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7  
8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10  
11 **JESUS SANCHEZ**, an individual; on behalf of  
12 themselves and all other similarly situated  
persons;

13 **PLAINTIFF,**

14 **v.**

15 **SAMSUNG ELECTRONICS AMERICA,**  
16 **INC.**, a New York Corporation; and  
17 **SAMSUNG ELECTRONICS CO., LTD.**,  
a Foreign Corporation,

18 **DEFENDANTS.**

**CASE NO.:**

**CLASS ACTION COMPLAINT**

1. **FRAUDULENT CONCEALMENT / NON-DISCLOSURE;**
2. **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW;**
3. **VIOLATIONS OF CALIFORNIA'S FALSE ADVERTISING LAW;**
4. **VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT; AND**
5. **UNJUST ENRICHMENT**

**JURY TRIAL DEMANDED**

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**TABLE OF CONTENTS**

	<u>Page</u>
I. INTRODUCTION.....	1
II. JURISDICTION AND VENUE.....	3
III. THE PARTIES .....	5
A. PLAINTIFF.....	5
B. DEFENDANTS .....	5
C. AGENCY & CONCERT OF ACTION.....	6
IV. FACTUAL ALLEGATIONS.....	6
A. SAMSUNG’S GALAXY S AND NOTE PRODUCTS.....	6
B. THE LITHIUM ION BATTERIES IN SAMSUNG’S SMARTPHONES POSE A DANGER TO PLAINTIFF AND THE PUBLIC .....	9
C. SAMSUNG WAS AND IS AWARE OF OVERHEATING PROBLEMS WITH THE SUBJECT PHONES, FAILED TO FIX THE PROBLEM OR WARN ITS CUSTOMERS .....	12
D. SAMSUNG’S CONCEALED OF THE DANGERS POSED BY ITS PRODUCTS...	17
E. PLAINTIFF’S EXPERIENCES .....	21
V. CLASS ACTION ALLEGATIONS.....	21
VI. CAUSES OF ACTION .....	24
<u>FIRST CAUSE OF ACTION</u> .....	24
FRAUDULENT CONCEALMENT/NON-DISCLOSURE CAL. CIV. CODE §§ 1709 AND 1710(3) (PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)	
<u>SECOND CAUSE OF ACTION</u> .....	26
VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION LAW CAL. BUS. & PROF. CODE §§ 17200 ET SEQ. (PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)	
<u>THIRD CAUSE OF ACTION</u> .....	27
VIOLATIONS OF CALIFORNIA’S FALSE ADVERTISING LAW CAL. BUS. & PROF. CODE §§ 17500 <i>ET SEQ.</i> (PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)	

1            FOURTH CAUSE OF ACTION ..... 28  
2            VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT  
3            CAL. CIV. CODE §§ 1750 *ET SEQ.*  
              (PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

4            FIFTH CAUSE OF ACTION ..... 29  
5            UNJUST ENRICHMENT  
              (PLAINTIFF AND THE CLASS AGAINST SAMSUNG)

6            VII. PRAYER FOR RELIEF ..... 29

7            VIII. JURY DEMAND ..... 30  
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1 Plaintiff **JESUS SANCHEZ** (collectively hereinafter, “**PLAINTIFF**”) bring this action on  
2 behalf of themselves and all other similarly situated individuals, by and through their attorneys, for  
3 injunctive relief, restitution and damages caused by the conduct of **DEFENDANTS SAMSUNG**  
4 **ELECTRONICS AMERICA, INC.** and **SAMSUNG ELECTRONICS CO., LTD.** (collectively  
5 hereinafter, “**SAMSUNG**”), and each of them, as follows:

6 **I. INTRODUCTION**

7 1. **SAMSUNG** manufactures and sells smartphones which pose a threat to the safety  
8 of consumers.

9 2. As of the date of filing, both Samsung (SSNLF) and other multi-national  
10 corporations have stated that Samsung smartphones pose a threat to the safety of consumers.

11 3. These dangers made international headlines when numerous Samsung Note7  
12 devices exploded and burst into flames leading to a complete recall of the product.

13 4. Every air passenger carrier in the United States of America has banned the carrying  
14 of Samsung Note 7 on an airplane.

15 5. Until recently, air passenger carriers would make a unique and special  
16 announcement during the boarding and pre-take off period warning passengers that they had to  
17 turn over their Samsung Note 7 smartphones.

18 6. These warnings are unparalleled.

19 7. Despite the well-chronicled safety concerns with the Samsung Note7, **SAMSUNG**  
20 continues to sell, market, and distribute other smartphones which are at risk of overheating, fire  
21 and explosion.

22 8. The Consumer Product Safety Commission (CPSC) ordered the recall of over 1  
23 million of these smartphones.

24 9. **SAMSUNG** has recalled the Note7.

25 10. **SAMSUNG** continues to release updates on its recall efforts, including a December  
26 9, 2016 and January 22, 2017 update.<sup>1</sup>

27 ///

28 <sup>1</sup> <http://www.samsung.com/us/note7recall/> (Last accessed March 22, 2017 at 12:29 p.m.)

1           11.     However **SAMSUNG** has left other products in the marketplace and the safety  
2 issues are not limited to the Note7. The Note7 recall was a Band-Aid to a pervasive problem for  
3 which a major fix and repair was required.

4           12.     The Note7 recall appears to be, at least in part, a public relations effort to comfort  
5 the public that there was a technical fix to a pervasive problem.

6           13.     **SAMSUNG** has been made repeatedly aware of the issues with its smartphones, yet  
7 has failed to warn consumers of the dangers posed by the lithium ion batteries in the devices.  
8 **SAMSUNG** markets its phones as durable, reliable, always available, and the “hub” of consumers’  
9 lives on a 24/7 basis.

10          14.     **SAMSUNG** anticipates and encourages consumers to use their phone for all aspects  
11 of their lives, at all times with, on and available to them inside and outside of the home.

12          15.     Despite this expected and pervasive use, **SAMSUNG** has concealed from  
13 consumers that the products are, in fact, dangerous to the user and the public in general.

14          16.     **SAMSUNG** designs, manufactures and advertises the batteries in its smartphones to  
15 have maximum duration with minimum charge times.

16          17.     **SAMSUNG** designs, manufactures and advertises its smartphones to have superior  
17 computing capacity and power, and to effectively run a multitude of applications and processes  
18 simultaneously.

19          18.     **SAMSUNG**’s approach and desire to design a product with each of these, and  
20 other, qualities led **SAMSUNG** to manufacture smartphones which pose a risk of overheating, fire  
21 and explosion.

22          19.     While **SAMSUNG** recalled the Note7, it has failed, and continues to fail, to recall  
23 other dangerous products, failed to warn consumers of the dangers they pose, and failed to  
24 adequately respond to consumers whose phones have suffered from overheating, fire and  
25 explosion.

26          20.     The extreme risk of overheating, fire, and explosion along with **SAMSUNG**’s  
27 concomitant refusal to recall the products leaves **PLAINTIFF** and each member of the Class  
28 owning phones that have the propensity for the overheating and fire.

1 **II. JURISDICTION AND VENUE**

2 21. This action is within the jurisdiction of this Court by virtue of 28 U.S.C. §  
3 1332(d)(2). **PLAINTIFF** and **SAMSUNG** are citizens of different states and the amount in  
4 controversy of this action exceeds the sum of \$5,000,000, exclusive of interest and costs.

5 22. This Court has personal jurisdiction over **JESUS SANCHEZ** because they reside in  
6 California, and submit to the Court’s jurisdiction in this case.

7 23. This Court has personal jurisdiction over **SAMSUNG ELECTRONICS**  
8 **AMERICA, INC.**, because it conducted and continues to conduct substantial business in  
9 California, and has sufficient minimum contacts with California, including: Samsung Media  
10 Solutions Center America, a division of **SAMSUNG ELECTRONICS AMERICA, INC.**, is  
11 based out of Mountain View, California. **SAMSUNG ELECTRONICS AMERICA, INC.’S**  
12 printer product division is headquartered in Irvine, California.<sup>1</sup>

13 24. This Court has personal jurisdiction over **SAMSUNG ELECTRONICS CO., LTD**  
14 because it conducted and continues to conduct substantial business in California, and has sufficient  
15 minimum contacts with California, including: Samsung Strategy and Innovation Center, a global  
16 organization within **SAMSUNG’S** Device Solutions division, is headquartered in Menlo Park,  
17 California; Samsung Information Systems America is headquartered in San Jose, California;  
18 Samsung Semiconductor, Inc. is headquartered in San Jose, California; and, Samsung Open  
19 Innovation Center is located in Palo Alto, California.<sup>2</sup>

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24 <sup>1</sup> See Samsung, U.S. Divisions, available at: [http://www.samsung.com/us/aboutSamsung/Samsung\\_electronics/us\\_divisions/](http://www.samsung.com/us/aboutSamsung/Samsung_electronics/us_divisions/); <http://www.samsung.com/ContactUs/ElectronicsAmerica/index.htm>;  
25 <http://www.samsung.com/ContactUs/InformationSystemsAmerica/index.htm>; see also Gannes, Liz, “Samsung  
26 Confirms Four New Bay Area Offices,” Allthingsd.com (Dec. 29, 2012 at 2:13PM) available at:  
27 <http://allthingsd.com/20121229/SAMSUNG-confirms-four-new-bay-area-offices/>; “Samsung Electronics Announces  
28 New Silicon Valley R&D Center,” BusinessWire.com (Sept. 19, 2012 at 9:00 AM) available at:  
<http://www.businesswire.com/news/home/20120919005456/en/Samsung-Electronics-Announces-Silicon-Valley-Center>.

<sup>2</sup> *Ibid.*

1           25.     Venue is proper in this Court under 28 U.S.C. § 1391 because **SAMSUNG**  
 2 innovates, researches, develops, improves, and markets a substantial amount of phones in this  
 3 District. **SAMSUNG** “has been a presence in Silicon Valley for more than two decades.”<sup>1</sup>

4           26.     **SAMSUNG’S** Media Solutions Center (a Research and Development Center)<sup>2</sup>,  
 5 which is located in this District, “delivers innovative, connected experiences across Samsung’s  
 6 *mobile* and digital ecosystem that enhance the experience of owning a Samsung product,”<sup>3</sup> is  
 7 “[c]omprised of two six-story LEED Platinum designed office buildings totaling nearly 385,000  
 8 square feet, and two parking structures,” and “serves as an epicenter of innovation and is home to  
 9 some of the world’s top talent,” including “more than 250 doctorate recipients from some of the  
 10 best schools around the globe.”<sup>4</sup>

11           27.     According to a **SAMSUNG** press release, the “great successes” of the labs housed  
 12 at the Media Solutions Center “benefit Samsung’s vast portfolio of mobile, visual display, home  
 13 appliance, wearable and audio and stereo products.”<sup>5</sup>

14           28.     **SAMSUNG** also maintains and operates a Strategy and Innovation headquarters  
 15 “within Samsung’s Device Solutions division, with the core missions of open innovation in  
 16 collaboration with entrepreneurs and strategic partners,” within this District. Moreover, Samsung’s  
 17 Information Systems America and Semiconductor divisions are headquartered in this District,  
 18 along with an Open Innovation Center.<sup>6</sup>

19           29.     As a result, a substantial part of the events and/or omissions alleged in this  
 20 complaint, giving rise to **PLAINTIFF’S** claims, occurred in, emanated from and/or were directed  
 21 from this District.

22  
 23 <sup>1</sup> “Samsung Electronics Announces New Silicon Valley R&D Center,” BusinessWire.com (Sept. 19, 2012 at 9:00 AM)  
 24 available at: <http://www.businesswire.com/news/home/20120919005456/en/samsung-Electronics-Announces-Silicon-Valley-Center>.

<sup>2</sup> See *Ibid.*

25 <sup>3</sup> See samsung, U.S. Divisions, available at: [http://www.samsung.com/us/aboutsamsung/samsung\\_electronics/us\\_divisions/](http://www.samsung.com/us/aboutsamsung/samsung_electronics/us_divisions/).

26 <sup>4</sup> “Research at the Core of SAMSUNG Research America’s New Mountain View Campus,” SAMSUNG Newsroom  
 27 (Sept. 1, 2015) available at: <https://news.SAMSUNG.com/global/research-at-the-core-of-SAMSUNG-research-americas-new-mountain-view-campus>.

<sup>5</sup> *Ibid.*

28 <sup>6</sup> See SAMSUNG, U.S. Divisions, available at:  
[http://www.SAMSUNG.com/us/aboutSAMSUNG/SAMSUNG\\_electronics/us\\_divisions/](http://www.SAMSUNG.com/us/aboutSAMSUNG/SAMSUNG_electronics/us_divisions/).

1           30.     Venue is also proper because **SAMSUNG** is subject to this District’s personal  
2 jurisdiction with respect to this action.

3     **III.    THE PARTIES**

4           **A.    PLAINTIFF**

5           31.     Plaintiff **JESUS SANCHEZ** is a resident of San Diego, California. Plaintiff  
6 **SANCHEZ** purchased a Samsung Galaxy S6 smartphone in California, and suffered the injuries  
7 and damage complained of herein in the State of California.

8           **B.    DEFENDANTS**

9           32.     **PLAINTIFF** is informed and believe, and thereon allege, that **SAMSUNG**  
10 **ELECTRONICS CO., LTD.** was, at all relevant times mentioned herein, a foreign corporation  
11 organized and existing under the laws of the Republic of Korea, with its principal place of business  
12 located at 129 Samsung-Ro, Yeongtong-Gu, Suwon-si, Gyeonggi-do, Korea. **SAMSUNG**  
13 **ELECTRONICS CO., LTD.** is the parent company of **SAMSUNG ELECTRONICS**  
14 **AMERICA, INC.**

15           33.     **PLAINTIFF** is informed and believe, and thereon allege, that **SAMSUNG**  
16 **ELECTRONICS AMERICA, INC.** was, at all relevant times mentioned herein, a New York  
17 corporation organized and existing under the laws of the state of New York and registered with the  
18 California Secretary of State to conduct business in California.

19           34.     **SAMSUNG ELECTRONICS AMERICA, INC.** touts itself as “a recognized  
20 innovation leader in consumer electronics design and technology.”<sup>1</sup>

21           35.     **SAMSUNG ELECTRONICS AMERICA, INC.** is also a wholly owned  
22 subsidiary of Defendant **SAMSUNG ELECTRONICS CO., LTD.**

23           36.     **SAMSUNG** is one of the largest seller of smartphones in the world, dominating  
24 22.8% of the worldwide market in the second quarter of 2016, nearly double the market share of  
25 the next highest competitor.<sup>2</sup> In 2011 alone, **SAMSUNG** reported \$143.1 billion in sales and had

26 <sup>1</sup> See Samsung, U.S. Divisions, available at: [http://www.samsung.com/us/aboutsamsung/samsung\\_electronics/us\\_divisions/](http://www.samsung.com/us/aboutsamsung/samsung_electronics/us_divisions/).

27 <sup>2</sup> The next closest competitor was Apple with only 11.7% in worldwide sales of smartphones. “Smartphone Vendor  
28 Market Share, 2016 Q2,” International Data Corporation (IDC), available at:  
<http://www.idc.com/prodserv/smartphone-market-share.jsp>.



1 206,000 employees worldwide.<sup>1</sup> As of March 2016, **SAMSUNG** held the largest share of the  
 2 United States' smartphone market, at 28.8 percent.<sup>2</sup>

3 **C. AGENCY & CONCERT OF ACTION**

4 37. At all times herein mentioned, **SAMSUNG**, and each of them, hereinabove, were  
 5 the agents, servants, employees, partners, aiders and abettors, and/or joint venturers of each of the  
 6 **SAMSUNG** entities named herein and were at all times operating and acting within the purpose  
 7 and scope of said agency, service, employment, partnership, enterprise, and/or joint venture, and  
 8 each Defendant has ratified and approved the acts of each of the remaining **SAMSUNG** entities.  
 9 Each of the **SAMSUNG** entities aided and abetted, encouraged, and rendered substantial  
 10 assistance to the other **SAMSUNG** entities in breaching their obligations to **PLAINTIFF** and the  
 11 Class, as alleged herein. In taking action to aid and abet and substantially assist the commission of  
 12 these wrongful acts and other wrongdoings complained of, as alleged herein, each of the  
 13 **SAMSUNG** entities acted with an awareness of his/her/its primary wrongdoing and realized that  
 14 his/her/its conduct would substantially assist the accomplishment of the wrongful conduct,  
 15 wrongful goals, and wrongdoing.

16 **IV. FACTUAL ALLEGATIONS**

17 **A. SAMSUNG'S GALAXY S AND NOTE PRODUCTS**

18 38. **SAMSUNG** makes Android-based mobile devices, including its popular "Galaxy"  
 19 line of smartphones, phablets, and tablets.

20 39. New smartphones are released each year and are identified as part of the "Galaxy  
 21 S" series. The first generation "Galaxy S" phone hit the market in June 2010.

22 40. Following in subsequent years, **SAMSUNG** released the SII, SIII, S4, S5, S6, and  
 23 S7. In between the roll-out of a new flagship model, **SAMSUNG** commonly releases one or more  
 24 iteration of the prior flagship model. These interim iterations are often followed by variants that  
 25 have the word "Edge," "Edge+," or "Active" added to the model name. *See* Table in ¶42.

26 <sup>1</sup> "Samsung Electronics Announces New Silicon Valley R&D Center," BusinessWire.com (Sept. 19, 2012 at 9:00AM)  
 27 available at: <http://www.businesswire.com/news/home/20120919005456/en/samsung-Electronics-Announces-Silicon-Valley-Center>.

28 <sup>2</sup> Spence, Ewan "Samsung Topples Apple as Galaxy S7 Defeats iPhone" available at  
<http://www.forbes.com/sites/ewanspence/2016/05/04/samsung-overtakes-apple-us-smartphone-sales/#dcc15d3289f9>

1           41. In late 2011, **SAMSUNG** began selling a high-end smartphone/tablet hybrid which  
2 it called the “Galaxy Note.” Galaxy Note products were larger than regular smartphones and  
3 include a stylus for additional functionality.

4           42. Since April 2015, **SAMSUNG** has released the following Galaxy S6, S7 and Note<sup>1</sup>  
5 models:

<b>GALAXY S SERIES</b>	
<u>Model</u>	<u>Release Date</u>
S6	April 2015
S6 Edge	April 2015
S6 Active	July 2015
S6 Edge+	August 2015
S7	March 2016
S7 Edge	March 2016
S7 Active	June 2016
<b>GALAXY NOTE SERIES</b>	
<u>Model</u>	<u>Release Date</u>
Note 5	August 2015
Note 7	August 2016

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17           43. The “Galaxy S” and “Galaxy Note” phones are powered by lithium ion batteries.  
18 Lithium-ion batteries power a host of consumer electronic devices, including computers and power  
19 tools.

20           44. Prior to the Note5 and S6 models, the battery was removable.

21           45. For the Note5, Note7, S6, and S7 models, the battery is encompassed in the product  
22 and is no longer removable.

23           46. The batteries in **SAMSUNG’S** phones are measured in milli-ampere hours  
24 (“mAh”), which is a unit of electric charge that expresses the capacity of a battery – how much  
25 total energy a battery can discharge before needing to be recharged. A battery’s discharge rate is  
26 the amount of current being drawn from the battery.

27 ///

28 <sup>1</sup> **SAMSUNG** did not release a “Note6.”

1           47.     The length of time a battery will run depends on both the battery's capacity and  
2 discharge rate.

3           48.     The Note7 and S6 Active use lithium ion batteries with the same capacity.

4           49.     The S6 Edge+, S7 and Note5 use lithium ion batteries with the same capacity.

5           50.     The S7 Edge and S7 Active both use lithium ion batteries with greater capacity than  
6 the Note7.

7           51.     The following chart shows the battery capacity of **SAMSUNG'S** Note and Galaxy  
8 S devices:

<b>GALAXY S SERIES</b>	
<u>Model</u>	<u>Battery Capacity</u>
S6	2,550 mAh
S6 Edge	2,600 mAh
S6 Edge+	3,000 mAh
S7	3,000 mAh
S6 Active	3,500 mAh
S7 Edge	3,600 mAh
S7 Active	3,900 mAh
<b>GALAXY NOTE SERIES</b>	
<u>Model</u>	<u>Battery Capacity</u>
Note 5	3,000 mAh
Note 7	3,500 mAh

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22           52.     The Galaxy S6 Active, the Galaxy S7 Edge, and the Galaxy S7 Active all contain  
23 batteries with at least the capacity of the recalled Note7 battery.

24           53.     The S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (the  
25 "Subject Phones"), as well as the Note7, all pose a risk of overheating, fire and explosion as they  
26 were designed, engineered, developed, manufactured, produced and/or assembled in a substantially  
27 similar manner to the Note7.  
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1           54.     While **SAMSUNG** has recalled the Note7, it has not done so with respect to the  
2 Subject Phones, including the smartphone purchased by the Plaintiff.

3           **B.     THE LITHIUM ION BATTERIES IN SAMSUNG’S SMARTPHONES POSE**  
4           **A DANGER TO PLAINTIFF AND THE PUBLIC**

5           55.     The dangers posed by lithium ion batteries made headlines recently when numerous  
6 **SAMSUNG** Note7 devices exploded and burst into flames.

7           56.     The Consumer Product Safety Commission to order a formal recall of the Note7.

8           57.     The Note7 devices have also been banned from all commercial air travel.

9           58.     **SAMSUNG** initially offered an exchange program for the Note7.

10          59.     While investigation into the Note7 defect is ongoing, **SAMSUNG** has admitted an  
11 unspecified “battery cell issue” is the root problem.

12          60.     Lithium ion batteries are often used in consumer electronics. However, they  
13 present inherent risks which require software, hardware and design solutions and protections to  
14 operate safely.

15          61.     The electrolyte material in the batteries is highly volatile, flammable, and  
16 potentially explosive if it gets too hot.

17          62.     Dr. Donald Sadoway, a Materials Chemistry professor at MIT, described why  
18 lithium ion batteries explode in an interview with *Time Magazine*:<sup>1</sup>

19                 If the temperature gets high enough . . . at some point, if you get up to about 400-  
20 500 degrees Centigrade, the metal oxide in the negative electrode actually starts  
21 liberating oxygen. And that’s really dangerous, because now, instead of having a  
22 fire . . . getting its oxygen from the air surrounding it, it’s getting its oxygen from  
inside the battery itself. *The term of art is, this has now become a bomb.* You’ve  
got fuel and oxygen in the same place at the same time.

23          63.     This is commonly mentioned as a “thermal runaway” event, after which the battery  
24 will catch fire or explode.

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28 <sup>1</sup> “We Asked a Battery Expert Why Samsung’s Phones Are Catching Fire, by Alex Fitzpatrick, published by Time Magazine on September 9, 2016 (emphasis added), available at: <http://time.com/4485396/samsung-note-7-battery-fire-why/>

1           64.     A thermal runaway event generates high temperatures exceeding 1100 degrees  
2 Fahrenheit. It can happen in a variety of circumstances, including when the battery is overcharged,  
3 when it is rapidly discharged, when there is a cell defect, when there is cell damage, and in heat.<sup>1</sup>

4           65.     According to Scientific American:

5           *... faulty batteries can be overcharged. Well-made batteries will stop charging*  
6 *automatically once they're full*, but that's not always the case for faulty batteries,  
7 .... If left plugged in for too long, the lithium ions can collect in one spot and be  
8 deposited as metallic lithium within the battery.... Also, heat from the overcharging  
9 can cause oxygen bubbles within the gel, which are highly reactive with metallic  
10 lithium.<sup>2</sup>

11           66.     In cellular phones, both software and hardware regulate the temperature, charging  
12 and use of the battery.

13           67.     If the software protocols are programmed or set incorrectly a thermal runaway  
14 event can occur. A careless manufacturing process that leaves unwanted material in the battery  
15 can also lead to thermal runaway. A poorly manufactured separator that breaks can also lead to  
16 thermal runaway. As can a defective thermal spreader can lead to a thermal runaway.

17           68.     **SAMSUNG** initially stated the Note7's problem was limited to only one (1) of its  
18 two (2) battery supply sources.

19           69.     After the initial recall and exchange of the Note7 devices, more explosions of the  
20 devices were reported.

21           70.     On October 13, 2016, SAMSUNG announced it was recalling all Note7 devices,  
22 original and exchanged. The Wall Street Journal reported the following<sup>3</sup>:

23           The X-ray and CT scans showed a pronounced bulge.

24           After reports of Galaxy Note 7 smartphones catching fire spread in early  
25 September, Samsung Electronics Co. executives debated how to respond. Some  
26 were skeptical the incidents amounted to much, according to people familiar with  
27 the meetings, but others thought the company needed to act decisively.

28 <sup>1</sup> See, Federal Aviation Administration ("FAA"), Summary of Findings from Previous Tests – Lithium-ion, available  
at: [http://www.icao.int/safety/DangerousGoods/pptfaa/Full scale ion and large format.pptx](http://www.icao.int/safety/DangerousGoods/pptfaa/Full%20scale%20ion%20and%20large%20format.pptx) (last accessed October 13,  
2016).

<sup>2</sup> <https://www.scientificamerican.com/article/the-science-behind-samsung-phone-battery-fires/> (last accessed October  
13, 2016) (emphasis added).

<sup>3</sup> Cheng, Jonathan and McKinnon, John, "The Fatal Mistake that Doomed Samsung's Galaxy Note," available at  
<http://www.wsj.com/articles/the-fatal-mistake-that-doomed-samsungs-galaxy-note-1477248978>.

1 A laboratory report said scans of some faulty devices showed a protrusion in Note  
2 7 batteries supplied by Samsung SDI Co., a company affiliate, while phones with  
batteries from another supplier didn't.

3 It wasn't a definitive answer, and there was no explanation for the bulges. But with  
4 consumers complaining and telecom operators demanding answers, newly  
appointed mobile chief D.J. Koh felt the company knew enough to recall 2.5 million  
5 phones. His suggestion was backed by Samsung's third-generation heir apparent,  
Lee Jae-yong, who has advocated for more openness at one of the world's most  
6 opaque conglomerates.

7 That decision in early September—to push a sweeping recall based on what turned  
out to be incomplete evidence—is now coming back to haunt the company.

8 Two weeks after Samsung began handing out millions of new phones, with  
9 batteries from the other supplier, the company was forced to all but acknowledge  
that its initial diagnosis was incorrect, following a spate of new incidents, some  
10 involving supposedly safe replacement devices. With regulators raising fresh  
questions, Messrs. Lee and Koh decided to take the drastic step of killing the phone  
11 outright.

12 71. **SAMSUNG** instructed consumers who had a Note7 device to “please power down  
13 immediately” and “contact the carrier or retail outlet where they purchased their device.”<sup>1</sup>

14 **SAMSUNG** stated that it was announcing the program “in cooperation with the U.S. Consumer  
15 Product Safety Commission and in partnership with carriers and retailers.”<sup>2</sup>

16 72. Consumers could turn in their Note7 devices (both the original and exchanged  
17 versions) for refunds, exchanges for **SAMSUNG** products or other smartphones and offered  
18 between \$25 and \$100 “bill credits.”

19 73. Consumers who exchanged their Note7 for other **SAMSUNG** devices were offered  
20 \$100 bill credits.<sup>3</sup> Consumers who elected to receive a refund or purchase a different brand of  
21 smartphone, were offered \$25 bill credits, “less any incentive credits already received.”<sup>4</sup>

22 74. Outside of the Note7 recall, **SAMSUNG** has taken no steps to recall or warn  
23 consumers about the risks of overheating, fire and explosion posed by its Subject Phones.

24 ///

25  
26 <sup>1</sup> See “Samsung Note7 Safety Recall” available at <http://www.samsung.com/us/note7recall/>, updated January 22, 2017.  
(Last accessed March 22, 2017)

27 <sup>2</sup> *Ibid.*

28 <sup>3</sup> For consumers who had already exchanged their phones, they were offered a \$75 bill credit in addition to the \$25 bill  
credit from the exchange program. *Ibid.*

<sup>4</sup> *Ibid.*

1           C.     **SAMSUNG WAS AND IS AWARE OF OVERHEATING PROBLEMS WITH**  
2                    **THE SUBJECT PHONES, FAILED TO FIX THE PROBLEM OR WARN**  
3                    **ITS CUSTOMERS**

4           75.     **SAMSUNG** made the choice to increase the power of the battery in the Subject  
5 Phones despite knowing that older models and generations with less powerful batteries were  
6 experiencing problems with overheating, catching fire, and even exploding. The problem dates  
7 back several years; and well before the release of the Subject Phones.

8           76.     **SAMSUNG** had plenty of reason to be concerned about overheating in its  
9 smartphones. Similar occurrences and incidents in other models of **SAMSUNG** phones and  
10 electronic devices have been reported through the media and consumer protection agencies for  
11 years.

12           77.     Despite knowledge and awareness of the danger to its users and the general public,  
13 **SAMSUNG** failed to fix the root problem, notify or warn the public of the dangers its electronic  
14 devices presented, initiate a recall of all devices where overheating, explosion, and/or fire were  
15 foreseeable, or otherwise address the problem.

16           78.     Instead, **SAMSUNG** provided individual consumers with replacements without  
17 disclosing the risks and defects in the Subject Phones.

18           79.     The CPSC has recorded numerous consumer incident reports of **SAMSUNG**  
19 phones and accessories overheating, catching fire, and even exploding. The reports relate to a  
20 variety of devices—including the Galaxy S2, Galaxy Tab 2, Galaxy Tab 3, Galaxy S3, Galaxy S4  
21 Active, Galaxy S5, Galaxy S6, Galaxy S6 Edge, and Galaxy S6 Active. The consumer complaints  
22 of such problems date back to August of 2011.

23           80.     Consumer reports to CPSC regarding unsafe Samsung Galaxy S and Samsung  
24 Galaxy Note products (not including complaints regarding the Note7) include the following:

25           •     On December 6, 2012, a Health Care Professional reported that a Galaxy S3 got  
26 “warm” and caused a “partial thickness” burn on a consumer’s right cheek. CPSC Report No.  
27 20121206-FE67D-2147461269.

28           •     On February 28, 2013, a consumer reported that he or she observed a Galaxy S2  
“overheating” and “battery swelling.” The consumer expressed “[f]ear of battery fire.” CPSC  
Report No. 20130228-0C612-2147458351.

1           •       On August 16, 2013, a consumer reported that a Galaxy S2 began “hissing,” made a  
2 loud “POP,” and filled the room with a noxious smoke. The incident occurred while the device  
was charging at night. CPSC Report No. 20130816-DOB19-2147453034.

3           •       On January 20, 2014, a consumer reported that a Samsung Galaxy S3 and charging  
4 cord became “visibly burned and melted.” The consumer reported “[i]t looks like it had been on  
fire momentarily.” The incident occurred while the device was charging. CPSC Report No.  
5 20140120-0DFDC-2147448018.

6           •       On April 17, 2014, a consumer reported that a Galaxy S4 started to “smell” and  
“smoke,” causing the charger to melt into the phone. The incident occurred while the device was  
7 charging. CPSC Report No. 20140417-51573-2147445343.

8           •       On April 25, 2014, a consumer reported that a Galaxy S3 made a “loud pop,” and  
“the battery ... shot the back cover and battery out of the phone spraying a black fluid out and  
9 pouring out black smoke ... the battery pack was red in color and smoking hot ....” The device  
was charging at the time. CPSC Report No. 20140425-7FBF6-2147445126

10          •       On May 1, 2014, a consumer reported that a Galaxy S4 became “extremely hot”  
and burned the consumer’s son. The consumer contacted Samsung about the incident, but they had  
11 not called back at the time of the report. The consumer reported he felt the “phone is dangerous.”  
CPSC Report No. 20140501-C2DA6-2147444903.

12          •       On May 12, 2014, a consumer reported that a Galaxy S4 “became so hot it melted  
13 the cable. I’m not sure if there was fire but the device was certainly smoking.” The device was  
charging at the time. CPSC Report No. 20140512-5B5C8-2147444606.

14          •       On September 29, 2014, a consumer reported that a Galaxy S4 began smoking and  
15 the “battery caught on fire,” damaging the consumer’s floor. The consumer reported the incident  
directly to Samsung. CPSC Report No. 20140929-BD00A-1431381

16          •       On November 2, 2014, a consumer reported that a Galaxy S4 began burning in the  
17 consumer’s pocket. When the consumer pulled the phone out of his or her pocket, it seared the  
consumer’s skin. The consumer further reported “[t]he temperature was equivalent to pulling  
18 something out of the oven after baking or boiling water and dunking your hand in it.” CPSC  
Report No. 20141102-D37FA-2147439274.

19          •       On November 13, 2014, a consumer reported that a refurbished Galaxy S4 awoke  
20 the consumer with the smell of burning electronics, and burned the consumer’s hand before the  
consumer realized “the phone was starting to catch fire.” The consumer further reported that  
21 “[t]he charging port was burnt, the cord was melted, and [his or her] sheets and mattress pad were  
burnt.” CPSC Report No. 20141113-0F420-2147438923.

22          •       On December 30, 2014, a consumer reported that a Galaxy S4 “literally melted to  
23 [the consumer’s] counter” while charging. The consumer further reported that “[t]he area around  
the charging port was black and melted.” CPSC Report No. 20141230-C86A9-2147437158.

24          •       On July 24, 2015, a consumer reported that a Galaxy Note 2 “became hot,” and  
25 emitted “large amounts of smoke” and “sparks.” The consumer further reported that the battery  
“projected out of the back of the device ... leaving burn marks and a hole in the carpet.” CPSC  
26 Report No. 20150724-ABD3B-2147429986.

27          •       On August 9, 2015, a consumer reported that a Galaxy S5 began “smoking from the  
point at which the charge plugs into the phone.” Both the phone and charger had “burn marks and  
28 were melted slightly.” The consumer further reported that he or she feared the phone or charger



1 would have started a fire if the consumer had not woken up. CPSC Report No. 20150809-FD1A7-  
2 2147429518.

3 • On September 19, 2015, a consumer reported that the Samsung charging device for  
4 a Galaxy S6 was “overheating excessively under normal use.” “The consumer further reported  
5 that the heating was “severe” enough to burn the consumer. CPSC Report No. 20150919-9088D-  
6 2147428266.

7 • On December 29, 2015, a consumer reported that a Samsung phone charger for a  
8 “Newer Samung Galaxy” had “almost started on fire.” The “phone was red hot,” the tip of the  
9 charger was black, and the phone was “completely toast.” The consumer further reported: “Totally  
10 unsafe! My house could have started on fire.” CPSC Report No. 20151229-96F83-2147425364.

11 • On January 18, 2016, a consumer reported that a Galaxy S6 Edge became  
12 “extremely hot to touch,” and developed a crack in the screen. CPSC Report No. 20160118-  
13 B87EB-2147424570.

14 • On January 23, 2016, a consumer reported that a Galaxy S6 began emitting a  
15 “strange smell,” and that the Samsung charger was “warped, melted, and discolored.” The  
16 consumer further reported that the phone was “extremely hot” to the point it would have “burned a  
17 small child.” The incident occurred while the phone was charging. CPSC Report No. 20160123-  
18 F8845-2147424397.

19 • On January 14, 2016, a consumer reported that a charging device for a Galaxy S4  
20 got “extremely hot and started to melt.” CPSC Report No. 20160114-AC115-1545877.

21 • On March 21, 2016, a consumer reported that a Samsung charging device for a  
22 Galaxy S6 “caught on fire and melted.” CPSC Report No. 20160321-83C90-2147420788.

23 • On September 16, 2016, a consumer reported that a Galaxy S4 Active “melted” into  
24 the charging cable. The phone burned the consumer’s finger. The consumer further reported that  
25 the phone “probably could have got a fire.” CPSC Report No. 20160916-61984-2147414098.

26 • On September 16, 2016, a consumer reported that the battery of a Samsung Galaxy  
27 S5 is “bulging” and the phone is “warm to touch.” The consumer further reported that Samsung  
28 refused to do anything other than sell the customer a new battery because the phone “had not yet  
exploded.” CPSC Report No. 20160916-13A98-2147414102.

• On September 16, 2016, a consumer reported that a Samsung Galaxy S6 Active  
“burned up while charging via a Samsung charger.” The incident set off smoke alarms, filled the  
customer’s bedroom with smoke, charred curtains and bedding, and burned through the hardcover  
of a book. The consumer reported that she contacted Samsung about the incident, and that  
Samsung gave her the “runaround.” CPSC Report No. 20160916-1BB3F-2147414093.

81. Consumers have submitted numerous additional complaints to saferproducts.gov.

Reports at saferproducts.gov related to the Subject Phones include the following:

• On November 16, 2015, a consumer reported suffering “a first degree burn of my  
right ring finger due to excessive heat from the charger at the point of connection to the phone  
while on ‘fast charge’ mode.”

• On September 23, 2016, a consumer reported using a Samsung Galaxy S6 “when it  
started reporting it no longer had service. It then got very hot near the power button. I burnt my

1 finger trying to get it to turn off.” The consumer explained that “Despite getting hot enough that I  
2 got a burn that blistered, the phone has never reported itself as being overheated.”

3 • On September 21, 2016, a consumer reported their Galaxy S6 “heats up to the point  
4 where it can’t be used because it’ll burn,” and that Samsung had refused to address his serious  
5 concern about his own safety and risk of fire or explosion.

6 • On September 19, 2016, a consumer reported their five month old Galaxy S6  
7 charger was overheating and had “melted plastic from the overheating of the charger.” The  
8 consumer reported the “Heating is severe,” and that the phone “gets very hot to the touch. . .  
9 enough to burn myself.” The consumer also reported that the “chargers are original chargers, from  
10 the box . . . that came with the phone.”

11 • On August 17, 2016, a consumer being burned and scarred as a result of repeated  
12 overheating of their Galaxy S6 Edge.

13 • On January 18, 2016, a consumer reported that “during operation” of their Galaxy  
14 S6 Edge, it “became extremely hot to touch and the screen developed a crack.”

15 • On September 30, 2016, a consumer reported the following about their Galaxy S6  
16 Active: “9-26-2016 I woke up at 5:30 took phone off charger and did usual checking email and  
17 played games on phone until 6:30. Phone was not hot that I could tell. After taking kids to the bus  
18 about 20 minutes without using the phone I took it out of my pocket laid it on my bed and it  
19 popped really loud and start spewing smoke and melted plastic out of the phone on both ends,  
20 screen shattered and the case melted. The smoke alarms went off and the phone was too hot to  
21 touch.”

22 • On September 16, 2016, a consumer reported their Galaxy S6 Active “burned up  
23 while charging via a Samsung charger. The smoke alarms went off and our bedroom was filled  
24 with smoke. There was char on the curtains about 2 feet away from the bed and charred marks on  
25 the headboard; the phone burned through the hardcover of a book.” The consumer complained  
26 about receiving the “runaround” from Samsung customer service and suffering through substantial  
27 delays prior to receiving a replacement and check for the property damage.

28 • On September 2, 2016, a consumer reported the battery in their Galaxy S6 Active  
caught fire and nearly caused a house fire.

• On June 21, 2016, a consumer reported that at “1230am on June 9, 2016 using the  
Samsung charger that is issued with the phone. The phone was sitting on the side of the bed, with  
nothing covering it, and around 4am [] it pretty much exploded and caught on fire. The sound was  
so loud it woke my child up in the next room. The fire burnt through my sheets, mattress . . .”

• On October 1, 2016, a consumer reported their Galaxy S7 was having significant  
problems with the “phone getting extremely and dangerously hot.” The consumer reported the  
problem to Samsung, but was told that the S7 was not affected by the recall of the Note7 and that  
Samsung would not replace it because it was outside the 30-day warranty period. According to the  
report, the problem worsened until the “phone got so hot that it melted into the [] case.”

• On September 26, 2016, a consumer reported her phone charger cord was “hot,  
melted and smoking” while her Galaxy S7 was plugged in and charging.

• On September 16, 2016, a consumer reported her “two-month-old Samsung S7  
Edge got so hot that it burned my hand and I could not hold onto it.”

1           • On September 10, 2016, a consumer reported he had placed his S7 Edge in his  
2 “right front pocket” and that “shortly thereafter he noticed his phone whistling, screeching, and  
3 vibrating, as well as smoke coming from his pocket.” According to the report, the consumer  
suffered burns to his hand when he tried to remove the phone from his pocket and that, “without  
warning the S7 Edge exploded and caught fire” causing second and third degree burns.

4           82.     **SAMSUNG** is and was aware of these reports and the hazards posed by their  
5 phones because consumers report the incidents directly to **SAMSUNG**.

6           83.     **SAMSUNG** has also acknowledged the reports by responding on the consumer  
7 agency’s website with a boilerplate response.

8           84.     Numerous consumers report that **SAMSUNG** failed to take their complaints  
9 seriously, and refused to provide any compensation beyond merely replacing the dangerous and  
10 defective phones with similarly risky products.

11           85.     **SAMSUNG** even took specific steps to attempt to address the overheating issues in  
12 designing the hardware for the *S7*, relying on unconventional technology and unproven designs to  
13 attempt to provide a partial solution to the overheating problems in its smartphones hardware  
14 designs.

15           86.     **SAMSUNG’S** website describes the new hardware used to attempt to address these  
16 concerns, known as a “thermal spreader.” According to **SAMSUNG**, the thermal spreader it  
17 designed was “unlike conventional thermal spread technology.”<sup>1</sup>

18           87.     **SAMSUNG’S** team responsible for designing the system further stated that “due to  
19 the spatial limits of smartphones, the cooling system’s cooling capacity alone is not enough to cool  
20 the device. We need to calculate the amount of electric current and optimize the heat control  
21 algorithm to minimize occurring heat. In other words, the new thermal spreader hardware controls  
22 the heat more effectively but the software heat-control algorithm must be made compatible to  
23 ensure best performance.”<sup>2</sup>

24     ///

25     ///

26     ///

27     

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<sup>1</sup> See <https://news.samsung.com/global/faces-of-innovation-galaxy-s7-s7-edge-how-we-created-the-cooling-system-in-the-galaxy-s7-and-s7-edge>. (Last accessed March 22, 2017)

28     <sup>2</sup> *Ibid.*

1           **D. SAMSUNG'S CONCEALED OF THE DANGERS POSED BY ITS**  
2           **PRODUCTS**

3           88. Despite knowledge of the overheating problem existing across multiple models and  
4 generations of **SAMSUNG** phones and despite choosing to put increasingly powerful batteries in  
5 smaller spaces in the Subject Phones, **SAMSUNG** concealed from consumers the risks of fire,  
6 explosion and overheating.

7           89. **SAMSUNG** marketed the S6 Active as indestructible, innovative, and better than  
8 ever.

9           90. According to **SAMSUNG**: “AT&T is bringing its customers the toughest and most  
10 advanced member of the Galaxy S family. The Samsung Galaxy S6 Active . . . is designed with  
11 your active lifestyle in mind. It gives you the durability you want while boasting a sleek,  
12 lightweight design and all of the innovation the Galaxy S6 has to offer.”<sup>1</sup>

13           91. It is “[b]uilt to withstand whatever everyday life throws its way, the Samsung  
14 Galaxy S6 active has IP68 certified casing that is water resistant up to 1.5 meters for up to 30  
15 minutes, shock resistant, and dust proof.”<sup>2</sup>

16           92. Tim Baxter, President, Chief Operating Officer, and General Manager of  
17 **SAMSUNG has made the following statement**: “With the Galaxy S6 active, we’re delivering  
18 consumers with high durability coupled with the powerful performance of Samsung’s latest  
19 flagship smartphone. The result is a smartphone that brings ruggedized capabilities and water  
20 resistance coupled with the camera, battery and design features that empower our consumers and  
21 business users to do more.”<sup>3</sup>

22           93. Kwangjin Bae, the Principal Engineer at IT & Mobile Communications has stated,  
23 “the goal was to make Samsung latest flagship smartphone as strong and durable as possible,” for  
24 which, “[t]he development team for the Galaxy S6 worked around the clock. It was one of the most  
25 difficult times of my life and all the members of the group from bottom to the top worked together

26 \_\_\_\_\_  
27 <sup>1</sup> “Samsung Galaxy S6 active Available Exclusively at AT&T,” Samsung Newsroom (June 9, 2015) available at:  
28 <https://news.samsung.com/global/Samsung-galaxy-s6-active-available-exclusively-at-att>. (Last accessed March 22,  
2017)

<sup>2</sup> *Ibid.*

<sup>3</sup> *Ibid.*

1 as one in developing the new product. It was not an easy task because it was uncharted territory for  
2 all of us.”<sup>1</sup>

3 94. **SAMSUNG** has also stated publicly that its smartphones are state of the art, thereby  
4 implying full safety: “[i]n introducing innovation, not only in design and engineering, but also in  
5 manufacturing processes, Samsung adheres to its notoriously strict quality control policy. Each  
6 product undergoes intense durability testing such as drop tests, bending test and performance  
7 testing among many other steps. Samsung takes to ensure the highest quality products. By fusing  
8 together innovation with durability, Samsung is able to provide the level of quality consumers  
9 expect from Samsung.”<sup>2</sup>

10 95. **SAMSUNG** marketed the S6 Edge+ as being “More than a phone, it’s the hub of  
11 your life, always with you, always on...you do everything with your phone... shouldn’t you expect  
12 more from it?” And **SAMSUNG** also worked to decrease the charging time, advertising that, on  
13 the S6, S7 and Note5 models that charging was faster than ever and the phone could be fully  
14 charged in ninety minutes.

15 96. **SAMSUNG** advertised the S6 as having “next level performance” and “next level  
16 charging,” including built in wireless charging.

17 97. **SAMSUNG** advertised and marketed the S7 models by explaining that it was “not  
18 just launching a new phone, we are launching a new way of thinking about what a phone can do.”  
19 **SAMSUNG** stated, “our phones go everywhere with us,” and told consumers “Time is valuable. If  
20 time is the most valuable thing, why would you waste time charging your phone” in advertising the  
21 “fast charging” capabilities of the S7 models.

22 98. **SAMSUNG** advertised the S7 Active as the “toughest Samsung ever” and touted its  
23 battery performance and fast charging capability.

24 99. Despite these descriptions and marketing efforts, **SAMSUNG** concealed from  
25 consumers the risks of overheating, fire, and explosion posed by the Subject Phones.

26 <sup>1</sup> “[Editorial] The Perfect Fusion: The Story Behind the Metal and Glass of the Galaxy S6,” Samsung Newsroom (June  
27 1, 2015) available at: <https://news.Samsung.com/global/the-perfect-fusion-the-story-behind-the-metal-and-glass-of-the-galaxy-s6-ass-and-metal-was-not-without-its-challenges-the-story-behind-the-galaxy-s6-sound>.

28 <sup>2</sup> “Forming Glass, Metal Frame – The Art of Craftsmanship in the Galaxy S6,” Samsung Newsroom (March 2, 2015)  
available at: <https://news.samsung.com/global/forming-glass-forging-metal-the-art-of-craftsmanship-in-the-galaxy-s6>.

1 **SAMSUNG’S** omissions were material to consumers’ purchasing decisions in that had consumers  
2 been warned of the dangers of the products, they would not have purchased the Subject Phones or  
3 would have paid less for the Subject Phones than they paid.

4 100. Even while **SAMSUNG** was performing its recalls of the Note7, it continued to  
5 attempt to conceal the scope of the problem.

6 101. **SAMSUNG** reportedly offered to pay at least one consumer in China  
7 approximately \$900 to replace his Note7 if he agreed not to publicize a video of his smartphone  
8 overheating and smoking.<sup>1</sup>

9 102. **SAMSUNG** has issued copyright claims to YouTube in order to take down parody  
10 videos posted by the public of the Note7 bursting into flames or exploding.<sup>2</sup>

11 103. And despite the well-publicized recall of the Note7, **SAMSUNG** continues to hide  
12 the risks of the Subject Phones, and has taken no steps to warn its customers or recall additional  
13 products subject to the same dangers.

14 104. **SAMSUNG** knew the Subject Phones were defectively designed or manufactured,  
15 would fail without warning, posed a risk to the public, and were not suitable for their intended use.

16 105. Until the problem became too widespread, publicized, and pervasive to ignore with  
17 the Note7, **SAMSUNG** failed to warn **PLAINTIFF**, the Class and the public about the inherent  
18 dangers of the Subject Phones, despite having a duty to do so.

19 106. Additionally, **SAMSUNG** has continued to fail to warn consumers of the dangers  
20 related to the Subject Phones, implying the Note7 is an outlier and that **SAMSUNG’S** other  
21 products, including the Subject Phones, are safe.

22 107. **SAMSUNG** owed **PLAINTIFF** a duty to disclose the defective nature of Subject  
23 Phones, including the dangerous risk of explosion, fire and overheating, because **SAMSUNG**:

24 a. possessed exclusive knowledge of the defects rendering the Subject Phones  
25 inherently more dangerous and unreliable than similar smartphone products; and,  
26

27 <sup>1</sup> Wee, Sui-Lee, “Samsung’s Uneven Handling of Galaxy Note 7 Fires Angers Chinese,” (available at  
<http://www.nytimes.com/2016/10/19/business/Samsung-galaxy-note7-china-test.html? r=0>).

28 <sup>2</sup> BBC News, October 21, 2016, “Samsung ‘blocks’ exploding Note 7 parody videos” (available at  
<http://www.bbc.com/news/technology-37713939>).

1           b. intentionally concealed the dangerous situation with the Subject Phones through  
2 their marketing campaign and recall programs.

3           108. **SAMSUNG**, and each of them, designed, engineered, developed, manufactured,  
4 tested, produced, assembled, labeled, supplied, imported, distributed, and sold the Subject Phones  
5 and their component parts and constituents, which were intended by **SAMSUNG**, and each of  
6 them, to be used as a consumer smartphone.

7           109. The Galaxy S6 is unsafe for its intended use by reason of defects in its design,  
8 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
9 safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious injury.

10           110. The Galaxy S6 Edge is unsafe for its intended use by reason of defects in its design,  
11 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
12 safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious injury.

13           111. The Galaxy S6 Edge+ is unsafe for its intended use by reason of defects in its  
14 design, engineering, development, manufacturing, testing, production, and/or assembly, such that it  
15 cannot safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious  
16 injury.

17           112. The Galaxy S6 Active is unsafe for its intended use by reason of defects in its  
18 design, engineering, development, manufacturing, testing, production, and/or assembly, such that it  
19 cannot safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious  
20 injury.

21           113. The Galaxy Note5 is unsafe for its intended use by reason of defects in its design,  
22 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
23 safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious injury.

24           114. The Galaxy S7 is unsafe for its intended use by reason of defects in its design,  
25 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
26 safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious injury.

27 ///

28 ///

1 115. The Galaxy S7 Edge is unsafe for its intended use by reason of defects in its design,  
2 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
3 safely serve its purpose, but can instead expose the public and **PLAINTIFF** to serious injury.

4 116. The Galaxy S7 Active is unsafe for its intended use by reason of defects in its  
5 design, engineering, development, manufacturing, testing, production, and/or assembly, such that it  
6 cannot safely serve its purpose, but instead exposes the public and **PLAINTIFF** to serious injury.

7 **E. PLAINTIFF' EXPERIENCES**

8 117. **PLAINTIFF** purchased a Samsung Galaxy S6 at Costco in San Diego.

9 118. **PLAINTIFF** pays for the phone and cell phone plan.

10 119. **SAMSUNG** has not sent a simple mailer envelope to return the phone and finally  
11 send a replacement smartphone.

12 120. **PLAINTIFF**'s phone runs hot. While using the device, Plaintiff has experienced  
13 the device overheat while talking on the device and running applications. These issues impair and  
14 impede the use of the device.

15 121. **PLAINTIFF** is concerned the product is not safe and poses a risk of fire.

16 **V. CLASS ACTION ALLEGATIONS**

17 122. The following Class and Subclass may properly be maintained as a Class action  
18 pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

19 Class: All persons residing in the State of California who purchased, in the State of  
20 California, at least one (1) of the Subject Phones at any time during the four (4) year  
21 period preceding the filing of this Class Action Complaint and continuing through  
the date of trial. The Subject Phones are the S6, S6 Edge, S6 Edge+, S6 Active, S7,  
S7 Edge, S7 Active, and Note5.

22 CLRA Subclass: All persons residing in the State of California who purchased, in  
23 the State of California, for personal, family, or household purposes, at least one (1)  
24 of the Subject Phones at any time during the three (3) year period preceding the  
filing of this CLASS Action Complaint.<sup>1</sup> The Subject Phones are the S6, S6 Edge,  
S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5.

25  
26  
27 <sup>1</sup> **PLAINTIFF** is a representative, and members of the Class and the CLRA Subclass. Because all members of the  
28 CLRA Subclass are also members of the Class, **PLAINTIFF** will refer to the Class and the CLRA Subclass  
collectively as the "Class" unless otherwise specified.



1           123. Excluded from the Class are **SAMSUNG**, their employees, co-conspirators,  
2 officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries  
3 or affiliated companies; Class Counsel and their employees; and the judicial officers and their  
4 immediate family members and associated court staff assigned to this case. Also excluded are any  
5 individuals claiming damages from personal injuries arising from an overheating, fire, explosion or  
6 other incident. Further excluded is any individual who after purchase of a Subject Phone returned  
7 the Subject Phone and received a full refund of his or her purchase price.

8           124. In the addition, the following Class may properly be maintained as a class action  
9 pursuant to FRCP 23(b)(2) on behalf of the following individuals:

10           Injunction Class: All persons residing in the State of California who, following trial,  
11 remain in possession of a Subject Phone. The Subject Phones are the S6, S6 Edge,  
12 S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see ¶ 26).

13           125. Excluded from the Injunction Class are **SAMSUNG**, its employees, co-  
14 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
15 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers  
16 and their immediate family members and associated court staff assigned to this case. Also  
17 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
18 fire, explosion or other incident.

19           126. Throughout discovery in this litigation, **PLAINTIFF** may find it appropriate and/or  
20 necessary to amend the definition of the Class, the CLRA Subclass, and/or the Injunction Class.  
21 **PLAINTIFF** will formally define and designate a Class definitions when they seek to certify the  
22 Classes alleged herein.

23           127. Pursuant to Rule 23(a)(1), the Class is so numerous that joinder of all members is  
24 impracticable. While the exact number of Class members is unknown to **PLAINTIFF** at this time,  
25 **PLAINTIFF** believe there are millions of members of the Class.

26           128. Pursuant to Rule 23(a)(3), **PLAINTIFF**' claims are typical of the claims of the  
27 other members of the Class. **PLAINTIFF** and other Class members received the same  
28 nondisclosures about the safety and quality of Subject Phones. **PLAINTIFF** and Class members  
purchased **SAMSUNG** Galaxy S and Note products that they would not have purchased at all, or

1 for as much as they paid, had they known the truth regarding the overheating problems and fire  
2 hazards. **PLAINTIFF** and the members of the Class have sustained injury in that they overpaid  
3 for the **SAMSUNG** smartphones due to **SAMSUNG'S** wrongful conduct.

4 129. Pursuant to Rule 23(a)(4) and (g)(1), **PLAINTIFF** will fairly and adequately  
5 protect the interests of the members of the Class and Injunction Class and have retained counsel  
6 competent and experienced in class action and consumer fraud and protection litigation.

7 130. Pursuant to Rules 23(b)(2), **SAMSUNG** has acted or refused to act on grounds  
8 generally applicable to the Injunction Class, thereby making appropriate final injunctive relief or  
9 corresponding declaratory relief with respect to the Injunction Class as a whole. In particular,  
10 **SAMSUNG** has failed to properly repair, exchange, recall or replace the Subject Phones.  
11 **SAMSUNG** also continues to sell the Subject Phones and has failed to properly warn consumers  
12 of the risks of overheating, fire and explosion with the Subject Phones.

13 131. Pursuant to Rule 23(a)(2) and (b)(3), common questions of law and fact exist as to  
14 all members of the Class and predominate over any questions solely affecting individual members  
15 thereof. Among the common questions of law and fact are as follows:

- 16 a. whether **SAMSUNG** had knowledge of the defects affecting the Subject  
17 Phones;
- 18 b. whether **SAMSUNG** concealed defects affecting Subject Phones;
- 19 c. whether **SAMSUNG** violated the unlawful prong of the UCL by its  
20 violation of the CLRA;
- 21 d. whether **SAMSUNG'S** omissions regarding the risks of the Subject Phones  
22 were likely to deceive a reasonable person in violation of the fraudulent prong of the UCL;
- 23 e. whether **SAMSUNG'S** business practices, including the manufacture and  
24 sale of phones with a risk of overheating, explosion and fire that **SAMSUNG** failed to adequately  
25 investigate, disclose and remedy, offend established public policy and cause harm to consumers  
26 that greatly outweighs any benefits associated with those practices;
- 27 f. whether **SAMSUNG'S** omissions regarding the risks of the Subject Phones  
28 were likely to deceive a reasonable person in violation of the False Advertising Law;

1 g. whether **SAMSUNG** was unjustly enriched at the expense of **PLAINTIFF**  
2 and the Class;

3 h. whether **PLAINTIFF** and the Class are entitled to damages, restitution,  
4 restitutionary disgorgement, equitable relief, and/or other relief; and

5 i. the amount and nature of such relief to be awarded to **PLAINTIFF** and the  
6 Class.

7 132. Pursuant to Rules 23(b)(3), a Class action is superior to other available methods for  
8 the fair and efficient adjudication of this controversy because joinder of all Class members is  
9 impracticable. The prosecution of separate actions by individual members of the Class would  
10 impose heavy burdens upon the courts and **SAMSUNG**, and would create a risk of inconsistent or  
11 varying adjudications of the questions of law and fact common to the Class. A Class action would  
12 achieve substantial economies of time, effort and expense, and would assure uniformity of decision  
13 as to persons similarly situated without sacrificing procedural fairness.

14 133. As a direct and legal result of the wrongful conduct and/or omissions of  
15 **SAMSUNG**, and each of them, **PLAINTIFF** has been harmed.

16 **VI. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**  
18 **FRAUDULENT CONCEALMENT/NON-DISCLOSURE**  
19 **CAL. CIV. CODE §§ 1709 AND 1710(3)**  
20 **(PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

21 134. **PLAINTIFF** and the Class hereby reallege and incorporate by reference each and  
22 every allegation set forth above, as if fully set forth in detail herein.

23 135. **SAMSUNG**, through its advertising and marketing of the Subject Phones,  
24 concealed, and failed to disclose, material information regarding the fact that the Subject Phones  
25 were defectively designed and prone to overheating, catching fire, and explosion despite knowing  
26 that such specific and material information to **PLAINTIFF** and the Class.

27 136. **SAMSUNG** sought to fraudulently depict the Subject Phones as safe. But these  
28 depictions failed to paint a true portrayal of the Subject Phones as **SAMSUNG** concealed, and  
failed to disclose, material information regarding the fact that the Subject Phones were defectively

1 designed and prone to overheating, catching fire, and explosion, despite sole and exclusive  
2 knowledge.

3 137. At no time, did **SAMSUNG** disclose to **PLAINTIFF** and the Class that the Subject  
4 Phones were defectively designed and prone to overheating, catching fire, and explosion. Indeed,  
5 despite direct knowledge to the contrary, **SAMSUNG** continually failed to disclose to consumers  
6 that the Subject Phones were defectively designed and prone to overheating, catching fire, and  
7 explosion.

8 138. **PLAINTIFF** and the Class interpreted **SAMSUNG** failure to disclose and  
9 omissions as a representation that the Subject Phones did not pose the threat of danger by and  
10 through, among others, overheating, fire, and/or explosion.

11 139. As a direct result of **SAMSUNG'S** failure to disclose that the Subject Phones were  
12 defectively designed and prone to overheating, catching fire, and explosion, **PLAINTIFF**  
13 purchased or otherwise paid money for the Subject Phones which they otherwise would not have  
14 done had **SAMSUNG** disclosed the fact that the Subject Phones were defectively designed and  
15 prone to overheating, catching fire, and explosion.

16 140. At all times mentioned herein, **SAMSUNG** was, and remain, in a superior position  
17 to know the truth about the Subject Phones and their propensity to overheat, catch fire, and  
18 explode.

19 141. The facts concealed by **SAMSUNG** are material facts because any reasonable  
20 consumer would have considered the fact that the Subject Phones' propensity to overheat, catch  
21 fire, and explode to be important in deciding whether to purchase the Subject Phones as opposed to  
22 another, but less expensive, smartphone.

23 142. **PLAINTIFF** and the Class reasonably and justifiably relied on **SAMSUNG** failure  
24 to disclose that the Subject Phones were prone to overheating, catching fire, and explosion when  
25 purchasing the Subject Phones. **PLAINTIFF** and the Class would not have purchased the Subject  
26 Phones were it not for the material omissions by **SAMSUNG**.

27 ///

28 ///

1 143. The intentional omissions by **SAMSUNG** were a substantial factor in causing harm  
2 to **PLAINTIFF** and the Class, and said harm would not have occurred absent the intentional  
3 omissions made by the **SAMSUNG**.

4 144. **SAMSUNG** has deliberately caused and has intended to cause great harm to  
5 Plaintiff and the Class with full knowledge of the wrongfulness of their conduct. **PLAINTIFF**  
6 further allege **SAMSUNG** conduct as alleged above was despicable, was carried on with a willful  
7 and conscious disregard of **PLAINTIFF** and the Class' rights and well-being, and subjected  
8 **PLAINTIFF** and the Class to undue hardship. Therefore, **PLAINTIFF** and the Class should be  
9 awarded punitive and exemplary damages sufficient to punish **SAMSUNG** for engaging in this  
10 conduct and to deter similar conduct on its part in the future.

11 WHEREFORE, **PLAINTIFF** and the Class pray for relief as set forth below.

12 **SECOND CAUSE OF ACTION**  
13 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
14 **CAL. BUS. & PROF. CODE §§ 17200 ET SEQ.**  
**(PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

15 145. **PLAINTIFF** hereby reallege and incorporate by reference each and every  
16 allegation set forth above, as if fully set forth in detail herein.

17 146. **PLAINTIFF** has standing to bring this action under the UCL because they have  
18 suffered injury in fact as a result of **SAMSUNG'S** conduct and have lost money through their  
19 purchase or payment for one or more of the Subject Phones, which **PLAINTIFF** would not have  
20 purchased, or made a payment towards, if had **SAMSUNG** not concealed the risks of overheating,  
21 fire and explosion described herein.

22 147. **SAMSUNG'S** omissions, non-disclosures, concealments, and half-truths, constitute  
23 unfair, unlawful and/or fraudulent conduct under the UCL.

24 148. **SAMSUNG'S** business practices, including the manufacture and sale of phones with  
25 a risk of overheating, explosion and fire that **SAMSUNG** has failed to adequately investigate,  
26 disclose and remedy, offend established public policy and cause harm to consumers that greatly  
27 outweighs any benefits associated with those practices, violating the unfair prong of the UCL.

28 ///

1           149.   **SAMSUNG’S** omissions regarding risks associated with the Subject Phones were  
2 likely to deceive a reasonable person, violating the fraudulent prong of the UCL.

3           150.   **SAMSUNG’S** violations of the CLRA and FAL alleged herein violate the unlawful  
4 prong of the UCL.

5           151.   **PLAINTIFF** and the Class are entitled to full restitution and/or disgorgement of  
6 **SAMSUNG’S** revenues and profits resulting from the sale of the Subject Phones, and any other  
7 relief provided for under the UCL.

8                   WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

9  
10                                   **THIRD CAUSE OF ACTION**  
11                                   **VIOLATIONS OF CALIFORNIA’S FALSE ADVERTISING LAW**  
12                                   **CAL. BUS. & PROF. CODE §§ 17500 *ET SEQ.***  
13                                   **(PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

14           152.   **PLAINTIFF** hereby reallege and incorporate by reference each and every  
15 allegation set forth above, as if fully set forth in detail herein.

16           153.   **SAMSUNG**, acting with intent to induce consumers to purchase the Subject  
17 Phones, in violation of Cal. Bus. & Prof. Code Section 17500, made or disseminated or caused to  
18 be made or disseminated the misleading statements alleged herein based upon their concealment of  
19 the risk of overheating, fire and explosion associated with the Subject Phones.

20           154.   The facts omitted by **SAMSUNG** were misleading to consumers, and the truth was  
21 and is known to **SAMSUNG**, or by the exercise of reasonable care should have been known to  
22 **SAMSUNG**.

23           155.   **PLAINTIFF** and the Class relied upon **SAMSUNG** advertising in their decisions  
24 to purchase the Subject Phones.

25           156.   As a direct and legal result of the wrongful conduct and/or omissions of  
26 **SAMSUNG**, and each of them, **PLAINTIFF** have been harmed.

27                   WHEREFORE, **PLAINTIFF** and the Class pray for relief as set forth below.

28           ///

///

**FOURTH CAUSE OF ACTION**  
**VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**  
**CAL. CIV. CODE §§ 1750 ET SEQ.**  
**(PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

157. **PLAINTIFF** hereby reallege and incorporate by reference each and every allegation set forth above, as if fully set forth in detail herein.

158. California Civil Code section 1770(a) provides that it is unlawful to use unfair methods of competition and unfair or deceptive acts or practices in a transaction intended to result or which results in the sale or lease of goods or services to any consumer. California Civil Code section 1770(a) is specifically violated by, among other things: “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have.” Cal. Civ. Code § 1770(a)(5).

159. The acts and practices on the part of **SAMSUNG**, as alleged herein, constituted and constitute unlawful methods of competition, unfair, or deceptive acts undertaken in a transaction which resulted in the sale of goods to consumers including, but in no way limited to, **SAMSUNG** failure to disclose that the Subject Phones were prone to overheating, catching fire, and explosion.

160. Plaintiff seeks an order awarding restitution or disgorgement of **SAMSUNG’S** revenues and profits from the sale of the Subject Phones.

161. As a direct and proximate result of **SAMSUNG’S** violations of the CLRA as alleged herein, **PLAINTIFF** and Class have been injured by, including but not limited to, the following: (a) the infringement of their legal rights as a result of being subjected to the common course of fraudulent conduct alleged herein; (b) being induced to purchase the Subject Phones, which they would not have done had they been fully informed of **SAMSUNG’S** acts, omissions, practices, and nondisclosures as alleged herein, in violation of, *inter alia*, the CLRA, the FAL, and the UCL; (c) being induced to rely on **SAMSUNG’S** deceptive, fraudulent, and intentional omissions to their detriment as a result of **SAMSUNG’S** conduct as alleged in this Class Action Complaint, in violation of, *inter alia*, the CLRA, the FAL, and the UCL; and (d) unknowingly being subjected to fraudulent concealment and deceit as a result of **SAMSUNG’S** conduct.

1 Accordingly, **SAMSUNG** engaged in acts of fraud, malice, or oppression and in conscious  
2 disregard of the rights and well-being of Plaintiff and the Class.

3 162. As a direct and proximate result of **SAMSUNG** conduct in violation of the CLRA,  
4 **PLAINTIFF** and the Class have been harmed.

5 WHEREFORE, **PLAINTIFF** and the Class pray for relief as set forth below.

6  
7 **FIFTH CAUSE OF ACTION**  
8 **UNJUST ENRICHMENT**  
9 **(PLAINTIFF AND THE CLASS AGAINST SAMSUNG)**

10 163. **PLAINTIFF** hereby re-allege and incorporate by reference each and every  
11 allegation set forth above, as if fully set forth in detail herein.

12 164. As a result of their wrongful and fraudulent acts and omissions, as set forth above,  
13 pertaining to the Subject Phones, **SAMSUNG** charged a higher price for the Subject Phones than  
14 the Subject Phones' true value and **SAMSUNG** obtained monies which rightfully belong to  
15 **PLAINTIFF** and the Class.

16 165. **SAMSUNG** enjoyed the benefit of increased financial gains, to the detriment of  
17 **PLAINTIFF** and the Class, who paid a higher price for Subject Phones which actually had lower  
18 values. It would be inequitable and unjust for **SAMSUNG** to retain these wrongfully obtained  
19 profits.

20 166. **PLAINTIFF**, therefore, seek an order establishing **SAMSUNG** as constructive  
21 trustee of the profits unjustly obtained, plus interest.

22 **VII. PRAYER FOR RELIEF**

23 WHEREFORE, **PLAINTIFF** prays that this Court enter judgment in their favor on every  
24 claim for relief set forth above and award them relief including, but not limited to, the following:

- 25 1. An Order appointing **PLAINTIFF** to represent the Class pursuant to FRCP 23(a)  
26 and designating **PLAINTIFF**' counsel as Class Counsel;
- 27 2. An order enjoining **SAMSUNG** from any future violations of the CLRA, FAL and  
28 UCL;
3. An order enjoining **SAMSUNG** from selling the Subject Phones;



- 1           4.       For economic losses, in an amount according to proof at trial;
- 2           5.       For restitution for **PLAINTIFF** and the Class in an amount according to proof at
- 3 trial;
- 4           6.       An award for **PLAINTIFF** for the costs of suit and reasonable attorneys' fees as
- 5 provided by law;
- 6           7.       For interest upon any judgment entered as provided by law; and,
- 7           8.       For such other and further relief as the Court may deem just and proper.

8  
9 Dated: March 22, 2017

**MONTEVIDEO LAW, PC**

10 By: /s/ John Michael Montevideo  
11 John Michael Montevideo

12 **VIII. JURY DEMAND**

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

14 Dated: March 22, 2017

**MONTEVIDEO LAW, PC**

15 By: /s/ John Michael Montevideo  
16 John Michael Montevideo

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CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JESUS SANCHEZ, an individual; on behalf of themselves and all other similarly situated persons;

(b) County of Residence of First Listed Plaintiff San Diego, California (EXCEPT IN U.S. PLAINTIFF CASES)

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

JOHN MICHAEL MONTEVIDEO
MONTEVIDEO LAW, PC
Spectrum Center Drive, Suite 900, Irvine, CA 92618
Telephone: (949) 298-7579

DEFENDANTS

SAMSUNG ELECTRONICS AMERICA, INC., a New York Corporation; and SAMSUNG ELECTRONICS CO., LTD., a Foreign Corporation

County of Residence of First Listed Defendant Bergen County, New Jersey (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large grid table for Nature of Suit with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 (specify)
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): 28 USC 1332
Brief description of cause: CONCEALMENT, VIOLATION OF CALIFORNIA LAW

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ "TBD" CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE Beth L. Freeman

DOCKET NUMBER 5:16-CV-06391-BLF

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE: 03/23/2017

SIGNATURE OF ATTORNEY OF RECORD: /s/ John Michael Montevideo

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

UNITED STATES DISTRICT COURT

for the

Northern District of California

JESUS SANCHEZ, an individual; on behalf of themselves and all other similarly situated persons;

Plaintiff(s)

v.

SAMSUNG ELECTRONICS AMERICA, INC., a New York Corporation; and SAMSUNG ELECTRONICS CO., LTD., a Foreign Corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

SAMSUNG ELECTRONICS AMERICA, INC., a New York Corporation
CT CORPORATION SYSTEM
818 W 7th STREET, Ste 930
LOS ANGELES, CA 90017

SAMSUNG ELECTRONICS CO., LTD, a Foreign Corporation
129, Samsung-ro, Yeongtong-gu,
Suwon-si, Gyeonggi-do, Korea

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:

JOHN MICHAEL MONTEVIDEO
MONTEVIDEO LAW, PC
Spectrum Center Drive, Suite 900, Irvine, CA 92618

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:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Aimed at Samsung for Exploding Smartphones](#)

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