

54. The Class Ranges include at least the following 87 models, and likely

others:

FCQ321HTUB/XAA	NE59J3420SS/AA
FCQ321HTUW/XAA	NE59J3420SW/AA
FCQ321HTUX/XAA	NE59J3421SS/AA
FE-N500WX/XAA	NE59J7630SB/AA
FE710DRS/XAA	NE59J7630SG/AA
FER300SB/XAA	NE59J7630SS/AA
FER300SB/XAB	NE59J7630SW/AA
FER300SW/XAA	NE59J7650WS/AA
FER300SW/XAC	NE59J7750WS/AA
FER300SX/XAA	NE59J7850WG/AA
FER300SX/XAC	NE59J7850WS/AA
FTQ307NWGX/XAA	NE59K3310SB/AA
FTQ352IWUB/XAA	NE59K3310SS/AA
FTQ352IWUW/XAA	NE59K3310SW/AA
FTQ352IWUX/XAA	NE59M4310SB/AA
FTQ353IWUB/XAA	NE59M4310SS/AA
FTQ353IWUW/XAA	NE59M4310SW/AA
FTQ353IWUX/XAA	NE59M4320SB/AA
FTQ386LWUX/XAA	NE59M4320SG/AA
FTQ387LWGX/XAA	NE59M4320SS/AA
FX510BGS/XAA	NE59M4320SW/AA
FX710BGS	<b>NE59M6850SG/AA</b>
FX710BGS/XAA	<b>NE59M6850SS/AA</b>
FX710BGS/XAC	NE59N6630SG/AA
NE594R0ABBB/AA	NE59N6630SS/AA
NE594R0ABSR/AA	NE59N6650SG/AA
NE594R0ABWW/AA	NE59N6650SS/AA
NE595N0PBSR/AA	NX583G0VBBB/AA
NE595R0ABBB/AA	NX583G0VBBSR/AA
NE595R0ABSR/AA	NX583G0VBWW/AA
NE595R0ABWW/AA	NX58F5300SS/AA
NE595R1ABSR/AA	NX58F5500SB/AA
NE597N0PBSR/AA	NX58F5500SS/AA
NE597R0ABSR/AA	NX58F5500SW/AA
NE599N1PBSR/AC	NX58F5700WS/AA
NE59J3420SB/AA	NX58H5600SS/AA

NX58H5650WS/AA  
**NX58H9500WS/AA**  
NX58H9950WS/AA  
**NX58J5600SG/AA**  
NX58K3310SB/AA  
**NX58K3310SS/AA**  
NX58K3310SW/AA  
**NX58K9500WG/AA**

**NX58M5600SB/AA**  
**NX58M5600SW/AA**  
NX58M6630SS/AA  
NX58M6650WG/AA  
**NX58M9420SS/AA**  
NX58R9421SS/AA  
NX58R9421ST/AA

55. Samsung continues to market and sell the Class Ranges that are listed in bold.

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

57. Had Plaintiffs and Class Members known about the Defect, they would not have purchased their Class Ranges or would have paid significantly less in doing so.

### **TOLLING OF THE STATUTE OF LIMITATIONS**

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