

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

KATHY WESLEY, individually and
on behalf of and all others similarly
situated,

Plaintiffs,

v.

SAMSUNG ELECTRONICS
AMERICA, INC.,

Defendant.

No. _____

JURY TRIAL DEMANDED

CLASS ACTION

CLASS ACTION COMPLAINT

Plaintiff Kathy Wesley, individually and on behalf of all others similarly situated (the “Class” as defined below), through her undersigned counsel, alleges as follows against Defendant Samsung Electronics America, Inc. (“Samsung”).

INTRODUCTION

1. This is a class action brought against Samsung by Ms. Wesley on behalf of herself and a class of current and former owners of Samsung gas and electric ranges that include a temperature sensor bearing model number DG32-00002B (the “Class Ranges”).

2. A latent defect in the oven temperature sensor causes failures in the Class Ranges’ control boards. When the control boards fail, the Class Ranges’ oven

and burner temperatures deviate from the user-selected temperature settings (the “Defect”). The Class Ranges’ ovens and burners are either not hot enough or far too hot, posing a safety risk.

3. The Defect renders the Class Ranges unable to cook food as the consumer intended. Cooking times are greatly extended, or users are forced to constantly monitor food being cooked so that it does not unexpectedly burn or catch on fire. Over time, the Defect is substantially certain to manifest.

4. Samsung has long been aware of the Defect. Samsung performs reliability testing on its appliances before releasing them to the public. And Samsung’s own website includes a page directed at consumers experiencing temperature control issues with their ranges. Since at least as early as 2015, Samsung has directly received numerous reports of the Defect.

5. Due to the undisclosed Defect, Plaintiff and Class Members were deprived of the benefit of their bargain in purchasing the Class Ranges. Plaintiff accordingly seeks relief both for herself and for other owners of the Class Ranges.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 and the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members; (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs; and (iii) there is minimal

diversity because at least one plaintiff and one defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

7. Venue properly lies in this District pursuant to 28 U.S.C. § 1391 because Samsung is headquartered and regularly transacts business in this District, is subject to personal jurisdiction in this District, and therefore is deemed to be a citizen of this District. Additionally, Samsung advertises in this District and has received substantial revenue and profits from its sales and/or leasing of Class Ranges in this District; therefore, a substantial part of the events and/or omissions giving rise to the claims herein occurred in District.

8. This Court has personal jurisdiction as Samsung is headquartered in this District, has conducted substantial business in this District, and intentionally and purposefully placed Class Ranges into the stream of commerce within New Jersey and throughout the United States.

9. The practices described herein were conceived, reviewed, approved, and otherwise controlled from Samsung's headquarters in Ridgefield Park, New Jersey. Promotional activities and literature were coordinated at, and emanated from, Samsung's New Jersey headquarters. Samsung made critical decisions about the marketing and advertising of its Class Ranges in New Jersey. Misrepresentations and omissions alleged herein were made by Samsung employees based in New

Jersey and were set forth, among other places, on Samsung's website, which is maintained by Samsung employees based in New Jersey. Samsung's warranty policies and procedures were also developed and carried out by Samsung's employees in New Jersey.

PARTIES

10. Plaintiff Kathy Wesley is a citizen and resident of Pompano Beach, Florida.

11. Defendant Samsung is the U.S. subsidiary of Samsung Electronics Co., Ltd., a multinational corporation headquartered in Seoul, South Korea.

12. Samsung is headquartered in Ridgefield Park, New Jersey, and registered as a foreign corporation with the State of New Jersey.

PLAINTIFF SPECIFIC ALLEGATIONS

Plaintiff Kathy Wesley

13. In May 2018, Ms. Wesley purchased a new Samsung Freestanding Electric Range, Model Number NE59M6850SG, from authorized Samsung reseller BrandsMart USA in Deerfield Beach, Florida. Ms. Wesley's range bears the serial number 0ETQ7DCK100313F. The NE59M6850SG is a Class Range.

14. Ms. Wesley reviewed Samsung marketing materials, such as print advertisements, before she purchased her Class Range.

15. Ms. Wesley purchased the Class Range for personal, family, or

household use.

16. Ms. Wesley uses, and at all times has used, her Class Range in the normal and expected manner.

17. Prior to purchase, Ms. Wesley was aware that her Class Range came with a one-year limited warranty for parts and labor.

18. On Thanksgiving in 2018, six months after she purchased the Class Range, Ms. Wesley discovered that her oven was not heating to its set temperature of 350 degrees. While her Thanksgiving turkey should have taken around three hours to cook at 350 degrees, after four and one half hours, the turkey still had not cooked. As a result, Ms. Wesley had to purchase Thanksgiving dinner for her family.

19. After Ms. Wesley's Class Range failed on Thanksgiving, she contacted Samsung for repair. Her oven was still under its original warranty. The Samsung technician who came to Ms. Wesley's home immediately lamented as to the quality of Samsung ranges, stating that Samsung ranges were "horrible". The technician replaced her Class Range's control board, but the temperature regulation problems recurred soon after.

20. About six months later, while Ms. Wesley was cooking bacon for breakfast, she noticed that it took approximately forty-five minutes for the bacon to cook when the oven was set to a temperature of 400 degrees. At 400 degrees, four pieces of bacon should take only fifteen minutes to cook.

21. Ms. Wesley contacted Samsung again as her Class Range was still under warranty; Samsung sent a second “specialist” technician. This technician stated the Class Range was “working fine” despite the exceedingly long cooking times that Ms. Wesley was experiencing.

22. In Fall of 2019, Ms. Wesley discovered that her range’s burners were heating beyond the set temperature. While she was cooking an omelet with the burner set to two—a low heat setting—it scorched within the few seconds it took her to place the vegetables inside it.

23. Ms. Wesley continued to experience persistent and ongoing problems with her Class Range’s temperature control.

24. Frustrated with Samsung’s inability to fix her Class Range temperature issue, Ms. Wesley purchased a service contract from Pride Air Conditioning and Appliances (“Pride”) in Pompano Beach, Florida. Thereafter, Ms. Wesley’s control board failed again. Ms. Wesley continues to have her Class Range serviced approximately every six months.

25. Despite repeated repairs, Ms. Wesley’s oven temperature is consistently lower than the set temperature by a significant margin.

26. Had Samsung disclosed the Defect, Ms. Wesley would not have purchased her Class Range or would have paid significantly less for it.

COMMON FACTUAL ALLEGATIONS

A. Samsung Ranges and Samsung’s Representations About Them

27. Samsung distributes and sells ranges throughout the country. The Class Ranges are available for purchase in large retail stores such as Sears, Home Depot, and BestBuy, as well as in smaller appliance stores and online. The Manufacturer’s Suggested Retail Price for the Class Ranges is between \$799.00 and \$2599.00.

28. Samsung markets their ranges as being “Beautifully Designed, Intelligently Built.”

29. Samsung touts ease of use with “functions that have been specifically designed to maximize convenience for consumers.”

30. Samsung represents that its appliances are safe; stating their range features allow users to “stay safe in a busy kitchen.”

31. Samsung also controls or approves promotional material disseminated by resellers of the Class Ranges.

B. The Temperature Control Defect Manifests in Class Ranges

32. Gas and electric ranges are useful only to the extent that they provide reliable and consistent heating. For example, for a person to bake a cake at 375 degrees, that person must be able to set an oven to 375 degrees and know that the oven will maintain roughly that temperature once it is preheated. Likewise, a person cannot simmer a delicate sauce if a burner emits heat at full blast even though the burner was set to low heat.

33. The Defect can be found in both gas and electric ranges that include the Samsung oven temperature sensor bearing model number DG32-00002B. This sensor is present in each Class Range.

34. The materials and workmanship of the DG32-00002B sensor are defective.

35. Oven temperature is measured and regulated with a series of components: the oven temperature sensor, oven control board, and heat supply—a bake element in an electric oven or a main oven burner in a gas oven.

36. An oven temperature sensor is a thermistor—a type of resistance thermometer—that is located inside the oven. The sensor measures the internal oven temperature. As the oven temperature rises and falls, the sensor varies the amount of resistance in electrical circuits linked to the control board. Resistance is a measure of how easily electrical current can pass through conducting material. Changes in resistance impact the rate at which electrical current flows through the circuits of the oven's control board.

37. When the user sets his or her oven to a certain temperature, the control board sends electrical signals to turn on the oven's heat supply. Then, based upon changes in resistance initiated by the oven's sensor, the control board turns the heat supply on or off to maintain the set temperature.

38. When the Defect in the temperature sensor manifests, it fails to correctly

regulate resistance in the circuits. The variations in resistance degrade the conducting materials, can lead to delays in signal transmission and, over time, cause circuit failure. Thus, when the sensor fails, it not only causes a discrepancy between the oven's actual and set temperature, but it also causes circuit failure in the control board. When the circuits fail, the control board either does not turn the heat supply on, so the oven does not reach the set temperature, or it fails to turn the heat supply off, resulting in a dangerously high oven temperature.

39. The control board also controls the temperature of the range burners. When the defect manifests, the circuit failure can cause the actual burner temperature to differ from the temperature the consumer selects, and can result in dangerously high burner temperatures.

40. Failure of the oven and burners can happen simultaneously or separately.

41. Even if a repair is performed, the stove remains substantially certain to fail because Samsung and its authorized technicians use the same defective parts as replacements.

42. The Defect renders a Class Range unusable for its intended purpose of cooking food. For example, a Class Range will not get hot enough to cook the food in a reasonable amount of time, or it will get so hot that the food is scorched, and a fire may occur.

43. Technicians in the field have observed DG32-00002B sensors and control boards failing at a high rate. One repair technician stated that consumers were not the problem with the sensors; they are not spilled on or knocked. The Class Range control boards and sensors simply “don’t hold up.”

C. Samsung’s Knowledge of the Defect

44. Samsung has been aware of the Defect for years. Customers have posted their experiences at widely trafficked internet sites, as well as communicated them to Samsung directly.

45. Samsung maintains a page on its website titled “Samsung oven temperature issues.”¹ Samsung customers who access this page are asked to identify one of four temperature-control problems with their Samsung range: “Oven does not cook well”; “Oven does not heat”; “Oven takes a long time to reach set temperature”; and “Oven temperature does not match thermometer.”

46. The Samsung webpage for the Samsung Electric Range, Model Number NE59M6850SG/AA—the same model as Ms. Wesley’s range—includes the following reviews reporting similar problems as well as responses from Samsung, demonstrating Samsung’s knowledge of the problem:²

- **Samsung Electric Range, Model Number NE59M6850SG/AA**

¹ <https://www.samsung.com/us/support/troubleshooting/TSG01204529/>

² <https://www.samsung.com/us/home-appliances/ranges/gas/5-8-cu--ft--convection-slide-in-gas-range-in-black-stainless-steel-nx58r6631sg-aa/>

- Nobake · 3 years ago
Doesn't bake The bake feature is a joke. 50° oven swing and nothing is done on time. Convection cooking in top oven, pizza frozen in the center, edge burnt.

Response from SAMSUNG:

Samsung Care · 2 years ago

Hey! Thank you for bringing this to my attention!

Please refer to pages 28-30, and 34 -38 in your users manual for a quick guide on your convection oven. Just follow this link:

<https://bit.ly/2KSeNsn> If you feel like you don't notice any changes, please contact us via LiveChat or Email: <https://bit.ly/2z9FXFr>. FaceBook

Messenger:

<http://m.me/samsungsupport>

Twitter: <https://bit.ly/2pTYDc7>

Or by calling Toll-free 1-800-SAMSUNG.^ Penny

- rzamor100 · 9 months ago
Burners out of control : I bought this electric range 1-1/2 years ago, after 1 year the right side front burner runs out of control, I turn it on "LOW" it goes on "HIGH" and stay on no matter what you do unless you turn it completely "OFF" . Then, 3 months after, the left side burner does the same thing almost burn the food if I don't pay attention. Now I can only use the small burners that take forever to get the food cooked.

When I called Samsung, I've been said that I will have to pay \$100.00 just for someone to come and see what's wrong then I will charged for parts and labor on top of that. very bad experience with Samsung. I will think twice before getting a Samsung product.

Response from SAMSUNG:

Samsung Cares · 9 months ago:

I hear your concerns, and I would love to talk to you more about this situation and assist you with getting service set up. Please feel free to reach out to me directly via one of the following options and reference ticket number #1141270633.

Facebook Messenger: <http://m.me/samsungsupport>
Twitter:
https://twitter.com/messages/compose?recipient_id=18768513
Toll-free call (Mon-Fri: 9AM-6PM EST): 1-833-REVIEW8 (1-833-738-4398)
We thank you for being a part of the Samsung family. ^Cat

- ghenniphyr · 3 months ago
Heating is inconsistent and uneven : I have had Samsung repair people out twice. They seem to think that when an oven is set for 350 that it is working when the temperature swings between 280 and 430??? I finally got them to say 25-50 degrees above or below set temp is expected. However, replacing any parts would no resolve issue. I give up. Have to monitor temp with my own therm because display not even close most of the time. Stove top has similar issues. Gets too hot, shuts off and then back on. Both stove top and oven inconsistent temps. Oven doesn't bake evenly. Requires too much monitoring and intervention.

Response from SAMSUNG:

Samsung Cares · a month ago:
We definitely appreciate you bringing this to our attention. We certainly will use this information to help us in our ever continuing efforts to improve the overall customer experience for everyone. ^Ty

47. Samsung's references to pages in its user manual do not address the underlying defect. Instead, these references merely include general instructions about operation of the range.

48. Other Class Ranges owners report similar issues.

• **Samsung Electric Range, Model Number NE59R4321SS/AA**

- Sitti · 3 years ago
Over heating range top : Had this range for only a few

months, one of the burnings began to heat at max temp even when on low setting. No temp control. Worst Samsung product that I ever bought.

Response from SAMSUNG:

Samsung Care · 2 years ago Hello!

I can tell this is frustrating for you. From what I can tell you're still under warranty, so I encourage you to get in contact with us, this way we can have a tech go to your house to evaluate and service this range. I believe this will solve your problem and get things running smoothly in your kitchen once again. You may reach us via LiveChat or Email:

<https://bit.ly/2z9FXFr> Facebook Messenger:

<http://m.me/samsungsupport>

Twitter: <https://bit.ly/2pTYDc7>

Or by calling Toll-free 1-800-SAMSUNG. – Penny

○ cindy6886 · a year ago

Not Happy : yesterday i was using the front right burner on low. it overheated and when i pulled my skillet off the burner it shot flames and the glass cracked.

Response from SAMSUNG:

Samsung Cares · a year ago

I realize your experience has been less than ideal, and I definitely understand. You are a valued customer and your experience matters to us. I would love to talk to you more about this situation and assist you with getting service set up. Please feel free to reach out to me directly via one of the following options and reference ticket number #1140637128

1. Facebook

Messenger: <http://m.me/samsungsupport>

2. Twitter:

https://twitter.com/messages/compose?recipient_id=18768513

3. Toll-free call (Mon-Fri: 9AM-6PM EST): 1-833-REVIEW8 (1-833-738-4398)

We thank you for being a part of the Samsung

family. ^Cat
TMS Ticket #: 24285

- Charlene · 11 months ago
Piece of junk: more than 50f discrepancy in oven temperature. the right front burner is defective- only 2 settings: high or off. low setting does not work. worst range top i have ever had.

Response from SAMSUNG:

Samsung Cares · 11 months ago

I realize your experience has been less than ideal, and I definitely understand. You are a valued customer and your experience matters to us. I would love to talk to you more about this situation and assist you with getting service set up. Please feel free to reach out to me directly via one of the following options and reference ticket number #1140872645.

1. Facebook Messenger:

<http://m.me/samsungsupport>

2. Twitter:

https://twitter.com/messages/compose?recipient_id=18768513

3. Toll-free call (Mon-Fri: 9AM-6PM EST): 1-833-REVIEW8 (1-833-738-4398)

We thank you for being a part of the Samsung family. ^Cat

- **Samsung Gas Range, Model Number NX58K3310SS/AA**

- Snowshoo · 2 years ago
Do not buy this stove! Or deal with Samsung. We bought this stove 2 years ago. It worked OK, until about a week after the warranty expired. It rarely heats up to temperature. It keeps turning off, or just stops heating. I can still feel some heat, but when I open the door, I smell gas. They can't even suggest someone for me to call to come and look at the thing. I will NEVER deal with Samsung again.

Response from SAMSUNG:

Samsung Cares · a year ago

I realize your experience has been less than ideal,

and I definitely understand. You are a valued customer and your experience matters to us. We are continually improving our products and services, and your feedback is vital to that process. Here is a link <http://bit.ly/2ssxImE> to assist you with finding a local certified Samsung service center. Thank you for being a Samsung customer! ^Cat

- TPM62 · 11 months ago
Don't Bother! by far the worst stove i have ever owned, period. you can't simmer anything, or cook a pot of rice. the burners are way to hot. the oven sucks. it is off by 30 degrees. again, don't bother!

Response from SAMSUNG:

Samsung Cares · 11 months ago

I realize your experience has been less than ideal, and I would like to change that. I want to help by providing these links with information that address your concerns:

- Oven Takes a Long Time to Reach Set Temperature:<http://bit.ly/2sh6KOp>
 - Oven Does Not Cook Well: <http://bit.ly/2Be9nph>
 - Flames on a Gas Range Cooktop: <http://bit.ly/2RoTTnv>
 - Oven Does Not Heat: <http://bit.ly/2K4ukc7>
- Thank you for being a part of the Samsung family!
^Cat

- **Samsung Gas Range, Model Number NX58R4311SS/AA**

- disappointed baker · 2 years ago
Very disappointed : My son purchased this stove for me for Mother's day and he was very excited to do this for me. We have had nothing but issues with this stove and would not recommend this item. Items don't cook evenly and items have to be cooked twice as long as recommended. Thermostat was replaced and still having issues. A tech has been out 2 in the last 3 weeks and it still isn't working properly for a stove that is less then a year old!!! The last tech advised that I just have to cook my food longer!! Are you kidding me?? This stove is less then a year old

and I never have had to cook my food longer in my old stove!

Response from SAMSUNG:

Samsung Cares · 2 years ago

disappointed baker, I realize your experience has been less than ideal, and I'd like to change that. I want to help by providing these links with information about your concerns:

1. Oven Takes a Long Time to Reach Set Temperature: <http://bit.ly/2sh6KOp>

2. Oven Does Not Cook Well:
<http://bit.ly/2Be9nph>

Thank you for being a part of the Samsung family!

^Cat

- minw · a month ago

Looks great, but functions poorly i thought i had researched well, as it rates highly across multiple sites. however, i did not take the time to read individual reviews. i wish i had. there are reviews from years ago speaking of the same issues i have in october of 2020. the oven temp is very off. even after recalibrating it per the manual, it does not achieve consistent or accurate temps. i was baking a birthday cake, and it took at least twice as long, and did not bake properly.

Response from SAMSUNG:

Samsung Care · a month ago

I can understand your concern. We would be more than happy to look into your situation and would greatly appreciate you reaching out to us in order for us to assist you. ^Pat

1. Facebook Messenger:

<http://m.me/samsungsupport>

2. Twitter:

https://twitter.com/messages/compose?recipient_id=18768513

- **Samsung Gas Range, Model Number NX58R5601SS/AA**

- TGW5000 · 5 years ago

Poor Heat Range will not cook food properly. Temperature off. Poor controls difficult to see black on light gray. Do not buy.

- scojbo · 2 years ago
Inconsistent temperatures / poor customer service We purchased this gas range a little over a year ago. We have no issues with the stove, but the oven ruins the unit. It is easy to quickly heat to the desired temperature, but the temperature always fluctuates once it initially hits the desired temperature. We purchased an oven thermometer and our tests showed consistently inconsistent temperatures. With the oven set on 350, we saw temperatures of 315, 330, 350, and 360. We had to deal with customer service many times, opening various tickets, before a service technician finally came to inspect our item. The technician informed us that he talked to Samsung before his visit, and he was told that the unit was designed to "be efficient" so the temperature intentionally fluctuates around whatever temperature you set it to. This is crazy, especially when trying to cook something for a set amount of time. For this reason, we highly recommend NOT purchasing this item.

Response from SAMSUNG:

Samsung Cares · 2 years ago

I definitely understand how frustrating it can be when results and expectations don't quite meet. You are a valued customer and your experience matters to us. We are continually improving our products and services, and your feedback is vital to that process. Thank you for being a Samsung customer!

^Cat

- **Samsung Electric Range, Model Number NE59J7850WS/AA**

- Nobake · 3 years ago
Oven trouble When using the bake feature the oven takes 45 minutes to reach the set point. The instructions are incorrect on how to calibrate the oven. Pressing "broil" and the number 1 for 3 seconds does nothing. So when I compensate by baking 50° higher the oven then runs 25° over the set point. I have never destroyed so much food in my life. Don't even try the 800 number or the website. Both are a joke.
- Munzy 3 years ago

cannot get service on web and chat Cooked a cake at 350 for over 3 hours still did not brown, according to recipe only 30 minutes. temperature does not work and you cannot request service because the website would not download receipt, contacted chat said to download blank document, That did not work.

- NisaTop · 2 years ago
Worst Range EVER We have had this range for several years and it is the worst. The back is flimsy and it's had to push the temperature buttons. The bottom oven only cooks from the bottom and the same with the top oven. The ovens can only be 50 degrees different. After having this range for less than a year the top part of our range stopped working!! Get any other range but not this one.

Response from SAMSUNG:

Samsung Cares · 2 years ago

I know how frustrating it can be when results and expectations don't quite meet. You are a valued customer and your experience matters to us. We are continually improving our products and services, and your feedback is vital to that process. Thank you for being a Samsung customer! ^Cat

- Whocares about a nickname · 2 years ago
Disappointed They entire reason for buying this was to make biscuits in the top portion (smaller) oven and we can't get it to cook correctly. We've tried different temps different cook times no matter what we do there either burnt or raw. Timer also just randomly stops so booking time is always off. Really hoping for a different outcome, alot of wasted money.

Response from SAMSUNG:

Samsung Care · 2 years ago

Hi there! I'd love to help you here. To have best results in cooking your biscuits when using the upper top portion, place the rack in the 2nd slot and use pans with no sides or very low sides to allow the heated air to circulate around the biscuits.

^Rafael

- Lucy and Gus · 2 years ago
dud bought my range in May of 2016. Bottom line. Oven heats unevenly, the top burners boil everything even on low. The upper oven is difficult to slide dishes in and out of. I cook all the time. Love to cook and I have nothing good to say about this range except it is pretty to look at. I got nowhere explaining to customer service about my problems so I am stuck with it.

- Radarbandit · a year ago
Serviced Four Times Still Not Working Right We purchased the Samsung Duo a little over a year ago and thought we had made a good purchase; but then the holidays came and we noticed that the lower oven would not get to temperature it was set to. The only way to get the oven to heat was to use the entire oven. The repairman (Sears) came and following a flow chart declared the motherboard the problem. HE also said it would be resolved before Christmas. The part didn't come until the new year. When installed the oven still didn't heat right, it was now over heating 50+ degrees. Another repairman followed the flowchart and declared the sister board the problem. A couple weeks later it came in and it was installed but the original problem returned. The lower oven will not get to temperature and when using the whole oven once the buzzer announces it is at temperature, it takes at least another half an hour to actually get to temperature (checked with an analog gauge and a digital gauge). At this point we want it replaced.

Response from SAMSUNG:

Samsung Cares · a year ago

I realize your experience has been less than ideal, and I definitely understand. You are a valued customer and your experience matters to us. I would love to talk to you more about this situation and assist you with getting service set up. Please feel free to reach out to me directly via one of the following options and reference ticket number #1139761544.

1. Facebook Messenger:

<http://m.me/samsungsupport>

2. Twitter:

https://twitter.com/messages/compose?recipient_id=18768513

3. Toll-free call (Mon-Fri: 9AM-6PM EST): 1-833-REVIEW8 (1-833-738-4398)

We thank you for being a part of the Samsung family. ^Cat
TMS #:4248

- JanB · 2 months ago
Worst Range and Oven purchased nov 2019 and have had issues with the oven temperature. took 7hrs to cook thanksgiving turkey! serviced numerous times. gave me a replacement and now the temp is 50 degrees different! how can you cook or bake with this much difference. the fast boil element is all but! we purchased an entire suite (refrig.,micro,dishwasher, dryer and washing machine) issues with most all of them.i will never purchase samsung again!

Response from SAMSUNG:

Samsung Cares · a month ago

Thank you for sharing your Samsung range experience! ^Ty

49. Customers have also reported similar experiences at third-party consumer sites. For example, the website Consumer Affairs includes the following reports:³

- **David of Westport, CT** Verified Reviewer
Original review: Feb. 8, 2019
Purchased the NE59J7850WS Samsung dual flex electric oven. After less than 2.5 years, the oven is not working. It intermittently continues to heat, well past the set temperature, and well past 500F+. We have had servicing, but since the issue is intermittent, it didn't occur when he

³ <https://www.consumeraffairs.com/homeowners/samsung-stove-oven-range.html?page=4>

was here and he could only identify two things that could be going wrong (thermostat and control board), both which were replaced. Last Samsung product I will purchase, including phones which I have been purchasing for years for the whole family. Samsung's response -- 'I can definitely understand how you might be feeling and you have the right to express your thoughts about the product.'

○ **Karen of Hallsboro, NC** Verified Reviewer

Original review: June 19, 2019

The oven temperature climbs and lowers all during the baking process. Totally inconsistent. Horrible for baking cakes! I bought a portable oven thermometer to monitor it. I can set the oven for 350 and the actual temp in the oven will be 375 one minute and 325 a few minutes later. There is also a 25 degree temperature variance from front to back and side to side in the oven. Forget cooking more than one item at the same temperature. When you buy such a big oven you plan on being able to utilize the space by cooking more than one item, but beware, they will be cooking at different temperatures. The top "low" burner is not low at all. It boils everything. The long middle high burner is okay on one end and way too crazy hot on the other end with flames so tall they lap over my skillet. The Samsung name on the top front/center of the stove is stickers. Each letter gradually slides off from the heat of the stove.

○ **Lindsay of Summerville, NS** Verified Reviewer

Original review: Dec. 17, 2019

So I purchase 2 Samsung smooth top convection ovens July 27th 2017 for a small in home commercial kitchen. The use of these ovens would not exceed what any normal home would do in a year as my business is somewhat seasonal and a very small operation. In June of 2019 I noticed one of them not holding its temperature. It would be set at 350 and would actually be 405, or 215. I had a repair tech come out and after trying else we replaced the main brain. This sadly did not fix the issue. Then in August the other oven started doing the same

thing. After exhausting every fix the repair technician said that there is nothing else to replace so maybe call Samsung and ask them to do something. After three months of being told they will get back to me with a resolution not once did they contact me back, as promised, until I got cross with them and demanded some kind of answer. Well there out is my little operation! I was told that even one week of use in a commercial setting voids all warranty and that I would have to just get them fixed. HOW!!!! The "Samsung" repair technician has already tried replacing everything. Never buy Samsung appliances. Just sayin.

- **Rhonda of Independence, KY** Verified Reviewer
The more I try to cook on this stovetop the more I am convinced that the burners don't heat correctly. I have bought several new nonstick skillets and they seem ruined after a few times cooking in them. I am not a chef but I am not a novice either. I've been cooking for over 30 years and this doesn't seem right. I usually use the right front burner and go with the medium middle setting, never on high. And then I would turn it down to low and things still get burnt. I dont even want to address your Samsung customer service because I know how they give the runaround. My microwave was defective - I saw sparks flying from the inside and turned it off. They did end up refunding the money for it but I had paid to have someone to install it above the stove so I lost \$200 there. Plus I had to jump through many hoops to get a refund.

50. Prior to the sale of the Class Range to Plaintiff, Samsung knew or should have known about the Defect through Samsung's exclusive knowledge of non-public, internal data about the Defect, including, for example: pre-release testing; early consumer complaints about the Defect; warranty claim data related to the

Defect; and repair and service documentation submitted by Samsung's authorized repair technicians.

D. SAMSUNG'S CONCEALMENT OF THE DEFECT

51. Samsung has repeatedly dismissed the Defect. Samsung operates a consumer-facing website titled "Samsung oven temperature issues,"⁴ which includes information suggesting to consumers that temperature control issues are caused by consumer error or routine calibration issues rather than by the Defect. Samsung's website makes light of the problem with the following image:



52. However, Samsung's statement that temperature control issues are caused by consumer error is refuted by repair technicians' experiences.

E. Samsung Continues Manufacturing Class Ranges with the Defect

53. Samsung has known about the Defect since at least as early as 2015. Nevertheless, Samsung continues to manufacture the Class Ranges, and consumers continue to report examples of the Defect. Consumers report difficulty in obtaining service from Samsung, and Class Ranges continue to be sold.

⁴ <https://www.samsung.com/us/support/troubleshooting/TSG01204529/>

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	NE59M6850SG/AA
FX710BGS/XAA	NE59M6850SS/AA
FX710BGS/XAC	NE59N6630SG/AA
NE594R0ABBB/AA	NE59N6630SS/AA
NE594R0ABSR/AA	NE59N6650SG/AA
NE594R0ABWW/AA	NE59N6650SS/AA
NE595N0PBSR/AA	NX583G0VBBB/AA
NE595R0ABBB/AA	NX583G0VBSR/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.

59. Samsung actively concealed the defect by touting the Samsung ranges' high quality and functionality without disclosing their defective nature. Samsung's concealment prevented Plaintiff and class members from discovering their injuries and pursuing legal relief from Samsung.

60. Plaintiff and class members did not discover and could not reasonably have discovered the defect until their ranges failed.

CLASS ACTION ALLEGATIONS

61. This action is brought and may be maintained as a class action pursuant to Rules 23(a), (b)(2), (b)(3) and/or (c)(4) of the Federal Rules of Civil Procedure.

62. The Class is defined as follows:

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing model number DG32-00002B, from Samsung or its authorized retailers between in the United States between January 1, 2016 and the present (the "Nationwide Class").

63. In addition to the Nationwide Class, Plaintiff also seeks to certify the following class defined as follows:

All persons who purchased, other than for resale, a Samsung range containing a temperature sensor bearing model number DG32-00002B, from Samsung or its authorized retailers in Florida between January 1, 2016 and the present (the "Florida Class").

64. The Nationwide Class and Florida Class are referred to collectively herein for convenience as the "Class." Excluded from the Class are Samsung, its affiliates, employees, officers and directors; and the Judge(s) assigned to this case.

Plaintiff reserves the right to modify, change, or expand the class definitions above in response to discovery and/or further investigation.

65. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. Samsung had the largest home appliance market share in the United States for the period from 2016 to Q3 2019, and it had the second-largest market share of cooking appliance during the same time period.⁵ The Nationwide Class and Florida Class each contain thousands of Class members.

66. While the exact number of individual members of the Class are presently unknown, such information is in the possession of Samsung and its resellers and is obtainable by Plaintiffs through the discovery process

67. **Existence and Predominance of Common Questions of Fact and Law**: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. whether Samsung engaged in the conduct alleged herein;
- b. whether the Class Ranges are defective;
- c. whether Samsung placed the Class Ranges into the stream of commerce in the United States with knowledge of the Defect;
- d. whether Samsung knew or should have known of the Defect, and

⁵ <https://news.samsung.com/us/samsung-expands-home-appliances-kbis2020/>

if so, for how long;

- e. when Samsung became aware of the Defect in the Class Ranges;
- f. whether Samsung knowingly failed to disclose the existence and cause of the Defect in the Class Ranges;
- g. whether Samsung's conduct alleged herein violates consumer protection laws, warranty laws, and other laws as asserted herein;
- h. whether Plaintiffs and Class Members overpaid for their Class Ranges as a result of the Defect;
- i. whether Plaintiffs and Class Members have suffered an ascertainable loss as a result of their loss of their Class Ranges' features and functionality;
- j. whether Plaintiffs and Class Members are entitled to damages, including punitive damages, as a result of Samsung's conduct alleged herein; and
- k. whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

68. **Typicality**: Plaintiff's claims are typical of the claims of the Class because Plaintiff purchased a Class Range containing the Defect, as did each member of the Class. Plaintiff and Class Members were economically injured in the same manner by Samsung's uniform course of conduct alleged herein. Plaintiff and Class Members have the same or similar claims against Samsung relating to the

conduct alleged herein, and the same conduct on the part of Samsung gives rise to all the claims for relief.

69. **Adequacy**: Plaintiff is an adequate representative of the Class, whose interests do not conflict with those of any other Class Member. Plaintiff has retained counsel competent and experienced in complex class action litigation—including consumer fraud and appliance defect class actions—who will prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and her counsel.

70. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and members of the Class. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of these claims, including the need for expert witness testimony on the technical and economic aspects of the case. Individualized litigation also would risk inconsistent or contradictory judgments and increase the delay and expense to all parties and the courts. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

71. **Injunctive Relief**: Samsung has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief

with respect to the Class as a whole.

CLAIMS FOR RELIEF

COUNT I

**Violations of the Florida Deceptive and Unfair Trade Practices Act
Fla. Stat. § 501.201 *et seq.* (“FDUTPA”)**

72. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

73. Plaintiff brings this claim under the laws of Florida, individually and on behalf of the Florida Class.

74. Plaintiff and Florida Class members are “consumers” within the meaning of Fla. Stat. § 501.203(7).

75. Samsung engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8).

76. The FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1).

77. Samsung’s acts and practices, described herein, are unfair, deceptive, and unconscionable in violation of Florida law.

78. Samsung acted in an immoral, unethical, unscrupulous, oppressive, and substantially injurious manner. Samsung engaged in unfair business practices in at least the following respects:

- a. Samsung failed to exercise adequate quality control and due diligence over the Class Ranges before placing them on the market;
- b. Samsung promoted and sold ranges it knew were defective because they could not regulate cooking temperatures;
- c. Samsung failed to disclose that the Class Ranges are defective, and represented through advertising, on its website, on product labeling, in product brochures, and through its authorized retailers that the Class Ranges possess qualities Samsung knew the products did not possess;
- d. Samsung directed repairs and furnished replacement products it knew would not permanently fix the Defect that caused consumers to experience repeated instances of the Defect, rendering its warranty useless; and
- e. Samsung minimized the scope and severity of the problems with the Class Ranges, refused to acknowledge the Defect, failed to provide consumers with adequate relief, and suggested that known problems with temperature regulation were caused by consumer error or issues other than the Defect.

79. The gravity of the harm resulting from Samsung's unfair conduct outweighs any potential utility. The practice of selling defective ranges without providing an adequate remedy to cure the defect—and continuing to sell those ranges without full and fair disclosure of the defect—harms the public at large and is part of a common and uniform course of wrongful conduct.

80. The harm from Samsung's conduct was not reasonably avoidable by consumers. The Class Ranges suffer from a latent defect, and Samsung failed to disclose it even after receiving a large volume of consumer complaints and reports of the Defect from consumers. Plaintiff and Florida Class members did not know of, and had no reasonable means of discovering, that the Class Ranges were defective.

81. There were reasonably available alternatives that would have furthered Samsung's legitimate business interests of satisfying and retaining customers while maintaining profitability, such as: (a) acknowledging the defect and providing a permanent, effective fix for the defective Class Ranges; (b) adequately disclosing the defect to prospective purchasers; and (c) offering refunds or suitable non-defective replacement ranges to consumers with affected Class Ranges.

82. Samsung's conduct is deceptive in violation of the FDUTPA because it is likely to deceive a reasonable consumer. Among other fraudulent conduct, Samsung:

- knowingly concealed from Plaintiff and Florida Class members that the Class Ranges contain a latent defect that affects their ability to regulate cooking temperature;
- volunteered information to Plaintiff and Florida Class members through its website, press releases, authorized resellers, and other means that the Class

- Ranges were functional, premium products without disclosing facts that would have materially qualified those misleading partial representations; and
- promoted the Class Ranges as being high quality, despite knowing the Class Ranges were defective, and failed to correct its misleading partial representations.

83. Samsung knew that the Class Ranges were defective and prone to premature failure due to, at a minimum, consumer complaints.

84. Samsung owed a duty to disclose that the Class Ranges were defective because it had superior knowledge of the Defect.

85. Samsung also owed a duty to disclose that the Class Ranges were defective because it made partial, materially misleading statements in reference to the Class Ranges' high-quality and reliable features, without disclosing the Defect.

86. Samsung had ample means and opportunities to disclose to Plaintiff and the Florida Class members prior to purchase that the Class Ranges were defective, including through advertisements, on its website, on external labeling, and through its authorized retail channels. Despite its exclusive knowledge of and these opportunities to disclose the Class Ranges' defective nature, Samsung did not disclose the Defect to Plaintiff and the Florida Class members prior to purchase.

87. Samsung's misrepresentations and deceptive omissions were material. Had Plaintiff and the Florida Class members known that the Class Ranges were

defective, they would not have purchased them or would not have purchased them at the prices they did.

88. Plaintiff and Florida Class members suffered ascertainable loss as a direct and proximate result of Samsung's unfair and deceptive acts or practices. Had Plaintiff and Florida Class members known that the Class Ranges were defective, they would not have purchased a Class Range or would have paid significantly less for one. Among other injuries, Plaintiff and Florida Class members overpaid for their Class Ranges, and their Class Ranges suffered a diminution in value.

89. Through its unfair and deceptive conduct, Samsung acquired Plaintiff and the Florida Class members' money directly and from its authorized resellers.

90. Samsung committed deceptive acts and practices with the intent that consumers, such as Plaintiff and Florida Class members, would rely upon Samsung's representations and omission when deciding whether to purchase a Class Range.

91. Plaintiff and the Florida Class members are entitled to recover their actual damages, under Fla. Stat. § 501.211(2), and reasonable attorneys' fees under Fla. Stat. § 501.2105(1).

92. Plaintiff also seeks an order enjoining Samsung's unfair and deceptive acts or practices pursuant to FLA. STAT. § 501.211, and any other just and proper relief available under the FDUTPA.

COUNT II
Breach of Express Warranty

Fla. Stat. § 672.313

93. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

94. Plaintiff brings this claim, under the laws of Florida, individually and on behalf of the Florida Class.

95. Samsung is a “merchant” as defined under Fla. Stat § 672.104(1).

96. The Class Ranges are “goods” as defined under Fla. Stat § 672.105(1).

97. Samsung provided a limited warranty that expressly warranted that Samsung would repair any defects in materials or workmanship free of charge during the applicable warranty periods.

98. Samsung breached its warranty by failing to provide an adequate repair when Plaintiff and the Florida Class members sought repairs of the Class Ranges following manifestation of the Defect.

99. The warranty formed the basis of the bargain that was reached when Plaintiff and Florida Class members purchased their Class Ranges.

100. Plaintiff and Florida Class members experienced the Defect within the warranty period. Despite the existence of the express warranty and multiple repair attempts, Samsung failed to inform Plaintiff and Florida Class members of the Defect and failed to adequately repair the Defect.

101. As a result of Samsung’s breach of its express warranty, Plaintiffs and

Florida Class members have suffered economic damages including, but not limited to, the loss of the benefit of their bargain, loss of range use, diminished value, substantial loss in value and resale value, out-of-pocket expenses to repair the Defect, and replacement costs that they otherwise would not have incurred but for the Defect.

102. Samsung was provided notice of the issues complained of herein within a reasonable time by numerous complaints online, consumer complaints and repair requests made directly to Samsung, and this lawsuit.

103. Plaintiff and Florida Class members have complied with all obligations under the warranty or otherwise have been excused from performance of such obligations as a result of Samsung's conduct described herein.

104. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Samsung to limit its express warranty in a manner that would exclude or limit coverage for the Defect, including benefit-of-the-bargain, incidental, or consequential damages, would cause the warranty to fail its essential purpose.

105. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Samsung to limit its express warranty in a manner that would exclude or limit coverage for the Defect would be unconscionable. Samsung's warranties were adhesive and did not permit negotiations.

106. As a direct and proximate result of Defendant's breaches of express warranty, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT III
Breach of the Implied Warranty of Merchantability
Fla. Stat § 672.314

107. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

108. Plaintiff brings this claim, under the laws of Florida, individually and on behalf of the Florida Class.

109. Samsung is a "merchant" as defined under Fla. Stat § 672.104(1).

110. The Class Ranges are "goods" as defined under Fla. Stat § 672.105(1).

111. A warranty that the Class Ranges were in merchantable quality and condition arises by operation of law under Fla. Stat. § 672.314 with respect to transactions for the purchase of Class Ranges. Samsung impliedly warranted that the Class Ranges were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and the absence of material defects, and that the ranges would pass without objection in the appliance trade.

112. The Class Ranges, when sold and thereafter, were not in merchantable condition or fit for the ordinary purpose for which ranges are used. Specifically, the Class Ranges were not merchantable in that the Defect renders the ranges unfit

ordinary cooking activities.

113. Samsung was provided notice of the issues complained of herein within a reasonable time by numerous complaints online, consumer complaints and repair requests made directly to Samsung, and this lawsuit.

114. Plaintiff and the other Florida Class members have had sufficient direct dealings with either Samsung or its agents, including its authorized resellers, to establish privity of contract between Samsung on the one hand and Plaintiff and each Florida Class member on the other hand. Regardless, privity is not required here because Plaintiff and each of the Florida Class Members are the intended third-party beneficiaries of contracts between Samsung and its resellers, and specifically of Samsung's implied warranties. The resellers were not intended to be the ultimate consumers of the Class Ranges and have no rights under the warranty agreements provided with the Class Ranges. The warranty agreements were designed for and intended to benefit consumer end-users only.

115. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Samsung to limit its implied warranty in a manner that would exclude or limit coverage for the Defect would be unconscionable. Samsung's warranties were adhesive and did not permit negotiations. Samsung possessed superior and exclusive knowledge of the Defect, which is a latent defect, prior to offering Class Ranges for sale. Samsung concealed and did not disclose the

Defect, and Samsung did not remedy the Defect prior to sale or afterward. The Class Ranges were defective and substantially certain to fail long before the end of their useful life.

116. As a direct and proximate result of the breach of these warranties, Plaintiffs and the Florida Class Members were injured and are entitled to damages.

COUNT IV
Violations of the Magnuson–Moss Warranty Act (“MMWA”)
15 U.S.C. §§ 2301–2312

117. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

118. Plaintiffs bring this claim on behalf of herself and the Nationwide Class.

119. Plaintiffs are “consumers” within the meaning of the MMWA, 15 U.S.C. § 2301(3).

120. Samsung is a “supplier” and “warrantor” within the meaning of the MMWA, 15 U.S.C. § 2301(4)-(5).

121. The Class Ranges are “consumer products” within the meaning of the MMWA, 15 U.S.C. § 2301(1).

122. 15 U.S.C. § 2310(d) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

123. Samsung’s express warranties are written warranties within the meaning of the MMWA, 15 U.S.C. § 2301(6). The Class Ranges’ implied warranties are

covered under the MMWA, 15 U.S.C. § 2301(7).

124. Samsung breached its express and implied warranties as described in more detail above. Without limitation, the Class Ranges contain the Defect that cause the ranges to be unsuitable for cooking, which renders the ranges unfit for their intended use and unsafe.

125. Plaintiff and the other Class Members have had sufficient direct dealings with either Samsung or its agents, including its authorized resellers, to establish privity of contract between Samsung on the one hand and Plaintiff and each Class Member on the other hand. Regardless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between Samsung and its resellers, and specifically of Samsung's implied warranties. The resellers were not intended to be the ultimate consumers of the Class Ranges and have no rights under the warranty agreements provided with the Class Ranges. The warranty agreements were designed for and intended to benefit consumer end-users only.

126. Plaintiff and Class Members have afforded Samsung a reasonable opportunity to cure its breach of written warranties, and any further opportunity would be unnecessary and futile here as Samsung has failed to remedy the Defect.

127. At the time of sale of each Class Range, Samsung knew of its misrepresentations and omissions concerning the Class Ranges' inability to perform

as warranted, but it nonetheless failed to rectify the situation and/or disclose the Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure under the MMWA and/or afford Samsung a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

128. The amount in controversy of Plaintiff's individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

129. Plaintiff, individually and on behalf of the other Class Members, seek all damages permitted by law, including diminution in value of the Class Ranges, in an amount to be proven at trial.

COUNT V
Fraudulent Concealment

130. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

131. Plaintiffs bring this claim individual and on behalf of the Nationwide Class under New Jersey law, or, alternatively, on behalf of the Florida Class under the Florida law.

132. Samsung made material omissions concerning a presently existing or

past fact in violation of common law. Samsung did not fully and truthfully disclose to its customers the true nature of the Defect. A reasonable consumer would not have expected the Defect in a new range and especially not a Defect that rendered the range unusable for ordinary purposes.

133. Samsung made these omissions with knowledge of their falsity and with the intent that Plaintiff and Class Members rely upon them.

134. The facts concealed, suppressed, and not disclosed by Samsung to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase Class Ranges or pay a lesser price.

135. Samsung had a duty to disclose the true quality and reliability of the Class Ranges because the knowledge of the Defect and its details were known and/or accessible only to Samsung; Samsung had superior knowledge and access to the relevant facts; and Samsung knew the facts were not known to, or reasonably discoverable by, Plaintiff and Class Members. Samsung also had a duty to disclose because it made many affirmative representations about the qualities and reliability of its ranges, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual reliability of their ranges.

136. Had Plaintiff and the Class known about the defective nature of the Class

Ranges, they would not have purchased the Class Ranges or would have paid less in doing so. Thus, Plaintiffs and the other Class Members were fraudulently induced to purchase Class Ranges, containing the Defect.

137. Plaintiffs and Class Members reasonably relied on Samsung's material omissions and suffered damages as a result. Samsung's conduct was willful, wanton, oppressive, reprehensible, and malicious. Consequently, Plaintiff and Class Members are entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all other similarly situated, hereby request that this Court enter an Order against Samsung providing for the following:

- A. Certification of the proposed Nationwide Class and Florida Class, appointment of Plaintiff and her counsel to represent the Class, and provision of notice to the Class;
- B. An order permanently enjoining Samsung from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- C. Injunctive relief in the form of a recall or free replacement program;
- D. Equitable relief, including in the form of buyback of the Class Ranges;
- E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;

- F. An Order requiring Samsung to pay pre- and post-judgment interest on any amounts awarded, as provided by law;
- G. An award of reasonable attorneys' fees and costs as permitted by law; and
- H. Such other or further relief as may be appropriate.

JURY DEMAND

Plaintiffs hereby demand a trial by jury for all claims so triable.

Dated: December 9, 2020

Respectfully submitted,

s/ Amey J. Park

Amey J. Park (NJ 070422014)
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel.: (267) 831-4701
Fax: (215) 875-4604
apark@bm.net

Daniel C. Girard (*pro hac vice forthcoming*)
Jordan Elias (*pro hac vice forthcoming*)
Adam E. Polk (*pro hac vice forthcoming*)
Simon S. Grille (*pro hac vice forthcoming*)
GIRARD SHARP LLP
601 California Street, 14th Floor
San Francisco, California 94108
Tel: (415) 981-4800
dgirard@girardsharp.com
jelias@girardsharp.com
apolk@girardsharp.com
sgrille@girardsharp.com