule of Civil Procedure 23(a), (b)(2), and /or (b)(3) (the “Class”). The proposed Class³ consists of:

All residents of the State of Florida who purchased, not for resale, a new Samsung Recalled Washing Machine from March 2011 and November 2016, primarily for household use.

³ Plaintiff reserves the right to modify the Class definition as this litigation proceeds.

40. Excluded from the Class are: (a) Defendant, including any entity in which Defendant has a controlling interest, and their representatives, officers, directors, employees, assigns and successors; (b) any person who has suffered a personal injury or is alleged to have suffered personal injury as a result of the Defect; (c) any person or entity who has settled or released these same claims against Defendant as evidenced by a written release; (d) any person who accepted a rebate to be applied towards the purchase of a new Samsung or other brand washing machine in lieu of repair; and (e) the Judge to whom this case is assigned.

41. Numerosity/Impracticability of Joinder: The members of the Class are so numerous that joinder of all members would be impracticable. The proposed Class includes, at a minimum, tens of thousands of members. The precise number of Class members can be ascertained by reviewing documents in Samsung's possession, custody and control or otherwise obtained through reasonable means.

42. Commonality and Predominance: There are common questions of law or fact which predominate over any questions affecting only individual members of the Class. These common legal or factual questions include, but are not limited, to the following:

- a. Whether the Washing Machines are unreasonably dangerous;
- b. Whether Samsung knew the Washing Machines are unreasonably dangerous;
- c. Whether Samsung misrepresented its ability (or inability) to repair the Washing Machines;
- d. Whether Samsung failed to disclose facts about its ability (or inability) to repair the Washing Machines;
- e. Whether Samsung's conduct violated the MMWA;
- f. Whether Samsung's conduct violated the FDUTPA;

- g. Whether Samsung's conduct constituted a breach of the implied warranty of merchantability;
- h. Whether Samsung's conduct constituted a breach of express warranty; and
- i. Whether Plaintiff and the members of the Class are entitled to damages and/or equitable relief, and, if so, the amount and nature of such relief.

43. Typicality: Plaintiff's claims are typical of the claims of the proposed Class she seeks to represent. Plaintiff and the members of the Class have been injured by the same Defect and the same wrongful practices in which Samsung has engaged. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the members of the Class and are based on the same legal theories.

44. Adequacy: Plaintiff will fully and adequately represent and protect the interests of the proposed Class. Plaintiff does not have any interests antagonistic to those of the Class. Plaintiff has retained Class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiff nor her attorneys have any interests which are contrary to or conflicting with the Class.

45. Superiority: A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all Class members is economically unfeasible and procedurally impracticable. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every Class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Individual members of the Class do not have a significant interest in individually controlling the prosecution of separate actions, and individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all of the parties and to the court system because of multiple trials of the

same factual and legal issues. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

46. Defendant has acted and refused to act on grounds generally applicable to the Class, making appropriate final injunctive relief with respect to the Class as whole.

COUNT I

Breach of the Implied Warranty of Merchantability Fla. Stat. Ann. § 672.314 (On Behalf of the Class)

47. Plaintiff repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

48. Samsung is and was at all relevant times a merchant with respect to the Washing Machines.

49. A warranty that the Washing Machines were in merchantable quality and condition was implied in law, pursuant to Fla. Stat. Ann. § 672.314.

50. Samsung markets, distributes, and warrants the Washing Machines; thus, Samsung impliedly warranted that the Washing Machines were of good and merchantable quality – fit and safe for their ordinary and intended use (*i.e.*, washing clothing, towels, and linens).

51. The Washing Machines, however, are not fit for their ordinary and intended use because they excessively vibrate, such that the lid can detach at high speeds and launch into the air.

52. As set forth herein, the Washing Machines contained the Defect at the time of sale, and Samsung knew of the Defect at the time the transactions occurred. Thus, the Washing Machines were not in merchantable condition or quality when sold (and at all times thereafter) and are not fit for their ordinary intended purpose.

53. Accordingly, Samsung breached the implied warranty of merchantability.

54. Plaintiff and the members of the Class have performed each and every duty required of them, except as may have been excused or prevented by the conduct of Samsung or by operation of law.

55. Samsung received timely notice of the Defect at issue in this Complaint, and Samsung had knowledge of the Defect prior to selling the Washing Machines. Notwithstanding such notice, Samsung failed to offer an effective remedy.

56. In addition, Samsung has received hundreds of complaints and other notices from consumers advising it of the Defect.

57. As a direct and proximate result of Samsung's breach, Plaintiff and the members of the Class have been damaged.

COUNT II

Breach of Express Warranty Fla. Stat. Ann. § 672.313 (On Behalf of the Class)

58. Plaintiff repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

59. When Plaintiff and the members of the Class purchased their Washing Machines, Samsung expressly warranted that it would cover manufacturing defects in materials and workmanship for one year for parts and labor, three years for the stainless tub part, and ten years for the washing DD motor part.

60. The Defect was present at the time of sale.

61. Samsung breached its express warranty because (a) the Defect was present at the time of sale or lease, (b) Samsung knew that the Defect was present at the time of sale or lease, (c)

Samsung did not disclose or repair the Defect prior to each sale or lease, and to date, (d) Samsung still has not repaired the Defect.

62. Plaintiff used her Washing Machine in a manner consistent with its intended use, and performed each and every duty required under the terms of the warranty, including presentment, except as may have been excused or prevented by the conduct of Samsung or by operation of law in light of Samsung's unconscionable conduct described throughout this Complaint.

63. Samsung received timely notice regarding the problems at issue in this Complaint and, notwithstanding such notice, has failed and refused to offer an effective remedy.

64. In addition, Samsung has received hundreds of complaints regarding the Defect, notice of the Defect, and requests for warranty coverage.

65. In its capacity as supplier and warrantor, and by the conduct described herein, any attempt by Samsung to disclaim or otherwise limit its express warranties in a manner that would exclude or limit coverage for the Defect that was present as of the time of sale, and which Samsung did not disclose, and did not remedy prior to sale (or afterwards), is unconscionable and Samsung should be estopped from pursuing such defenses.

66. Further, any such effort by Samsung to disclaim or otherwise limit liability for the Defect is null and void because Samsung and its authorized agents, have wrongfully, uniformly, and repeatedly failed to properly repair the Washing Machines.

67. As such, Samsung should be estopped from disclaiming liability for its actions.

68. As a result of Samsung's wrongful conduct described herein, Plaintiff and the members of the Class have been injured and are entitled to recover damages.

COUNT III

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

69. Plaintiff repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

70. The Washing Machines are “consumer products,” as that term is defined in 15 U.S.C. § 2301(1).

71. Plaintiff and the members of the Class are “consumers,” as that term is defined in 15 U.S.C. § 2301(3).

72. Samsung is a “supplier,” as that term is defined in 15 U.S.C. § 2301(4).

73. Samsung is a “warrantor,” as that term is defined in 15 U.S.C. § 2301(5).

74. Samsung provided Plaintiff and the members of the Class with “written warranties,” as that term is defined in 15 U.S.C. § 2301(6) and “implied warranties” as that term is defined in 15 U.S.C. § 2301(7).

75. Section 15 U.S.C. § 2310(d)(1) provides:

[A] consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal equitable relief in any court of competent jurisdiction in any State or the District of Columbia.

76. When Plaintiff and the members of the Class purchased their Washing Machines, Samsung expressly warranted that it would cover manufacturing defects in materials and workmanship for one year for parts and labor, three years for the stainless tub part, and ten years for the washing DD motor part.

77. Samsung breached this express warranty because (a) the Defect was present in the Washing Machines at the time of sale, (b) Samsung knew that the Defect was present at the time of sale, (c) Samsung did not disclose or repair the Defect prior to each sale, and to date, (d) Samsung still has not repaired the Defect.

78. Samsung breached its implied warranty by failing to provide a Washing Machine of good and merchantable condition and quality, as the Washing Machines are unfit and unsafe for their ordinary and intended use of washing clothes.

79. Plaintiff used her Washing Machine in a manner consistent with its intended use, and performed each and every duty required under the terms of the express warranty, including presentment, except as may have been excused or prevented by the conduct of Samsung or by operation of law in light of Samsung's unconscionable conduct described throughout this Complaint.

80. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Samsung to limit its express warranties in a manner that would exclude or limit coverage for the Defect that was present as of the time of sale is unconscionable, and any such effort to disclaim or otherwise limit liability or warranty coverage for the Defect at issue is null and void.

81. All jurisdictional prerequisites have been satisfied.

82. As a result of Samsung's conduct described herein, Plaintiff and the members of the Class have been injured and are entitled to equitable relief and to recover damages, including, but not limited to, diminution in value and attorneys' fees and costs, pursuant to 15 U.S.C. § 2310.

COUNT IV

**Violations of the Florida Deceptive and Unfair Trade Practices Act (“FDUPTA”)
Fla. Stat. § 501.201, *et seq.*
(On Behalf of the Class)**

83. Plaintiff repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

84. Plaintiff is a “consumer” for the purposes of the FDUTPA.

85. Samsung engaged in “trade or commerce,” within the meaning of the FDUTPA, by advertising and distributing the Washing Machines to consumers within the State of Florida.

86. Samsung’s actions described herein constitute “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices,” as proscribed by the FDUTPA. Such unlawful actions include, but are not limited to:

- a. Distributing defective Washing Machines to Plaintiff and the members of the Class that are unreasonably dangerous and failing to disclose their defective nature; and
- b. Misrepresenting that it could repair the Washing Machines, although it could not, in an effort to have consumers opt to have their Washing Machine repaired rather than take the rebate.

87. Samsung’s knowing and intentional misrepresentations and omissions were likely to deceive a reasonable consumer, and did deceive many consumers, including Plaintiff. Had Plaintiff and the members of the Class known about the Defect, they would not have purchased the Washing Machines, or would have paid less for them.

88. Samsung engaged, and continues to engage, in a pattern of wrongful conduct by offering to repair the Washing Machines, knowing that no adequate fix exists, and then refusing to provide a rebate to those consumers who are convinced to have their machine “repaired.”

Plaintiff, therefore, seeks to enjoin Samsung from continuing to engage in this pattern of wrongful, deceptive conduct, and seeks such other relief as set forth below.

89. As a direct and proximate result of Samsung's intentional and knowing effort to mislead Plaintiff and the members of the Class, Plaintiff and the members of the Class have been damaged, and are entitled to damages, attorneys' fees, and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the members of the proposed Class, prays for judgment as follows:

- a. Certification of the Class under Federal Rule of Civil Procedure 23 (a), (b)(2), and (b)(3) and appointment of Plaintiff as representative of the Class and her counsel as Class counsel;
- b. Compensatory and other damages for economic and non-economic damages, including punitive and/or treble damages where permitted;
- c. Awarding restitution and disgorgement of Samsung's revenues or profits, reaped as a result of the unlawful conduct alleged in this Complaint, to Plaintiff and the members of the proposed Class;
- d. An Order enjoining Samsung from continuing to engage in the pattern of unlawful, fraudulent, deceptive, and unfair conduct alleged in this Complaint;
- e. Statutory pre-judgment and post-judgment interest on any amounts;
- f. Payment of reasonable attorneys' fees and recoverable litigation expenses as may be allowable under applicable law; and
- g. Such other and further relief as the Court deems just and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: May 23, 2017

/s/ Jayne A. Goldstein

Jayne A. Goldstein (Fla. Bar. No. 0144088)

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The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

Joy Cooper

DEFENDANTS

Samsung Electronics America, Inc.

(b) County of Residence of First Listed Plaintiff Broward County, FL

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Bergen County, NJ

(IN U.S. PLAINTIFF CASES ONLY)

NOTE:

IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jayne A. Goldstein

Shepherd, Finkelman, Miller & Shah, LLP

1625 North Commerce Parkway, Suite 202, Fort Lauderdale, FL 33326 Ph. 954/515-0123

Attorneys (If Known)

(d) Check County Where Action Arose:

- MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country PTF DEF 1 1 2 2 3 3 4 4 5 5 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Grid of categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes checkboxes for various legal claims like insurance, personal injury, contract, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case YES NO

b) Related Cases YES NO

JUDGE:

DOCKET NUMBER:

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. Section 2301-2312 - Breach of implied warranty of merchantability, breach of express warranty et al. LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 5,000,000.00 + CHECK YES only if demanded in complaint: JURY DEMAND: YES NO

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE May 23, 2017

SIGNATURE OF ATTORNEY OF RECORD

/s/Jayne A. Goldstein

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JOY COOPER

Plaintiff(s)

v.

SAMSUNG ELECTRONICS AMERICA, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Samsung Electronics America, Inc.
c/o The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jayne A. Goldstein
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
1625 North Commerce Parkway, Suite 320
Fort Lauderdale, FL 33326

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Samsung Offers Sub-Par Remedies for Recalled Washers](#)
