

MONROE COUNTY CLERK'S OFFICE

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Instrument: COMPLAINT

Control #: 202306200305

Index #: E2023006377

Date: 06/20/2023

Time: 9:44:44 AM

Return To:
SPENCER SHEEHAN
60 CUTTERMILL RD STE 412
GREAT NECK, NY 11021

Murray, Christina

Samsung Electronics America, Inc.

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

Christina Murray, individually and on behalf
of all others similarly situated,

Plaintiff,

- against -

Samsung Electronics America, Inc.,

Defendant

Index No.

Class Action Complaint

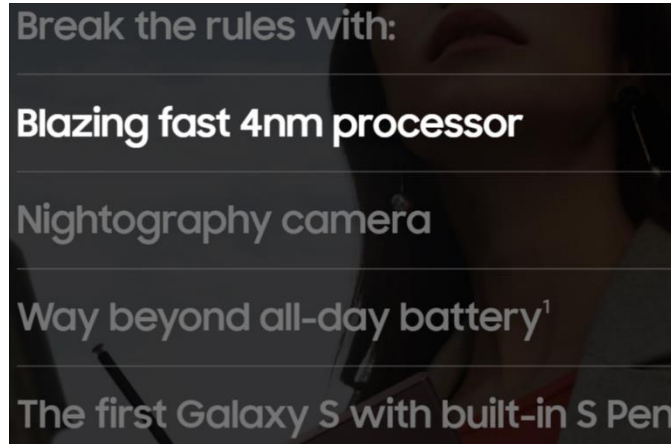
Jury Trial Demanded

Plaintiff alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. Samsung Electronics America, Inc. (“Defendant” or “Samsung”) sells the Galaxy S22 Ultra smartphone, combining a cell phone with a computer, providing internet access, mobile games, taking pictures and communicating with friends (“Product”).



2. Samsung touts the Product’s impressive features, such as its “Blazing fast 4nm processor,” “Nightography camera,” “Way beyond all-day battery” and “The first Galaxy S with built-in S Pen.”



3. To operate the Galaxy requires power in the form of electricity, supplied by a charging cord and power adapter which transmit power from a source to the device.



4. While Samsung previously included charging blocks with its Galaxy phones, it recently removed this essential piece on the basis of reducing the phone’s environmental impact.

5. The resulting reaction from customers in the United States and across the globe

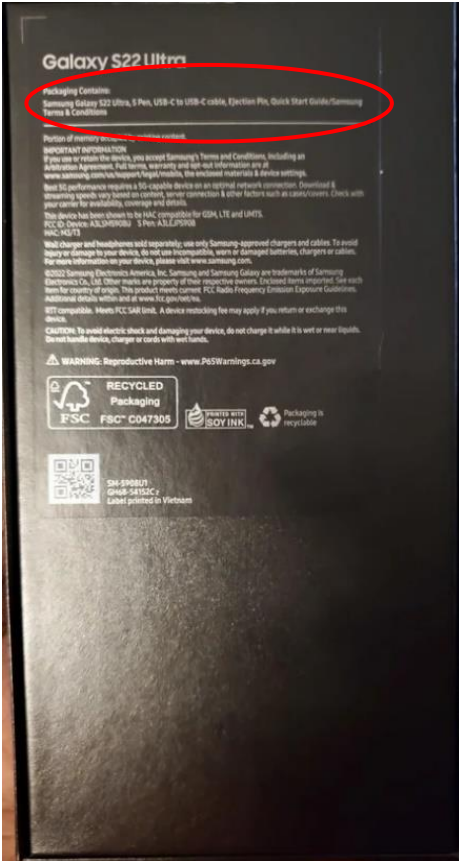
where the Galaxy S22 Ultra is sold was shock.



6. Instead of receiving charging cords and power adapters, consumers like Plaintiff received only the charging cord, in addition to the S-Pen and SIM card key.



7. The only notice provided to customers that their one thousand dollar plus smartphone was unable to function without the required charging equipment was located on the back of the box, in small print, stating, "Packaging Contains: Samsung Galaxy S22 Ultra, S Pen, Sim Card, Ejection Pin, USB-C to USB-C Cable, Quick Start Guide/Terms & Conditions."



8. By selling the Product without a charger, purchasers are unable to use it as intended, whether to make calls, use the internet, play games and send messages, because these functions require power transmitted to the device in the form of electricity.
9. Some have theorized that by not including a charging adapter, customers will be forced to pay extra money for wireless charging accessories, considered a high profit margin market.
10. However, typical purchasers of the Galaxy S22 Ultra do not want to charge their phones wirelessly and/or spend the additional money for unreliable wireless charging.
11. Nor do all purchasers have a surfeit of unused chargers at home from prior Galaxy phones which were sold with them, or from their use of other devices.
12. Where the utility of a good depends upon another good which is not provided by the

manufacturer, the good is considered defective or at a minimum, diminished in value.

13. By not providing a charger, customers like Plaintiff are forced to spend additional money on a charger.

14. When Defendant removed the charger, not only was the price of the Product not correspondingly reduced by the amount of the power adapter, the price increased, unrelated to other added functionality which could justify this increase.

15. If a customer realizes in the store that the Galaxy S22 Ultra they purchased does not come with a charger, they will almost always want to go home with a charger.

16. Other countries, including Brazil, took action on behalf of consumers to require Samsung to either add back the charging adapter to the Galaxy S22 Ultra box or allow purchasers to receive a free adapter by requesting one online.

Jurisdiction and Venue

17. Jurisdiction is based on Defendant’s conduct within this State and/or its status as a corporation incorporated under the laws of New York.

18. Venue is based on Plaintiff’s residence in Monroe County.

Parties

19. Plaintiff is a citizen of Monroe County.

20. Defendant is a corporation formed under the laws of New York.

21. Plaintiff expected the Product would come with a charger so the device could be operated without having to buy another part.

22. Plaintiff expected that if she was buying something which required the purchase of another item to render the purchase functional, this information would be prominently disclosed to her, which was not the case here.

23. Plaintiff purchased the Product through a cell phone carrier and/or consumer electronics store in 2021 or 2022.

24. As a result of the false and misleading representations, the Product is sold at premium price, approximately not less than eight hundred dollars, excluding tax and sales.

25. Plaintiff bought the Product at or exceeding the above-referenced price.

26. Plaintiff paid more for the Product, would have paid less or not have purchased it had she known the representations and omissions were false and misleading.

27. The value of the Product that Plaintiff purchased was materially less than its value as represented by Defendant.

28. Plaintiff chose between this Product and others represented similarly, but which did not misrepresent their attributes, requirements, instructions, features, and/or components.

Class Allegations

29. Plaintiff seeks certification of a:

New York Class: All persons in the State of New York who purchased the Product in New York within the statutes of limitations for each cause of action alleged.

30. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

31. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

32. Plaintiff is an adequate representative because her interests do not conflict with other members.

33. No individual inquiry is necessary since the focus is only on Defendant's practices

and the class is definable and ascertainable.

34. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

35. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

New York General Business Law ("GBL") §§ 349 and 350

36. Plaintiff incorporates by reference all preceding paragraphs.

37. Plaintiff relied on a basic expectation that a mobile phone would be sold with the essential parts to render it functional, because the alternative would be the purchase of an incomplete and/or non-functional product and/or previous Galaxy phones were sold with power adapters and charging cords.

38. Plaintiff would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

Breach of Contract

39. Plaintiff and Defendant entered into a contract for the sale of the Product.

40. The terms included the Product would include the necessary components to render it functional, such as a power adapter.

41. Plaintiff paid money for the Product, which Defendant received.

42. Defendant breached the contract because the Product did not include the necessary component in the form of a power adapter to render it functional.

43. Plaintiff was injured by having to go without a charger and/or paying additional money for a charger, without paying any reduced price for the Product.

Breaches of Express Warranty and
Implied Warranty of Merchantability/Fitness for a Particular Purpose

44. The Product was manufactured, identified, marketed and sold by Defendant and expressly and impliedly warranted to Plaintiff that it would be sold with the essential parts to render it functional, because the alternative would be the purchase of an incomplete and/or non-functional product and/or previous Galaxy phones were sold with power adapters and charging cords.

45. Defendant directly marketed the Product to Plaintiff through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions distributed to resellers, and targeted digital advertising.

46. Defendant knew the product attributes that potential customers like Plaintiff were seeking and developed its marketing and labeling to directly meet those needs and desires.

47. Defendant's representations about the Product were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant it would be sold with the essential parts to render it functional, because the alternative would be the purchase of an incomplete and/or non-functional product and/or previous Galaxy phones were sold with power adapters and charging cords.

48. Defendant's representations affirmed and promised that the Product would be sold with the essential parts to render it functional, because the alternative would be the purchase of an incomplete and/or non-functional product and/or previous Galaxy phones were sold with power adapters and charging cords.

49. Defendant described the Product so Plaintiff believed that it would be sold with the essential parts to render it functional, because the alternative would be the purchase of an

incomplete and/or non-functional product and/or previous Galaxy phones were sold with power adapters and charging cords, which became part of the basis of the bargain that it would conform to its affirmations and promises.

50. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

51. This duty is based on Defendant's outsized role in the market for this type of Product, a trusted company known for its established Galaxy line of smartphones.

52. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

53. Plaintiff provided or provides notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Product's warranties.

54. Defendant received notice and should have been aware of these issues due to complaints by third-parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums and/or its website.

55. This includes numerous complaints from users in the United States and abroad, including official action taken in other countries to require Samsung to provide a power adapter with the sale of the phone.

56. The Product did not conform to its affirmations of fact and promises due to Defendant's actions.

57. The Product was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to the promises or affirmations of fact made on the packaging, container or label, because it was marketed as if it would be sold with the essential parts to render it functional, because the alternative would be the purchase of an incomplete and/or non-functional product and/or previous Galaxy phones

were sold with power adapters and charging cords.

58. The Product was not merchantable because Defendant had reason to know the particular purpose for which it was bought by Plaintiff, because she expected it would be sold with the essential parts to render it functional, because the alternative would be the purchase of an incomplete and/or non-functional product and/or previous Galaxy phones were sold with power adapters and charging cords, and she relied on Defendant’s skill and judgment to select or furnish such a suitable product.

Unjust Enrichment

59. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members, who seek restitution and disgorgement of inequitably obtained profits.

Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Awarding monetary, statutory and/or punitive damages and interest;
3. Awarding costs and expenses, including reasonable fees for Plaintiff’s attorneys and experts; and
4. Other and further relief as the Court deems just and proper.

Dated: June 19, 2023

Respectfully submitted,

/s/Spencer Sheehan
 Sheehan & Associates, P.C.
 60 Cuttermill Rd Ste 412
 Great Neck NY 11021

(516) 268-7080
spencer@spencersheehan.com

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Samsung Hit with Class Action Over Sale of Galaxy S22 Ultra Smartphone Without Charger](#)
