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12 *and on behalf of all others similarly situated*

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 SHELBY HARMER, INDIVIDUALLY  
16 AND ON BEHALF OF ALL OTHERS  
17 SIMILARLY SITUATED,

18 PLAINTIFFS,

19 -VS.-

20 SAMSUNG ELECTRONICS  
21 AMERICA, INC.,

22 DEFENDANT.

CASE NO.

Dept. No.:

**CLASS ACTION**

**Complaint for Damages Based on: (1)**  
**Negligence; (2) Invasion of Privacy; (3)**  
**Breach of Contract; (4) Breach of**  
**Implied Contract; And (5) Violation of**  
**NRS 598**

**Jury Trial Demanded**

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**Introduction**

1. Defendant Samsung Electronics America, Inc., (hereinafter “Defendant” and/or “Samsung”) failed to safeguard the confidential personal identifying information of Plaintiff Shelby Harmer and thousands of individuals (hereinafter referred to as “Class Members” or collectively as the “Class”).
2. This class action is brought on behalf of Samsung’s customers whose personally identifiable information (“PII” or “Private Information”) was stolen by cybercriminals in a cyber-attack that accessed sensitive information through Samsung’s U.S. systems.
3. On or around August 4, 2022, a group of cybercriminals had access to certain files on Defendant’s computer network and servers containing personal information belonging to the Class Members.
4. Plaintiff and Class Members were not notified of the data breach until September 2, 2022, almost one month after their information was first accessed.
5. The cybercriminals accessed insufficiently protected information belonging to Plaintiff and the Class Members.
6. Upon information and belief, as a result of Defendant’s failure to properly secure Plaintiff’s and the Class Members’ personal information, the cybercriminals obtained extensive personal information including names, name, contact and demographic information, date of birth, and product registration information. (“PII” or “Private Information”).
7. As a result of Defendant’s actions and/or inaction, Plaintiff and the Class Members were harmed and forced to take remedial steps to protect themselves from future loss. Indeed, Plaintiff and all of the Class Members are currently at a very high risk of misuse of their Private Information in the coming months and years, including but not limited to unauthorized credit card charges, unauthorized access to email accounts, identity theft, and other fraudulent use of their financial accounts.
8. Defendant’s wrongful actions and/or inaction constitute common law negligence, invasion of privacy by the public disclosure of private facts, breach of contract, and breach of implied contract.

1 9. Plaintiff, on behalf of themselves and the Class seeks (i) actual damages, economic  
2 damages, emotional distress damages, statutory damages and/or nominal damages, (ii)  
3 exemplary damages, (iii) injunctive relief, and (iv) fees and costs of litigation.

4 **Jurisdiction and Venue**

5 10. Jurisdiction of this Court arises pursuant to 28 U.S.C. §1331; 15 U.S.C. § 1681p; and, 28  
6 U.S.C. § 1367 for supplemental state claims.

7 11. This Court has personal jurisdiction over Defendant through its business operations  
8 in this District, the specific nature of which occurs in this District. Defendant intentionally avails  
9 itself of the markets within this District to render the exercise of jurisdiction by this Court just and  
10 proper.

11 12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(1) because a  
12 substantial part of the events and omissions giving rise to this action occurred in this District, and  
13 because Plaintiff resides in this District.  
14

15 **Parties**

16 13. Plaintiff is a natural person residing in Clark County, Nevada. In addition, Plaintiff is a  
17 “consumer” as that term is defined by 15 U.S.C. § 1692a(3) and 15 U.S.C. § 1681a(c).  
18

19 14. Defendant is a computer and electronics manufacturing company, which operates  
20 nationally, including in Nevada.

21 **Factual Allegations**

22 15. Identity theft, which costs Americans billions of dollars a year, occurs when an individual’s  
23 personal identifying information is used without his or her permission to commit fraud or  
24 other crimes. Victims of identity theft typically lose hundreds of hours dealing with the  
25 crime, and they typically lose hundreds of dollars.

26 16. According to the Federal Trade Commission (“FTC”):

27 Identity theft is serious. While some identity theft victims can resolve their  
28 problems quickly, others spend hundreds of dollars and many days repairing  
29 damage to their good name and credit record. Some consumers victimized  
by identity theft may lose out on job opportunities, or be denied loans for  
education, housing or cars because of negative information on their credit

1 reports. In rare cases, they may even be arrested for crimes they did not  
2 commit.

3 17. The United States Government Accountability Office (“GAO”) has stated that identity  
4 thieves can use identifying data to open financial accounts and incur charges and credit in  
5 a person’s name. As the GAO has stated, this type of identity theft is the most damaging  
6 because it may take some time for the victim to become aware of the theft and can cause  
7 significant harm to the victim’s credit rating. Like the FTC, the GAO explained that victims  
8 of identity theft face “substantial costs and inconvenience repairing damage to their credit  
9 records,” as well the damage to their “good name.”

10 18. Identity theft crimes often encompass more than just immediate financial loss. Identity  
11 thieves often hold onto stolen personal and financial information for several years before  
12 using and/or selling the information to other identity thieves.

13 19. Accordingly, federal and state legislatures have passed laws to ensure companies protect  
14 the security of sensitive personally identifying confidential information, such as that  
15 wrongfully disclosed by Defendant.

16 20. The FTC has issued a publication entitled “Protecting Personal Information: A Guide for  
17 Business” (“FTC Report”). The FTC Report provides guidelines for businesses on how to  
18 develop a “sound data security plan” to protect against crimes of identity theft. To protect  
19 the personal sensitive information in their files, the FTC Report instructs businesses to  
20 follow, among other things, the following guidelines:

- 21 a. Know what personal information you have in your files and on your computers;
  - 22 b. Keep only what you need for your business;
  - 23 c. Protect the information that you keep;
  - 24 d. Properly dispose of what you no longer need;
  - 25 e. Control access to sensitive information by requiring that employees use “strong”  
26 passwords; tech security experts believe the longer the password, the better; and
  - 27 f. Implement information disposal practices reasonable and appropriate to prevent an  
28 unauthorized access to personally identifying information.
- 29

- 1 21. The FTC Report also instructs companies that outsource any business functions to  
2 proactively investigate the data security practices of the outsourced company and examine  
3 their standards.
- 4 22. The Federal Trade Commission (“FTC”) has concluded that a company’s failure to maintain  
5 reasonable and appropriate data security for consumers’ sensitive personal information is  
6 an “unfair practice” in violation of the FTC Act. See, e.g., *FTC v. Wyndham Worldwide*  
7 *Corp.*, 799 F.3d 236 (3d Cir. 2015).
- 8 23. Upon information and belief, Defendant has policies and procedures in place regarding the  
9 safeguarding of confidential information it is entrusted with and Defendant failed to comply  
10 with those policies.
- 11 24. Defendant also negligently failed to comply with industry standards or even implement  
12 rudimentary security practices, resulting in Plaintiff’s and the Class’ confidential  
13 information being substantially less safe than had this information been entrusted with other  
14 similar companies.
- 15 25. In or around August 4, 2022, Plaintiff and thousands of Class Members received  
16 notifications from Defendant it learned of suspicious activity that allowed one or more  
17 cybercriminals to access its systems through a ransomware attack.
- 18 26. The September 2022 Notice disclosed that hackers had accessed Defendant’s systems.
- 19 27. The hackers were able to access Plaintiff’s personal information because Defendant failed  
20 to take reasonable measures to protect the Personally Identifiable Information it collected  
21 and stored.
- 22 28. Among other things, Defendant failed to implement data security measures designed to  
23 prevent this attack.
- 24 29. Defendant’s notice of Data Breach was not just untimely but woefully deficient, failing to  
25 provide basic details, including but not limited to, how unauthorized parties accessed its  
26 networks, whether the information was encrypted or otherwise protected, how it learned of  
27 the Data Breach, whether the breach occurred system-wide, whether servers storing  
28 information were accessed, and how many patients were affected by the Data Breach.

1 30. As a result of Defendant's failure to properly secure Plaintiff's and the Class Members'  
2 personal identifying information, Plaintiff's and the Class Members' privacy has been  
3 invaded.

4 31. Moreover, all of this personal information is likely for sale to criminals on the dark web,  
5 meaning that unauthorized parties have accessed and viewed Plaintiff's and the Class  
6 Members' unencrypted, non-redacted information, including as name, contact and  
7 demographic information, date of birth, and product registration information..

8 32. Given all of the information obtained, the criminals would also be able to create numerous  
9 fake accounts and sell sensitive information, as part of their identity theft operation.

10 33. As a direct and proximate result of Defendant's wrongful disclosure, criminals now have  
11 Plaintiff's and the Class Members' personal identifying information.

12 34. Additionally, the disclosure makes Plaintiff and Class Members much more likely to  
13 respond to requests from Defendant or law enforcement agencies for more personal  
14 information, such as bank account numbers, login information or even Social Security  
15 numbers.

16 35. Because criminals know this and are capable of posing as Defendant or law enforcement  
17 agencies, consumers like Plaintiff and their fellow Class Members are more likely to  
18 unknowingly give away their sensitive personal information to other criminals.

19 36. Defendant's wrongful actions and inaction here directly and proximately caused the public  
20 disclosure of Plaintiff's and Class Members' personal identifying information without their  
21 knowledge, authorization and/or consent.

22 37. As a further direct and proximate result of Defendant's wrongful actions and/or inaction,  
23 Plaintiff and Class Members have suffered, and will continue to suffer, damages including,  
24 without limitation, expenses for credit monitoring and identity theft insurance, out-of-  
25 pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-  
26 economic harm.

27 38. Plaintiff and Class Members are now required to monitor their accounts and to respond to  
28 identity theft.

29 39. Plaintiff and Class Members now face a very high risk of identity theft.

1 40. Names and dates of birth, combined with contact information like telephone numbers and  
2 email addresses, are very valuable to hackers and identity thieves as it allows them to access  
3 users' other accounts.

4 41. Thus, even if some information was not involved in the Data Breach, the unauthorized  
5 parties could use Plaintiff's and Class Members' Private Information to access other  
6 information, including, but not limited to email accounts, government services accounts, e-  
7 commerce accounts, payment card information, and financial accounts, to engage in the  
8 fraudulent activity identified by Plaintiff.

9 42. Despite disregarding its obligations to protect the sensitive information that Plaintiff and  
10 Class Members entrusted it with, Defendant has not offered Plaintiff and Class Members  
11 any monetary compensation or even assistance with identity protection services.

12 43. Defendant was at all times fully aware of its obligation to protect the Private Information  
13 of its customers.

14 44. Defendant was also aware of the significant repercussions that would result from its failure  
15 to do so.

16 **Class Action Allegations**

17 45. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff bring this class action on behalf of  
18 themselves and the following Class of similarly situated individuals:

19 All persons whose sensitive personal information, including, but not  
20 limited to, name, contact and demographic information, date of birth,  
21 and product registration information that was obtained by an  
22 unauthorized individual or individuals from Defendant during the  
August 2022 data breach.

23 46. The Class specifically excludes Defendant and its officers, directors, agents and/or officers,  
24 the Court, and Court personnel.

25 47. The putative Class is comprised of over 3,000 persons, making joinder impracticable. The  
26 joinder of the Class Members is impractical and the disposition of their claims in the Class  
27 action will provide substantial benefits both to the parties and to the Court. The Class can  
28 be identified through Defendant's records or Defendant's agents' records.

29 48. The rights of each Class Member were violated in an identical manner as a result of  
Defendant's willful, reckless and/or negligent actions and/or inaction.

1 49. The questions of law and fact common to all Class Members, and which predominate over  
2 any questions affecting only individual Class Members, are as follows:

- 3 a. Whether Defendant negligently failed to maintain and execute reasonable procedures  
4 designed to prevent unauthorized access to Plaintiff's and Class Members' personal  
5 identifying information;
- 6 b. Whether Defendant was negligent in storing and failing to adequately safeguard Plaintiff's  
7 and Class Members' personal identifying information;
- 8 c. Whether Defendant owed a duty to Plaintiff and Class Members to exercise reasonable  
9 care in protecting and securing their personal identifying information;
- 10 d. Whether Defendant breached its duties to exercise reasonable care in failing to protect and  
11 secure Plaintiff's and Class Members' personal identifying information;
- 12 e. Whether by disclosing Plaintiff's and Class Members' personal identifying information  
13 without authorization, Defendant invaded Plaintiff's and Class Members' privacy;
- 14 f. Whether Defendant created an implied contract with Plaintiff and Class Members to keep  
15 their personal identifying information confidential; and
- 16 g. Whether Plaintiff and Class Members sustained damages as a result of Defendant's failure  
17 to secure and protect their personal identifying information.

18 50. Plaintiff and their counsel will fairly and adequately represent the interests of Class  
19 Members.

20 51. Plaintiff has no interests antagonistic to, or in conflict with, Class Members' interests.

21 52. Plaintiff's attorneys are experienced in the prosecution of consumer class action, complex  
22 litigation and privacy breach cases.

23 53. Plaintiff's claims are typical of Class Members' claims in that Plaintiff's claims and Class  
24 Members' claims all arise from Defendant's wrongful disclosure of their personal  
25 identifying information and from Defendant's failure to properly secure and protect the  
26 same.

27 54. A class action is superior to all other available methods for fairly and efficiently  
28 adjudicating Plaintiff's and Class Members' claims. Plaintiff and Class Members have been  
29 irreparably harmed as a result of Defendant's wrongful actions and/or inaction.



1 55. Litigating this case as a class action will reduce the possibility of repetitious litigation  
2 relating to Defendant's failure to secure and protect Plaintiff's and Class Members' personal  
3 identifying information.

4 56. Class certification, therefore, is appropriate pursuant to Rule 23 because the above common  
5 questions of law or fact predominate over any questions affecting individual Class  
6 Members, and a class action is superior to other available methods for the fair and efficient  
7 adjudication of this controversy.

8 57. Class certification also is appropriate pursuant Federal Rule of Civil Procedure 23 because  
9 Defendant has acted or refused to act on grounds generally applicable to the Class, so that  
10 final injunctive relief or corresponding declaratory relief is appropriate as to the Class as a  
11 whole.

12 58. The expense and burden of litigation would substantially impair the ability of Class  
13 Members to pursue individual lawsuits in order to vindicate their rights.

14 59. Absent a class action, Defendant will retain the benefits of their wrongdoing despite its  
15 serious violations of the law.

16 **First Cause of Action**  
17 **Negligence**

18 60. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set  
19 forth herein.

20 61. Upon Defendant's accepting and storing the Private Information of Plaintiff and the Class  
21 in its computer systems and on its networks, Defendant undertook and owed a duty to  
22 Plaintiff and the Class to exercise reasonable care to secure and safeguard that information  
23 and to use commercially reasonable methods to do so. Defendant knew that the Private  
24 Information was private and confidential and should be protected as private and  
25 confidential.

26 62. Defendant owed a duty of care not to subject Plaintiff's and the Class's Private Information  
27 to an unreasonable risk of exposure and theft because Plaintiff and the Class were  
28 foreseeable and probable victims of any inadequate security practices.

29 63. It was reasonably foreseeable that Defendant's failure to exercise reasonable care in  
safeguarding and protecting Plaintiff's and Class Members' personal identifying

1 information would result in an unauthorized third party gaining access to such information  
2 for no lawful purpose, and that such third parties would use Plaintiff's and Class Members'  
3 personal identifying information for malevolent and unlawful purposes, including the  
4 commission of direct theft and identity theft.

5 64. Defendant knew, or should have known, of the risks inherent in collection and storing  
6 Private Information and the importance of adequate security.

7 65. Defendant knew of should have known about numerous well-publicized data breaches  
8 within the medical industry.

9 66. Plaintiff and the Class Members were (and continue to be) damaged as a direct and  
10 proximate result of Defendant's failure to secure and protect their personal identifying  
11 information as a result of, *inter alia*, direct theft, identity theft, expenses for credit  
12 monitoring and identity theft herein, insurance incurred in mitigation, out-of-pocket  
13 expenses, anxiety, emotional distress, loss of privacy, and other economic and non-  
14 economic harm, for which they suffered loss and are entitled to compensation.

15 67. Defendant's wrongful actions and/or inaction (as described above) constituted (and  
16 continue to constitute) negligence at common law.

17  
18 **Second Cause of Action**  
19 **Invasion of Privacy by Public**  
20 **Disclosure of Private Facts and Intrusion Upon Seclusion**

21 68. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set  
22 forth herein.

23 69. Plaintiff's and Class Members' personal identifying information is and always has been  
24 private information.

25 70. Dissemination of Plaintiff's and Class Members' private information is not of a legitimate  
26 public concern; publication to third parties of their personal identifying information would  
27 be, is and will continue to be, offensive to Plaintiff, Class Members, and other reasonable  
28 people.

29 71. Plaintiff and the Class Members were (and continue to be) damaged as a direct and  
proximate result of Defendant's invasion of their privacy by publicly disclosing their private  
facts including, *inter alia*, direct theft, identity theft, expenses for credit monitoring and

1 identity theft insurance, out-of-pocket expenses, anxiety, emotional distress, loss of privacy,  
2 and other economic and non-economic harm, for which they are entitled to compensation.

3 72. Defendant's wrongful actions and/or inaction (as described above) constituted (and  
4 continue to constitute) an invasion of Plaintiff's and Class Members' privacy by publicly  
5 disclosing their private facts (*i.e.*, their personal identifying information).

6  
7 **Third Cause of Action**  
8 **Breach of Contract**

9 73. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set  
10 forth herein.

11 74. Plaintiff and other Class Members entered into valid and enforceable express contracts with  
12 Defendant under which Plaintiff and other Class Members agreed to provide their Private  
13 Information to Defendant, and Defendant agreed to provide medical services and, impliedly,  
14 if not explicitly, agreed to protect Plaintiff's and Class Members' Private Information.

15 75. To the extent Defendant's obligation to protect Plaintiff's and other Class Members' Private  
16 Information was not explicit in those express contracts, the express contracts included  
17 implied terms requiring Defendant to implement data security adequate to safeguard and  
18 protect the confidentiality of Plaintiff's and other Class Members' Private Information,  
19 including in accordance with federal, state and local laws; and industry standards.

20 76. Neither Plaintiff nor any Class member would have entered into these contracts with  
21 Defendant without the understanding that Plaintiff's and other Class Members' Private  
22 Information would be safeguarded and protected; stated otherwise, data security was an  
23 essential implied term of the parties' express contracts.

24 77. A meeting of the minds occurred, as Plaintiff and Class Members agreed, among other  
25 things, to provide their Private Information in exchange for Defendant's agreement to  
26 protect the confidentiality of that Private Information.

27 78. The protection of Plaintiff's and Class Members' Private Information were material aspects  
28 of Plaintiff and Class Members' contracts with Defendant.  
29

1 79. Defendant's promises and representations described above relating industry practices, and  
2 Defendant's purported concern about its clients' privacy rights became terms of the  
3 contracts between Defendant and its clients, including Plaintiff and other Class Members.

4 80. Defendant breached these promises by failing to comply with reasonable industry practices.

5 81. Plaintiff and Class Members read, reviewed, and/or relied on statements made by or provided  
6 by Defendant and/or otherwise understood that Defendant would protect its patients' Private  
7 Information if that information were provided to Defendant.

8 82. Plaintiff and Class Members fully performed their obligations under the implied contract  
9 with Defendant; however, Defendant did not.

10 83. As a result of Defendant's breach of these terms, Plaintiff and Class Members have suffered  
11 a variety of damages including but not limited to: the lost value of their privacy; not getting  
12 the benefit of their bargain with Defendant; the value of the lost time and effort required to  
13 mitigate the actual and potential impact of the Data Breach on their lives, including, inter alia,  
14 the requirement to place "freezes" and "alerts" with credit reporting agencies, to contact  
15 financial institutions, to close or modify financial accounts, to closely review and monitor  
16 credit reports and various accounts for unauthorized activity, and to file police reports.

17 84. Additionally, Plaintiff and Class Members have been put at an increased risk of future  
18 identity theft, fraud, and/or misuse of their Private Information, which may take years to  
19 manifest, discover, and detect.

20 85. Plaintiff and Class Members are therefore entitled to damages, including restitution and unjust  
21 enrichment, disgorgement, declaratory and injunctive relief, and fees and costs of litigation.  
22

23  
24 **Fourth Cause of Action**  
25 **Breach of Implied Contract**

26 86. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set  
27 forth herein.

28 87. "Where the terms of a contract are literally complied with but one party to the contract  
29 deliberately contravenes the intention and spirit of the contract, that party can incur liability

1 for breach of the implied covenant of good faith and fair dealing.” *Hilton Hotels Corp. v.*  
2 *Butch Lewis Prods., Inc.*, 107 Nev. 226, 232 (1991).

3 88. Among other things, Plaintiff and Class Members were required to disclose their personal  
4 identifying information to Defendant in order to obtain the Defendant’s goods and services,  
5 as well as implied contracts for the Defendant to implement data security adequate to  
6 safeguard and protect the privacy of Plaintiff’s and Class Members’ Private Information.

7 89. When Plaintiff and Class Members provided their Private Information to Defendant in  
8 exchange for Defendant’s services, they entered into implied contracts with Defendant  
9 pursuant to which Defendant agreed to reasonably protect such information.

10 90. In entering into such implied contracts, Plaintiff and Class Members reasonably believed  
11 and expected that Defendant’s data security practices complied with relevant laws and  
12 regulations and were consistent with industry standards.

13 91. Class Members who paid money to Defendant reasonably believed and expected that  
14 Defendant would use part of those funds to obtain adequate data security.

15 92. Defendant failed to do so.

16 93. Under implied contracts, Defendant and/or its affiliated providers promised and were  
17 obligated to: (a) provide goods and services to Plaintiff and Class Members; and (b) protect  
18 Plaintiff’s and Class Members’ Private Information provided to obtain the benefits of such  
19 services.

20 94. In exchange, Plaintiff and Members of the Class agreed to pay money for these services,  
21 and to turn over their Private Information.

22 95. Plaintiff and Class Members performed their obligations under the contract when they paid  
23 for Defendant’s goods and services and provided their Private Information.

24 96. Defendant materially breached its contractual obligation to protect the private information  
25 Defendant gathered when the information was accessed and exfiltrated during the Data  
26 Breach.

27 97. Defendant materially breached the terms of the implied contracts.

28 98. Defendant did not maintain the privacy of Plaintiff’s and Class Members’ Private  
29 Information as evidenced by its notifications of the Data Breach to Plaintiff and Class  
Members.

1 99. Specifically, Defendant did not comply with industry standards, standards of conduct  
2 embodied in statutes like Section 5 of the FTCA, or otherwise protect Plaintiff's and Class  
3 Members' private information as set forth above.

4 100. The Data Breach was a reasonably foreseeable consequence of Defendant's actions in  
5 breach of these contracts.

6 101. As a result of Defendant's failure to fulfill the data security protections promised in these  
7 contracts, Plaintiff and Class Members did not receive full benefit of the bargain they  
8 entered into, and instead received goods and services that were of a diminished value to that  
9 described in the contracts.

10 102. Plaintiff and Class Members, therefore, were damaged in an amount at least equal to the  
11 difference in the value between the goods and services they paid for as compared to what  
12 they received.

13 103. Had Defendant disclosed that its security was inadequate or that it did not adhere to  
14 industry-standard security measures, neither the Plaintiff, Class Members, nor any  
15 reasonable person would have purchased goods and services from Defendant and/or its  
16 affiliated providers.

17 104. As a direct and proximate result of the Data Breach, Plaintiff and Class Members have been  
18 harmed and suffered, and will continue to suffer, actual damages and injuries, including  
19 without limitation the release and disclosure of their Private Information, the loss of control  
20 of their Private Information, the imminent risk of suffering additional damages in the future,  
21 out of pocket expenses, and the loss of the benefit of the bargain they had struck with  
22 Defendant.

23  
24 **Fifth Cause of Action**  
25 **Violation of Nevada Deceptive Trade Practices Act**  
26 **Nev. Rev. Stat. §598, et Seq.**

27 105. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set  
28 forth herein.

29 106. This cause of action is brought pursuant to the Nevada Deceptive Trade Practices Act, Nev.  
Rev. Stat. §§598 *et seq.*, (the "Nevada Act").

1 107. Defendant sells electronic and computer goods and services to the general public.  
2 Defendant's activities are governed by the State Consumer Protection Acts.

3 108. On information and belief, affected individuals include persons over the age of 60 and  
4 persons with disabilities.

5 109. In all requisite matters alleged herein, Defendant acted in the course of their business or  
6 occupation within the meaning of NRS §§598.0903 to 598.0999.

7 110. In all requisite matters alleged herein, Defendant acted willfully in violation of NRS §598.

8 111. Defendant violated NRS §598 by engaging in the unfair and deceptive practices as  
9 described herein which offend public policies and are immoral, unethical, unscrupulous and  
10 substantially injurious to consumers.

11 112. Reasonable customers would be misled by Defendant's misrepresentations and omissions  
12 concerning the security of their personally identifying information.

13 113. Defendant's unfair and deceptive practices are thus likely to, and have, misled the Class  
14 Members acting reasonably in the circumstances, in violation of NRS §598.

15 114. Defendant specifically engaged in the following activity, all of which violate NRS §598:

16 a. Defendant failed to maintain and execute reasonable procedures designed to prevent  
17 unauthorized access to Plaintiff's and Class Members' personal identifying  
18 information;

19 b. Defendant acted unlawfully in improperly storing and failing to adequately  
20 safeguard Plaintiff's and Class Members' personal identifying information;

21 c. Defendant failed to exercise reasonable care in protecting and securing their  
22 personal identifying information;

23 d. Defendant failed to properly and timely notify Plaintiff and the Class about the  
24 severity of the breach, including failure to provide an adequate description of the  
25 breach and the risks associated with the breach.

26 115. In all requisite matters alleged herein, Defendant acted knowingly within the meaning of  
27 NRS §598.

28 116. In all requisite matters alleged herein, Defendant acted willfully in violation of NRS §598.

29 117. Plaintiff and Class Members have been aggrieved by Defendant's unfair and deceptive  
practices including because they have lost control of their personally identifying

1 information, and they have to expend out of pocket money and efforts to mitigate the harm  
2 caused by Defendant.

3 118. Pursuant to NRS §598, Plaintiff and the Class Members seek a declaratory judgment and  
4 court order enjoining the above-described wrongful acts and practices of Defendant.  
5 Additionally, Plaintiff and the Class Members make claims for damages, and fees and costs  
6 of litigation.

7 **Prayer for Relief**

8 119. Wherefore, Plaintiff, individually and on behalf of the other members of the Class proposed  
9 in this complaint, respectfully request that the Court enter judgement in favor of Plaintiffs  
10 and the Class against Defendant, as follows:

- 11 • Certifying this action as a class action, with a class as defined above;
- 12 • For equitable relief enjoining Defendant from engaging in the wrongful  
13 acts and omissions complained of herein pertaining to the misuse and/or  
14 disclosure of Plaintiff's and Class Members' Private Information, and  
15 from failing to issue prompt, complete and accurate disclosures to  
16 Plaintiff and Class Members;
- 17 • Awarding compensatory damages to redress the harm caused to Plaintiff  
18 and Class Members in the form of, *inter alia*, direct theft, identity theft,  
19 expenses for credit monitoring and identity theft insurance, out-of-  
20 pocket expenses, anxiety, emotional distress, loss of privacy, and other  
21 economic and non-economic harm. Plaintiff and Class Members also are  
22 entitled to recover statutory damages and/or nominal damages.  
23 Plaintiff's and Class Members' damages were foreseeable by Defendant  
24 and exceed the minimum jurisdictional limits of this Court.
- 25 • Ordering injunctive relief including, without limitation, (i) adequate  
26 credit monitoring, (ii) adequate identity theft insurance, (iii) instituting  
27 security protocols in compliance with the appropriate standards and (iv)  
28 requiring Defendant to submit to periodic compliance audits by a third  
29 party regarding the security of personal identifying information in its  
possession, custody and control.



- Awarding Plaintiff and the Class Members interest, costs and attorneys' fees; and
- Awarding Plaintiff and the Class such other and further relief as this Court deems just and proper.

**Trial by Jury**

120. Pursuant to the seventh amendment to the Constitution of the United States of America and the Constitution of the State of Nevada, Plaintiff is entitled to, and demands, a trial by jury.

DATED this 6th day of September 2022.

**FREEDOM LAW FIRM**

/s/ George Haines

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*Attorneys for Plaintiff and on behalf  
of all others similarly situated*

CIVIL COVER SHEET

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.)

I. (a) PLAINTIFFS

Shelby Harmer, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Clark (EXCEPT IN U.S. PLAINTIFF CASES)

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

Freedom Law Firm, 8985 South Eastern Ave., Suite 350, Las Vegas, NV 89123 (702) 880-5554

DEFENDANTS

Samsung Electronics America, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and categories.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 150,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

September 6, 2022 /s/George Haines

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

District of Nevada

SHELBY HARMER, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

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.,

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:

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

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:

**Print**

**Save As...**

**Reset**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Samsung Data Breach Exposed Private Info of Thousands of Customers, Class Action Alleges](#)

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