

1 Alex R. Straus (SBN 321366)  
2 **MILBERG COLEMAN BRYSON**  
3 **PHILLIPS GROSSMAN, PLLC**  
4 280 S. Beverley Drive  
5 Beverly Hills, CA 90212  
6 Telephone: (917) 471-1894  
7 Facsimile: (310) 496-3176  
8 E-Mail: [astraus@milberg.com](mailto:astraus@milberg.com)

9 *Attorneys for Plaintiff*

10 **UNITED STATES DISTRICT COURT**  
11 **EASTERN DISTRICT OF CALIFORNIA**

12 Mark Wheeler, on Behalf of Himself and all  
13 Others Similarly Situated,

14 Plaintiff,

15 v.

16 LG ELECTRONICS USA, INC.,

17 Defendant.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Mark Wheeler (“Plaintiff”), by his attorneys, makes the following allegations  
2 pursuant to the investigation of his counsel and based upon information and belief, except as to  
3 allegations specifically pertaining to himself and his counsel, which are based on personal  
4 knowledge.  
5

6 **NATURE OF THE ACTION**

7 1. This class action arises from LG’s knowing sale of QuadWash-enabled dishwashers  
8 (“Class Dishwashers”)<sup>1</sup> equipped with defective LED control panels (“Control Panels”) and  
9 identified by the following model numbers: LDF5545, LDP6797, LDT7797, LDT5665, LDT5678,  
10 and LDT7808

11 2. LG designed Class Dishwashers with Control Panels that are “easy to see and use[,]”<sup>2</sup>  
12 and uniformly marketed each and every Class Dishwasher as “among the most energy-efficient in  
13 [their] class” and utilizing “energy- and water-saving features ... [that] help reduce your energy and  
14 water consumptions.”<sup>3</sup>  
15

16 3. Unfortunately for consumers, each and every Control Panel—all of which are  
17 identical from an assembly and mechanical engineering standpoint regardless of the model in which  
18 they are equipped—suffer from an identical, latent, and pervasive defect in materials, workmanship,  
19 and/or design that eventually renders Class Dishwashers inoperable well in advance of the end of  
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24 <sup>1</sup> Plaintiffs reserve their right to expand this definition if discovery reveals the existence of additional  
25 models equipped with an LG Control Panel.

26 <sup>2</sup> *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG,  
<https://www.lg.com/us/dishwashers/lg-LDT5678BD-top-control-dishwasher> (last visited February  
27 20, 2022).

28 <sup>3</sup> *LDT7808BD*, LG,  
[https://web.archive.org/web/20180331093453/https://www.lg.com/us/dishwashers/lg-  
LDT7808BD-top-control-dishwasher](https://web.archive.org/web/20180331093453/https://www.lg.com/us/dishwashers/lg-LDT7808BD-top-control-dishwasher) (last visited February 20, 2022).

1 their expected useful life and, thus, unsuited for their ordinary and intended purpose (the “Control  
2 Panel Defect” or “Defect”).

3  
4 4. Specifically, the Defect allows moisture to penetrate the Control Panels, damaging  
5 the sensitive electronic components housed therein. When the Defect first manifests, the Control  
6 Panel’s buttons and/or LED display will appear to simply malfunction, either blinking the Panel’s  
7 various lights or shutting off completely, which can cause Class Dishwashers to stop mid-cycle or  
8 fail to re-start once a cycle is complete. Ultimately, the Defect renders the Control Panels  
9 unresponsive, and without a functioning Control Panel Class members cannot commence a wash  
10 cycle or use their Class Dishwashers as expected and intended.

11  
12 5. LG has been aware of the Control Panel Defect since at least 2015, when it began  
13 receiving complaints from consumers concerning the Defect. And on November 8, 2018, it  
14 acknowledged the Defect’s existence in a Service Bulletin (attached hereto as **Exhibit A**) made  
15 available only to its authorized repair technicians in which it detailed the Control Panel Defect and  
16 its root cause and asserted that the Defect is not present in Panels manufactured after a particular  
17 date.

18  
19 6. But although LG has long known, or had reason to know, that Class Dishwashers’  
20 Control Panels are Defective and are unfit for their ordinary and intended purpose and incapable of  
21 performing as warranted, LG failed to disclose and actively concealed this material fact from  
22 Plaintiffs and the Class.

23  
24 7. Consumers report that any and all efforts to remedy the Control Panel Defect without  
25 actually replacing the Control Panel—for example, by resetting the breaker to which a Dishwasher  
26 is connected—offer only temporary relief, at best. In order to permanently return their Class  
27  
28

1 Dishwashers to proper working order, Class members must replace Control Panels with a non-  
2 defective replacement component.

3  
4 8. Despite its longstanding knowledge of the Defect in Class Dishwashers, however, LG  
5 has yet to successfully remedy the Control Panel Defect: the updated Control Panels referenced in  
6 the 2018 TSB suffer from the very same Defect. Indeed, consumers report that their replacement  
7 Control Panels, which LG describes in the Service Bulletin as “improvements” designed to “prevent  
8 further moisture penetration,” likewise fail shortly after installation.

9  
10 9. Because LG repairs Class Dishwashers using defective Control Panels that are  
11 doomed to fail, its warranty offers little in the way of actual relief and fails of its essential purpose.  
12 Adding insult to injury, once LG’s one-year “labor and parts” warranty expires, LG claims the Defect  
13 does not exist, declines to provide further warranty coverage, and requires consumers who have not  
14 purchased an extended warranty to pay out of pocket to (temporarily) return their Class Dishwashers  
15 to proper working order, even if LG previously replaced the Control Panel under warranty.

16  
17 10. LG does so even though its express limited warranty requires it to provide free  
18 replacement electronics, including Control Panels, within five years of the purchase date. It instead  
19 informs complaining customers that they must agree to pay diagnostic and service fees before LG  
20 will provide a replacement Panel under warranty. Consumers who do not realize the extent of the  
21 Defect until after their warranty has expired likewise are out of luck.

22  
23 11. LG’s unlawful conduct thus placed Plaintiff and the Class between a rock and a hard  
24 place: once the Defect manifests, their only two options are to either purchase a new non- defective  
25 dishwasher to replace a Class Dishwasher for which they paid a premium or keep their Class  
26 Dishwasher and pay for multiple repairs.



1 17. In February of 2021 however, only six months after replacement, Mr. Wheeler's  
2 replacement Control Panel began failing, inappropriately powering on and off again during cycles.  
3 Upon inspection, the technician concluded that the Control Panel would need to be replaced again.,  
4 Because the Dishwasher's original warranty expired in November of 2021, Mr. Wheeler was left  
5 with a defective Dishwasher.  
6

7 18. LG is incorporated in the state of Delaware and headquartered in Englewood cliffs,  
8 New Jersey. LG manufactures and sells mobile devices, home entertainment devices, and home  
9 appliances, including dishwashers, air conditioners, and kitchen appliances.  
10

11 **JURISDICTION AND VENUE**

12 19. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
13 1332(d) because there are more than 100 Class Members, the aggregate amount in controversy  
14 exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least one Class Member is a  
15 citizen of a state different from at least one Defendant.  
16

17 20. This Court also has subject matter jurisdiction over Plaintiffs' Magnuson-Moss  
18 Warranty Act claim, 15 U.S.C. § 2301 *et seq.*

19 21. This Court has supplemental jurisdiction over the state law claims pursuant to 28  
20 U.S.C. § 1367.

21 22. This Court has personal jurisdiction over Defendant because they conduct substantial  
22 business within California, including the sale, marketing, and advertising of the Class Dishwashers.  
23 A substantial portion of the events giving rise to Plaintiff's claims occurred in this State, including  
24 Plaintiff's purchase.  
25

26 23. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant does  
27 business throughout this District, Plaintiff purchased their Class Dishwasher in this District, and the  
28 Products that are the subject of the present Complaint are sold extensively in this District.

1 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

2 **A. LG’s Marketing and Advertising**

3  
4 24. LG markets all its appliances as top-of-the-line, efficient, and trustworthy products  
5 that “offer innovative solutions to make life good.” LG’s website boasts superior consumer goods  
6 “[w]ith intuitive, responsive controls, sleek, stylish designs, and eco-friendly features” and promises  
7 that their team will “be there for you every step of the way.”<sup>5</sup>

8 25. According to LG, its appliances are “[c]reated to help you enjoy more of what life has  
9 to offer” and that LG Dishwashers will “clean your dishes faster.” Not only does LG tout its  
10 appliances and consumer goods, but the company also highlights its consumer support team through  
11 its corporate website. LG’s website ensures that their support services will “[g]et your questions  
12 answered about product setup, use and care, repair and maintenance issues. We can help.”<sup>6</sup>

13  
14 26. LG’s portfolio of consumer appliances includes various models of dishwashers that  
15 LG designs, manufactures, warrants, markets, advertises, and sells, including dishwashers equipped  
16 with LED Control Panels. LG sells its dishwashers through major retail stores such as Lowes,  
17 Amazon, Home Depot, and Best Buy, throughout the United States with retail prices ranging from  
18 \$600 to \$1,200.

19  
20 27. LG claims it designed Class Dishwashers to leave dishes “virtually spotless[,]” and  
21 LG’s website advertises the appliances as having not only “stellar drying and stain removal abilities”<sup>7</sup>  
22 but also as among the most energy efficient dishwashers available in the marketplace. Indeed, LG  
23 uniformly marketed each and every Class Dishwasher as “among the most energy-efficient in [their]  
24

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26  
27 <sup>5</sup> *LG Life’s Good*, LG, <https://www.lg.com/us/dishwashers> (last visited February 15, 2022).

28 <sup>6</sup> *Id.*

<sup>7</sup> *Dishwashers*, LG, <https://www.lg.com/us/dishwashers> (last visited February 15, 2022).

1 class” and utilizing “energy- and water-saving features ... [that] help reduce your energy and water  
2 consumption.”<sup>8</sup>

3 28. Accordingly, LG’s ubiquitous marketing campaigns lead consumers to believe that  
4 Class Dishwashers are high quality, efficient, and dependable. Consequently, consumers are willing  
5 to pay more for LG’s dishwashers than those offered by its competitors, even when competing  
6 dishwashers have comparable features.  
7

8 29. However, as described throughout this Complaint, the Class Dishwashers do not work  
9 as advertised or promoted. Instead, the Control Panels equipped in Class Dishwashers suffer from a  
10 pervasive defect in materials, workmanship, and/or design that cause the Control Panels to  
11 malfunction, stop mid-cycle (wasting both water and energy), and inevitably render the entire  
12 machine inoperable.  
13

14 **B. The Defect**

15 30. Due to the Defect in Class Dishwashers’ Control Panels—which are identical from  
16 an internal design, assembly, and mechanical engineering standpoint—water seeps into the Control  
17 Panel, resulting in shortages that cause these costly appliances to continually stop mid-cycle—not  
18 only prolonging the cycles, but also consuming excessive water and energy—and/or fail to re-start  
19 once a prior cycle has been completed, eventually rendering the Control Panel totally unresponsive  
20 and depriving consumers of a functioning dishwasher.  
21

22 31. One YouTube poster recorded their Dishwasher Control Panel malfunctioning as the  
23 lights flashed and blinked and the buttons failed to operate.<sup>9</sup>  
24

25  
26 <sup>8</sup> *Soon: Top Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG,  
27 <https://web.archive.org/web/20170525074839/https://www.lg.com/us/dishwashers/lg-LDP6797BB-top-control-dishwasher> (last visited February 15, 2022).

28 <sup>9</sup> *LG Dishwasher Display Issue*, YOUTUBE,  
<https://www.youtube.com/watch?app=desktop&v=htLoH1wJIMM> (last visited May 25, 2021).



1           32.     The Defect in the Control Panel manifests during the expected useful life of the  
2 Dishwasher, both within and outside the applicable warranty periods. Plaintiff and consumers expect  
3 dishwashers to last for years, yet the Control Panel Defect can cause Class Dishwashers to fail in as  
4 little as few months after purchase.

5  
6           33.     The Control Panel Defect is substantially likely to prevent the Class Dishwashers  
7 from performing their ordinary and intended purpose—washing dishes—because once the Defect  
8 manifests, Class Dishwashers will eventually, if not immediately, cease to function.

9           34.     Because the Defect often causes consumers to believe their Dishwasher has lost  
10 power, they often attempt to troubleshoot their appliance by resetting its assigned breaker and  
11 returning power to the Control Panel.

12           35.     However, the manual reset is at best a temporary fix because the Control Panels fail  
13 due to moisture penetration, which cannot be resolved by simply resetting a breaker: even if the  
14 Control Panel defect does not result in an immediate and complete loss of functionality because the  
15 Control Panel can be temporarily reset, the defective Control Panel (and the Dishwasher in which it  
16 is equipped) will eventually become inoperable as the following representative complaints from the  
17 LG website demonstrate:<sup>10</sup>

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23 <sup>10</sup> *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG,  
24 <https://www.lg.com/us/dishwashers/lg-LDF5545BD-front-control-dishwasher> (last visited May 25,  
25 2021); *Front Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG,  
26 <https://www.lg.com/us/dishwashers/lg-ldf5678ss-front-control-dishwasher> (last visited May 25,  
27 2021); *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG,  
28 <https://www.lg.com/us/dishwashers/lg-LDP6797BD-top-control-dishwasher> (last visited May 25,  
2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG,  
<https://www.lg.com/us/dishwashers/lg-LDF5545ST-front-control-dishwasher> (last visited June 15,  
2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG,  
<https://www.lg.com/us/dishwashers/lg-LDF5545WW-front-control-dishwasher> (last visited June  
15, 2021).

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★☆☆☆☆ Texanne1 · 2 days ago

SWEEPSTAKES ENTRY RECEIVED

Poor quality for an expensive dishwasher.

I have had this dishwasher for less than a year. Worked great for the first few months. Now the control board beeps and will not finish a cycle leaving me with dirty dishes and water at the bottom of the dish tub. I requested a repair under warranty and am still awaiting the part. In the meantime, I am washing dishes by hand. This was not an inexpensive appliance. Too bad these products are not meant to last.

Quality

Features

Value

● Pros: Features/Settings

Recommends this product  No

Helpful? Yes · 0 No · 0 Report

Comment

★☆☆☆☆ sergeseplo · a month ago

SWEEPSTAKES ENTRY RECEIVED

Avoid this dishwasher at all costs!

This dishwasher stopped working properly after only about 5-6 months. The display began to spaz out and would flicker uncontrollably, making non-stop beeps while it was running. Most of the time, it doesn't finish a wash cycle - and that's if I'm lucky enough to have it work. Often times the display doesn't work entirely - it doesn't respond to any touch on the display. It will go a full day without responding and then all of a sudden respond again.

Quality

Features

Value

To add insult to injury, LG's customer support is awful. They make you feel like your the reason why something is not working and not the fact that they make terrible products. It took about 15 calls and 3 days of working with customer service to get them to send out a tech to repair. The tech came out and had to order a new display piece - that is yet to get installed, so TBD on if this is fixed. He did mention that he sees the most issues with LG Dishwashers.

Do yourself a favor and look elsewhere.

● Pros: Style/Design

Recommends this product  No

★☆☆☆☆ Jonnnnnn · 2 months ago

Not reliable

We had this washer for about a year before it the control panel broke then it broke again and again until Finally the motor was burned out from the multiple times it had leaked

Quality

Features

Value

Recommends this product  No

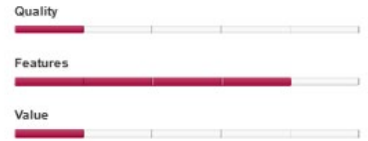
Helpful? Yes · 0 No · 0 Report

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★☆☆☆☆ GBG01 · 2 years ago  
Inherent problem with circuitry

I bought this dishwasher, LG model LDF5545ST, about 3 years ago. Been having the same problem many others have according to blogs - it goes dead in the middle of a cycle. It just shuts itself off as if the power was cut off. After some troubleshooting the problem is with the circuitry in the dishwasher itself. Google the model # and read the blogs - lots and LOTS of people posting this problem - machine goes dead, control panel does not light up or respond. I've also experienced where the panel is lit, but none of the buttons work except for POWER. One time in the middle of a cycle I happened to walk by and saw the LED lights on the panel flickering, like an old incandescent light would if you played with the power switch. Bottom line is that the electronics on this machine are garbage. I've managed to get it to work again by cutting power to it (from the circuit breaker panel outside), waiting a few minutes and turning it back on. I am literally giving mine away for free with full disclosure and buying another brand. Thanks a lot LG. I'll avoid buying your products in the future.



● Pros: Features/Settings

Recommends this product  No

Originally posted on [LDF5545ST](#)

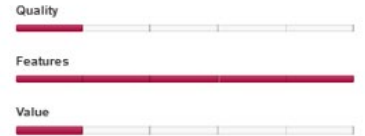
Helpful? Yes · 1 No · 0 Report

Comment

★☆☆☆☆ Kevin1313 · 2 years ago  
Washes great but control panel keeps failing

SWEEPSTAKES ENTRY RECEIVED

I bought this dishwasher in September 2017 and fortunately have an extended warranty through Costco. The control panel has now failed 4 times (April, August, December 2018 and now September 2019) and the technician has ordered me a new panel once again. The dishwasher washes great but it would be nice if they could design a control panel that keeps working!



● Pros: Performance

Originally posted on [LDF5545ST](#)

Helpful? Yes · 0 No · 0 Report

★☆☆☆☆ Over It · 3 years ago  
Terrible Unit even MORE terrible customer service.

Horrible. Touch panel has gone out twice in 6 months for a know seal issue allowing condensation to short out the panel. Haven't had a dishwasher for the past 4 months. After a multitude of calls to LG still getting the run around. Will NEVER purchase anything made by this company again.



Recommends this product  No

Originally posted on [LDF5545ST](#)

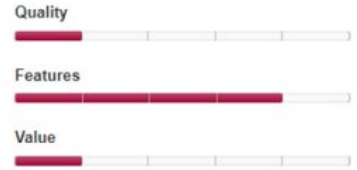
Helpful? Yes · 5 No · 0 Report

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★☆☆☆☆ Katie839 · 2 months ago  
Poor quality

Bought this product a little over 2 years so the warranty has expired. My dishwasher kept shutting down halfway through the cycle. Called LG and was told that it was the motherboard and it has a 5 year warranty. The repair person told me that it was most likely the control panel because moisture gets in and causes the problem. I'm single and don't use it real often. So the problem seemed to be intermittent, when I would have people over or doing a lot of cooking. I noticed a screw was missing near the control panel. The repair person said the he couldn't put in a new screw because where the screw would connect to on the inside was broken (you can hear the broken piece rattling around) and LG doesn't warranty that. I paid a lot for this product and my work around to be able to use it is not to run it more than once a week. LG doesn't care about poor workmanship.



Recommends this product  No

Originally posted on [LDP6797ST](#)

Helpful?  Yes · 0  No · 0

★☆☆☆☆ sam2345 · 4 months ago  
Poor Dishwasher

**SWEEPSTAKES ENTRY RECEIVED**

This dishwasher is not a great product. We bought it after looking at the reviews, however, the control panel on this dishwasher is extremely flimsy and now I need to have it replaced for the third time in a row. These extra expenses are unacceptable and I feel like I should be compensated for this nonsense. Having to fix this dishwasher every few months is extremely frustrating and I would not recommend this product to anyone else. This is completely ridiculous and I wish to be compensated.



Recommends this product  No

36. There is only one way to permanently cure the Defect: replace the failed Control panel with a non-defective replacement Panel. LG, however, has yet to make available a non-defective Control Panel.

**C. LG’s Knowledge of the Control Panel Defect**

37. Before LG sold the Class Dishwashers, LG knew or had reason to know that the Class Dishwashers suffer from the Control Panel Defect, yet it made no effort to resolve the Defect prior to placing Class Dishwashers into the stream of commerce.

38. Instead, LG continued to manufacture and sell Dishwashers equipped with the defective Control Panels, and its efforts to produce a Control Panel that resolves the Defect’s underlying root cause have come up short. As Plaintiff’s and the Class’s experiences show, LG’s purported solutions, including releasing updated service Control Panels as described in its Service

1 Bulletin, have not addressed the underlying cause of the Control Panel Defect and repeatedly have  
2 proven ineffective.

3 39. Consumers have complained repeatedly to LG about the Control Panel Defect on  
4 message boards, social media, and other websites since as early as 2015, but LG refuses to properly  
5 address and rectify the problem and has failed and refused to reimburse customers for repairs and/or  
6 replacement costs. The following are a representative sampling of complaints from the LG website  
7 that LG has personally responded to, thereby demonstrating its awareness of both the Defect's  
8 existence and its effect on consumers:<sup>11</sup>

9  
10  
11  
12 ★☆☆☆☆ shakes13 · 5 days ago

13 Needed constant repair and finally stopped working

14 I bought this dishwasher 2 years ago. Since then, I have replaced the front control panel a total of four times. I called  
15 LG for assistance, but they refused to do anything about it, in spite of showing them all prior receipts of technician  
16 visits. They did not even agree to a courtesy technician visit. I will not be buying a dishwasher or any electronic  
17 product from LG again.

Quality



Features



Value



18 Recommends this product  No

19 Originally posted on [LDF5545ST](#)

20 Helpful?

21 Response from LG Electronics:

22 LGE Social Media · 4 days ago

23 We hate to hear that you experienced a problem with your unit. Your feedback is especially important to us and your concerns will be shared with our  
24 marketing and product teams. We work continuously to improve the quality of our products and anticipate market demands that drive customer  
25 satisfaction. If you have questions or further concerns, please reach out to our support team via private message with #VOC on Facebook  
26 @LGUSupport or call at 800-243-0000. Please be sure to provide your contact information, model/serial numbers and date of purchase. We  
27 apologize for the inconvenience and frustration caused. ^Daphane

28 <sup>11</sup> *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545BD-front-control-dishwasher> (last visited May 25, 2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545ST-front-control-dishwasher> (last visited June 15, 2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545WW-front-control-dishwasher> (last visited June 15, 2021).

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★☆☆☆☆ brd1542 · a year ago  
Main control failure again,,,

SWEEPSTAKES ENTRY RECEIVED

I purchased this three years ago after warranty expired main control panel failed that was about 18 months ago doing the same thing this time.



Recommends this product  No

Originally posted on [LDF5545ST](#)

Helpful?  Yes · 5  No · 1

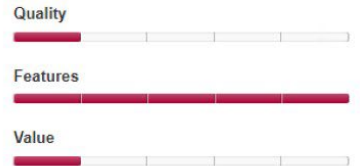
Response from LG Electronics:  
LGE Social Media · 8 months ago

Please accept my apologies for the delayed response. I certainly hope this issue has been resolved. The extended warranty on this unit offers coverage 5 years from the date of purchase for the main control board, part only. If the issue is not resolved, and you would like to exercise the extended warranty, please contact LG Customer Support by direct message via Twitter (@LGUSupport) or Facebook Messenger (<https://www.facebook.com/LGUSA/>). Please be sure to provide your name, phone number, address, email, model/serial numbers, and date of purchase and we will be happy to assist you. Again, we apologize for any inconvenience this has caused. ^Daphane

★☆☆☆☆ Heather T · 14 days ago  
Not a good purchase for me

SWEEPSTAKES ENTRY RECEIVED

After less than a year, the electric control panel stopped working. Got it serviced and it came back to life for about 6 months. Only to die again. Overall, I got less than 1 year out of this dishwasher until I decided to cut my losses and switch brands.



Recommends this product  No

Originally posted on [LDF5545ST](#)

Helpful?  Yes · 1  No · 0

Response from LG Electronics:  
LGE Social Media · 12 days ago

We hate to hear that you experienced a problem with your unit. Your feedback is especially important to us and your concerns will be shared with our marketing and product teams. We work continuously to improve the quality of our products and anticipate market demands that drive customer satisfaction. If you have questions or further concerns, please reach out to our support team via private message on Facebook @LGUSupport or call at 800-243-0000. Please be sure to provide your contact information, model/serial numbers and date of purchase. We apologize for the inconvenience and frustration caused. ^Daphane

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★☆☆☆☆ opr2015 · 3 years ago

Incentivized Review

**Piece of Junk**

I bought this product a little over a year ago. Shortly after a year of owning this dishwasher, just as soon as the warranty went out, the dishwasher started shorting out (see video for details). I have had professional appliance repair men come out to check it out and both of the men said that connections and fuses are fine but couldn't decipher the problem. The only thing they could think of doing is to replace the control panel which would cost around the same price of a new machine after parts and labor. I've also been in contact with LG about replacing this machine or parts of a fairly new product and they were not helpful at all. Don't buy!



Recommends this product  No



Originally posted on [LDF5545BD](#)

Helpful?  Yes - 3  No - 0  Report

Comment

**Response from LG Electronics:**

Customer Service · 3 years ago

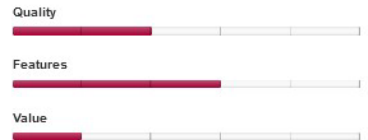
We hate to see you are having problems with your dishwasher so soon. We would be happy to look into the repair options we have available. Our support team is available via Twitter @LGUSSupport, Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP

★☆☆☆☆ Bailey426 · 2 years ago

**SWEEPSTAKES ENTRY RECEIVED**

**Don't BUY!**

I have had this for under 2 years and have problems with the control panel. It flashes and doesn't finish a cycle and trying to get support is like visiting Fort Knox! LG gave me 2 repair companies - one isn't taking warranty work and the other has to call me back. BUYER BEWARE



● Pros: Style/Design

Recommends this product  No

Helpful?  Yes - 0  No - 0  Report

Comment

**Response from LG Electronics:**

Customer Service · 2 years ago

That's not good! We're sorry to see that you've run into these issues with your dishwasher. We'll need to gather some additional details from you in order to see how we can best assist. Please reach out to a specialist via Twitter @LGUSSupport or via Facebook <https://www.facebook.com/LGUSA/> ^CP

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★☆☆☆☆ Annn - 2 years ago  
Worst dishwasher ever bought

Bought this dishwasher about two years ago have had problems with it ever since. The control panel blinks and won't do anything. Unplug it restarted it and nothing happens. Then out of blue it will work. I have been doing a lot of dishes by hand. Thanks LG for making a piece of junk that I paid a lot of money for. I knew I should have bought a cheaper brand! Do not buy this dishwasher!!



Recommends this product  No

Originally posted on [LDF5545BD](#)

Helpful?  Yes - 1  No - 0

Response from LG Electronics:  
Customer Service - 2 years ago

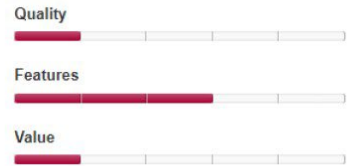
It sounds like we'll need to walk through some troubleshooting for your dishwasher. Please head over to our support team via @LGUSSupport on Twitter or you can give us a call at 800-243-0000 so that we can dig into this a little more for you. ^CP

★☆☆☆☆ JCHT - a month ago  
Broke... multiple times

**SWEEPSTAKES ENTRY RECEIVED**

This dishwasher came new in my house and I've had it repaired twice under warranty for the same issue. Control Panay keeps frying and out on us rendering the dishwasher useless. It's now going out again and I'm fighting with LG to get an out of warranty repair done because they never fixed the original issue under warranty!!

This is a garbage dishwasher and LG isn't responding to me about getting it fixed. A lot of people in my neighborhood are having the same issues and switching dishwasher brands. If LG would have just complied with coming out to fix my dishwasher again I wouldn't have posted this horrible review but what else am I supposed to do?



Recommends this product  No

Originally posted on [LDF5545ST](#)

Helpful?  Yes - 0  No - 0

Response from LG Electronics:  
LGE Social Media - a month ago

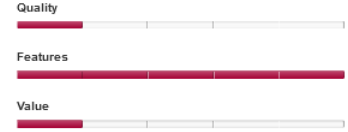
We hate to hear that you experienced a problem with your unit. Your feedback is especially important to us and your concerns will be shared with our marketing and product teams. We work continuously to improve the quality of our products and anticipate market demands that drive customer satisfaction. If you have questions or further concerns, please reach out to our support team by private message on Twitter or Facebook @LGUSSupport or call at 800-243-0000. Please be sure to provide your contact information, model/serial numbers and date of purchase. We apologize for the inconvenience and frustration caused. ^Daphane



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★☆☆☆☆ Big Family Man · 2 years ago  
Worst Dishwasher, Ever

Apparently, this particular unit was not intended for regular use. Purchased this in November 2018. In September 2019, scheduled the 4th service call for the same issues - dishwasher stops during the cycle, control panel flashes/beeps during use and/or cannot turn the unit off or on. Despite registering with LG, I have to upload a copy of the receipt for every service call. Generally have to wait a week for service, then the technician replaces the same part (display/user controls). The "fix" lasts a month or two and then we repeat the cycle. The 3rd service call, the technician replaced both the display and the main circuit board. Now on the 4th call, LG has no record of the prior service and wants both parts replaced again (rather than just replace the entire unit). Which means waiting for the parts to be received and then scheduling another service call. Being a family of 8, you can imagine that having a reliable dishwasher is quite important. So not having one for weeks on end can be quite a hassle. Due to the 12-month warranty, I fully expect to be purchasing another dishwasher later this year. I can guarantee it won't be another LG.



● Pros: Features/Settings

Recommends this product  No

Originally posted on [LDF5545BB](#)

Helpful?  Yes · 5  No · 0

Response from LG Electronics:  
Customer Service · 2 years ago

We hate to see that you've had multiple issues with your dishwasher and that you're having a hard time getting it repaired. We'll be happy to take a look and see how we can help get this completed for you. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSupport or Facebook <https://www.facebook.com/LGUSA/> ^CP

★☆☆☆☆ Henmom01 · 3 years ago  
Buyer beware

Where to start. I didn't have this dishwasher for 13 months when the control panel went out. Had to get a new board. Now 6 months later it's going out again. I spent way too much money on this to now last. I will never buy an LG PRODUCT AGAIN. I have a fridge, and washer and dryer. Very disappointed.



Recommends this product  No



Originally posted on [LDF5545BD](#)

Helpful?  Yes · 5  No · 0

Response from LG Electronics:  
Customer Service · 3 years ago

This is certainly not what we expect out of the performance of our dishwasher. We would be happy to look into the repair options available. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP

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★☆☆☆☆ LG consumer too · a year ago SWEEPSTAKES ENTRY RECEIVED

**Constant problems with Control Panel**

The control panel on the LG dishwasher constantly stops working. The control panel is touch and was replaced twice, due to errors or being unresponsive. Technician said that sometimes the internals are not insulated well, maybe the heat or steam is causing this constant malfunction. Today the control panel stopped working mid cycle with constant beeping, probably will need to replace panel again. I had the dishwasher only 1 year, LG claims 10 year motor warranty but the issue is with the electronics. Also the normal wash cycle takes almost 3 hours to complete, the heavy takes 3:30 hours which is too long! Both these issues makes me not recommend the dishwasher.

Quality

Features

Value

Recommends this product  No

Originally posted on [LDF5545ST](#)

Helpful?  Yes - 3  No - 0

Response from LG Electronics:  
Customer Service · a year ago

That's not good! We're sorry to see that you've run into these issues with your dishwasher. We'll need to gather some additional details from you in order to see how we can best assist. Please reach out to a specialist via Twitter @LGUSupport or via Facebook <https://www.facebook.com/LGUSA/> ^CP

40. The following exemplar consumer complaints posted to LG’s own forums similarly demonstrate its years’-long knowledge of the Control Panel Defect.<sup>12</sup>

★☆☆☆☆ vanessa27 · 4 years ago 🎁 Incentivized Review

**Worst dishwasher ever**

Bought this dishwasher in October didn't use it til November after a kitchen remodel. Stopped working in end of March. My husband read the guide and could not figure out why it wouldn't work. He is extremely handy! We called Lg and they came out in April and said we needed a new control panel. We waited a month to receive the parts and have service come out to fix it we were given a 3 hour window and the driver came more than an hour and a half later. Horrible dishwasher horrible customer service I unfortunately bought all LG appliances for my newly remodeled kitchen and I am just waiting for something else to go horribly wrong. Lesson learned !!

Quality

Features

Value

Recommends this product  No

<sup>12</sup> *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545SS-front-control-dishwasher> (last visited February 14, 2022); *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG, <https://www.lg.com/us/dishwashers/lg-LDP6797BD-top-control-dishwasher> (last visited February 14, 2022).

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★☆☆☆☆ msrdh · 4 years ago 🎁 Incentivized Review  
 Stopped working after 6 months

Delivered in January and by July stopped working.  
 Very touchy buttons and if you accidentally brush against the power button when running you have to start the process over....that's when it was working. Very disappointed

● Pros: Style/Design

Recommends this product  No

Quality

Features

Value

★☆☆☆☆ CABX1 · 4 years ago  
 Unreal

I bought this 5 months ago, the control panel went out and can't seem to get it fixed !

● Pros: Style/Design

Recommends this product  No

Originally posted on [LDF5545ST](#)

Quality

Features

Value

★☆☆☆☆ Linda Lk · 4 years ago  
 Not this model

I have loved our LG products, but not this one! Our dishwasher was good for 45 days, and then went dead... no power. LG came out and got it working, saying the control panel has had problems with this model. They ordered a part that may take up to 30 days w no guarantee it will fix the problem? They got it going again..which lasted 2 days. Back to washing dishes manually for 2 days until they can come back out. Need to stop production until this us fixed. Can I get a replacement on a different model? Ridiculous!

Recommends this product  No

Quality

Features

Value

41. Consumers likewise have complained of the Control Panel Defect en masse on third-party websites such as Amazon, Home Depot, Lowes, Consumer Affairs, and BestBuy. Several exemplar complaints are transcribed below:<sup>13</sup>

<sup>13</sup> *LG QuadWash 48-Decibel Front Control 24-in Built-In Dishwasher (Stainless Steel) ENERGY STAR*, LOWE'S, <https://www.lowes.com/pd/LG-QuadWash-48-Decibel-Filtration-Built-In->

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**Fundamentally broken front control panel**

★☆☆☆☆

nairbdes  
May 27, 2021  
From lg.com

Much like many other unfortunate people who own this dishwasher, the front control board fails. Mine lasted only about 1 year after purchasing it before the front control board (front display panel) started having major issues. Now it's out of warranty and LG won't pay to fix it. Avoid this dishwasher at all costs. Your front display won't last.

**a huge lemon**

★☆☆☆☆

swthompson  
November 21, 2018

✓ Sweepstakes Entry ⓘ

we bought this dishwasher, with install price, for \$800.00. We then had it installed and after 5 weeks, of running it a whopping 6 times, it has gone completely dead on us. The front control panel will not light up, and there is no electricity to the unit. We had to wait 1 1/2 weeks for Lowe's to even deliver it and install it, and now this. We had LG come out and they said they will repair it, but I am demanding a new unit. Well, now we wait and hope for the response within the next 2 weeks. Obviously, this unit is a huge disappointment and a lemon. Buyer beware on this thing is all I can say ....meanwhile, we now wait for weeks and weeks with no dishwasher.

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[Dishwasher-Stainless-Steel-Common-24- in-Actual-23-75-in-ENERGY-STAR/1000079907](https://www.consumeraffairs.com/homeowners/lg-dishwasher.html?page=6#sort=oldest&filter=1) (last visited June 14, 2021);  
*LG Dishwasher*, CONSUMER AFFAIRS, <https://www.consumeraffairs.com/homeowners/lg-dishwasher.html?page=6#sort=oldest&filter=1> (last visited June 16, 2021);  
*LG - 24" Front-Control Built-In Dishwasher with Stainless Steel Tub, QuadWash, 48 dBa - PrintProof Black Stainless Steel*, BEST BUY, <https://www.bestbuy.com/site/lg-24-front-control-built-in-dishwasher-with-stainless-steel-tub-quadwash-48-dba-printproof-black-stainless-steel/5847000.p?skuId=5847000> (last visited June 15, 2021); *LG LDP6797ST Tall Tub Top Control Stainless Steel Dishwasher LDP6797ST*, AMAZON, [https://www.amazon.com/LG-LDP6797ST-Control-Stainless-Dishwasher/dp/B077ZGFNW3/ref=cm\\_cr\\_ar\\_p\\_d\\_bdcrb\\_top?ie=UTF8](https://www.amazon.com/LG-LDP6797ST-Control-Stainless-Dishwasher/dp/B077ZGFNW3/ref=cm_cr_ar_p_d_bdcrb_top?ie=UTF8) (last visited June 14, 2021); *LG 44-Decibel Built-in Dishwasher (Stainless Steel) (Common: 24 Inch; Actual: 23.75-in) ENERGY STAR*, LOWE'S, <https://www.lowes.com/pd/LG-44-Decibel-Built-in-Dishwasher-Stainless-Steel-Common-24-Inch-Actual-23-75-in-ENERGY-STAR/1000218883> (last visited June 14, 2021).

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Features

Quality

Value

Ease of Use

★☆☆☆☆ **Control panel faulty - a known issue**

✔ **Verified Purchase** | Posted 10 months ago. Owned for more than 2 years when reviewed.

Purchased this washer 2/17/18 and within six months the control panel started to beep and strobe erratically during the cycles but was still functional. It went on another six months until the erratic and strobing of the control panel finally would stop/shut the machine mid cycle. This would happen almost on all of the normal/auto cycles. If you google the issue with this dishwasher model, you'll see plenty of Reddit posts on the same issues. I finally called Geek Squad to file a claim on 9/2019 and they replaced the control panel. This one claim will exhaust your Geek Squad warranty which I wasn't aware of until I got the email. By April 2020, the beeping and strobing of the control panel has returned. It is still functioning but it'll probably be a matter of time before it starts shutting down mid-cycle again.

This review is from [LG - 24" Front-Control Built-In Dishwasher with Stainless Steel Tub, QuadWash, 48 dBe - Stainless steel](#)

✘ No, I would not recommend this to a friend

Helpful (7) | Unhelpful (0) | Report | Comment



HW

★☆☆☆☆ **There Should Be A Recall**

Reviewed in the United States on March 20, 2019

I bought this LG Dishwasher in October of 2017 from Home Depot. In March of 2019 (less than a year and a half later), the electrical control panel stopped working so I was unable to use the product. Since it was 5 months past the warranty, I was charged \$135.31 for a technician to come out and diagnose the problem. I was informed that I would then have to pay for the repair and labor after the technician ordered the new part. When the technician arrived, he had a new electronic control panel (so he already knew what the problem was before even looking at the dishwasher) and told me that I would not be charged for the repair or labor because this was such a common problem - that they had the NEW MODIFIED electrical control panels in stock. He said that in the NEW MODIFIED control panels, they have added a moisture barrier because in the old version, moisture from steam would get into the control panel and ruin the electrical system. I asked him why there hasn't been a recall on this product since it was so common, and he said that he didn't know why but there has been a "Service Bulletin" released regarding this same issue. I then called customer service to get a refund of the \$135.31 that I already paid, and they would not give a refund even after being escalated to a supervisor. I asked to be escalated again and was informed that he could not do that. I tried to call the President of the company and got no answer and no way of leaving a VM or email. Considering this is a COMMON DEFECT in the product and a modified control panel has been created for this issue, there should be a recall and all expenses paid. I want my refund of \$135.31 since this was LG's defective product and not anything that I could control! A complaint with the BBB has been filed and I will continue to let people know that they should stay away from LG products.

\* Update\* I finally got a refund for the service call, but only because I slammed them with bad reviews everywhere I could think of. Amazon, Home Depot, Lowe's, Twitter, Facebook, BBB, and many more. After leaving several bad reviews on FB, a representative reached out to me and got it approved - but it took almost three months after it was approved before I saw that money. The refund wouldn't have happened had I not been persistent. I urge people to not let companies like LG take advantage of you. Escalate, go to social media...whatever it takes. To date, this dish washer has still not been recalled.

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**charles of Lakewood, WA** ✓ Verified Reviewer

Original review: April 12, 2015

I just had to replace a four year old LG dishwasher. This was the worst dishwasher I have ever owned. The rack system was poorly designed and engineered. The wheels were brittle and broke easily and very costly to replace. The control panel had to be replaced twice and although part of the warranty, it still was costly to replace. The motor was very noisy and recently stopped working altogether. I just purchased a Bosch dishwasher as a replacement and am sure it will be much better than the LG. This is the last LG product I will purchase. Poor engineering and poor customer support.

**Helpful** | **20 people** found this review helpful

**DO NOT BUY!! KNOWN ISSUES WITH PRODUCT BY LG**

**maryannepsu**



July 30, 2018

We purchased this item 9/2017 for our new home which was under construction, it was installed 3/2018. Several issues: -top electronic control panel cracked after a handful of uses -after panel cracked, door would not stay shut (so it would pop and not dry or not finish cycle) -called LG as it was under warranty, less than 1 yr old - the top rack (for glassware, not the little shelf) is apparently a known issue (was made slightly too big) - it needs to be replaced so door can shut properly when rack is loaded. - they replaced the top cracked control panel and now water has gotten into the circuit board causing it to short out (top rack still has not been replaced) - circuit board is on back order from LG with no ETA -LG will not process a refund at this time until they confirm they cannot get the part -the company contracted by LG is quite far from us (no closer companies) - getting them to come 1.5 hrs to our home has been like pulling teeth -if we don't get this fixed by Sept, the warranty goes to Lowes (we bought extended care). We have no functional dishwasher!!! Absolute nightmare.

[- Read Less](#)

**Would Not Recommend**

1           42.     Although LG does not operate these third-party websites, it routinely monitors class  
2 member complaints and review posted thereto as the following screenshots demonstrate:<sup>14</sup>  
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18 <sup>14</sup> *Top Control Tall Tub Smart Dishwasher with WiFi Enabled in Black Stainless Steel with*  
19 *Stainless Steel Tub, 46 dBA*, THE HOME DEPOT, [https://www.homedepot.com/p/LG-Electronics-](https://www.homedepot.com/p/LG-Electronics-Top-Control-Tall-Tub-Smart-Dishwasher-with-WiFi-Enabled-in-Black-Stainless-Steel-with-Stainless-Steel-Tub-46-dBA-LDT5665BD/301980625)  
20 [Top-Control-Tall-Tub-Smart-Dishwasher- with-WiFi-Enabled-in-Black-Stainless-Steel-with-](https://www.homedepot.com/p/LG-Electronics-Top-Control-Tall-Tub-Smart-Dishwasher-with-WiFi-Enabled-in-Black-Stainless-Steel-with-Stainless-Steel-Tub-46-dBA-LDT5665BD/301980625)  
[Stainless-Steel-Tub-46-dBA-LDT5665BD/301980625](https://www.homedepot.com/p/LG-Electronics-Top-Control-Tall-Tub-Smart-Dishwasher-with-WiFi-Enabled-in-Black-Stainless-Steel-with-Stainless-Steel-Tub-46-dBA-LDT5665BD/301980625) (last visited June 14, 2021);  
21 *24 in. Stainless Steel Top Control Built-In Tall Tub Smart Dishwasher with Stainless Steel Tub and*  
*3rd Rack, 44 dBA*, THE HOME DEPOT, [https://www.homedepot.com/p/LG-Electronics-24-in-](https://www.homedepot.com/p/LG-Electronics-24-in-Stainless-Steel-Top-Control-Built-In-Tall-Tub-Smart-Dishwasher-with-Stainless-Steel-Tub-and-3rd-Rack-44-dBA-LDP6797ST/207170190)  
22 [Stainless-Steel-Top-Control-Built- In-Tall-Tub-Smart-Dishwasher-with-Stainless-Steel-Tub-and-](https://www.homedepot.com/p/LG-Electronics-24-in-Stainless-Steel-Top-Control-Built-In-Tall-Tub-Smart-Dishwasher-with-Stainless-Steel-Tub-and-3rd-Rack-44-dBA-LDP6797ST/207170190)  
[3rd-Rack-44-dBA-LDP6797ST/207170190](https://www.homedepot.com/p/LG-Electronics-24-in-Stainless-Steel-Top-Control-Built-In-Tall-Tub-Smart-Dishwasher-with-Stainless-Steel-Tub-and-3rd-Rack-44-dBA-LDP6797ST/207170190) (last visited June 14, 2021);  
23 *LG QuadWash 48-Decibel Front Control 24-in Built-In Dishwasher (Stainless Steel) ENERGY*  
*STAR*, LOWE'S, [https://www.lowes.com/pd/LG-QuadWash-48-Decibel-Filtration-Built-In-](https://www.lowes.com/pd/LG-QuadWash-48-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000079907)  
24 [Dishwasher-Stainless-Steel-Common-24- in-Actual-23-75-in-ENERGY-STAR/1000079907](https://www.lowes.com/pd/LG-QuadWash-48-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000079907) (last  
visited June 14, 2021);  
25 *LG QuadWash Smart Wi-Fi Enabled 44-Decibel Top Control 24-in Built-In Dishwasher (Stainless*  
*Steel) ENERGY STAR*, LOWE'S, [https://www.lowes.com/pd/LG-QuadWash-Smart-Wi-Fi-](https://www.lowes.com/pd/LG-QuadWash-Smart-Wi-Fi-Enabled-44-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000196231)  
26 [Enabled-44-Decibel-Filtration-Built-In- Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-](https://www.lowes.com/pd/LG-QuadWash-Smart-Wi-Fi-Enabled-44-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000196231)  
[in-ENERGY-STAR/1000196231](https://www.lowes.com/pd/LG-QuadWash-Smart-Wi-Fi-Enabled-44-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000196231) (last visited June 14, 2021);  
27 *LG - 24" Top Control Smart Wi-Fi Enabled Dishwasher with QuadWash and Stainless Steel Tub -*  
*Stainless steel*, BEST BUY, [https://www.bestbuy.com/site/reviews/lg-24-top-control-smart-wi-fi-](https://www.bestbuy.com/site/reviews/lg-24-top-control-smart-wi-fi-enabled-dishwasher-with-quadwash-and-stainless-steel-tub-stainless-steel/5714463?rating=1&sort=OLDEST)  
28 [enabled-dishwasher-with- quadwash-and-stainless-steel-tub-stainless-](https://www.bestbuy.com/site/reviews/lg-24-top-control-smart-wi-fi-enabled-dishwasher-with-quadwash-and-stainless-steel-tub-stainless-steel/5714463?rating=1&sort=OLDEST)  
[steel/5714463?rating=1&sort=OLDEST](https://www.bestbuy.com/site/reviews/lg-24-top-control-smart-wi-fi-enabled-dishwasher-with-quadwash-and-stainless-steel-tub-stainless-steel/5714463?rating=1&sort=OLDEST) (last visited June 14, 2021).

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★☆☆☆☆ **Broke after 2 months of use**

Posted 3 years ago.

I purchased this dishwasher from Best Buy and had it installed October 3, 2017 with expectations of getting at least 7 years out of it. But after two months of use the buttons stopped working and I can no longer use the dishwasher. On top of that, the part to fix the dishwasher is on back order for more than 2 weeks and now i'm left with a \$750 black box in my kitchen that doesn't do anything. I had a Bosch before this one, which cost almost half as much and ran great for 7+ years with no problems. On top of that, the Bosch washed the dishes better than this over priced broken dishwasher. If I can, I'm going to try an exchange this broken dishwasher for a Bosch and never consider buying anything else but a Bosch again.

This review is from LG - 24" Top Control Smart Wi-Fi Enabled Dishwasher with QuadWash and Stainless Steel Tub - Black

✘ No, I would not recommend this to a friend

Helpful (8) | Unhelpful (0) | Report

**Brand response from LGAnswers**

Posted 3 years ago.

What you have described is far from what we expect. We would be more than happy to look into this issue for you. Our support team is available via Twitter @LGUSSupport or Facebook [www.Facebook.com/LGSupportUSA](https://www.Facebook.com/LGSupportUSA) ^CP





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★☆☆☆☆ **Great When It Works**

📌 **Verified Purchase** | Posted 2 years ago.

Bought in September 2017. Excellent dishwasher and cleaned like no other dishwasher we have had in the last 20 years! But...after 4 months of dependable use it started having issues with the control panel and system board. In the last six months, it has been a total nightmare with the control panel needing to be replaced for the 3rd time now. With a total of 36 days and counting of loss of use between the 3 incidents, it has been very disheartening. With a large family, we greatly depend on our dishwasher. Currently, we are waiting on a backordered control panel which is suppose to arrive in a week.

The Geek Squad service guys have been great but the corporate guys have been disappointing. We were told we could get reimbursed for extended loss of use or a replacement unit after the 3rd failure of the same component. This is not the case. Apparently, they are not willing to work with and just us telling us to sit tight and wait for the parts. This will certainly impact future purchasing decisions from Best Buy for our family, friends, neighbors, and co-workers.

This review is from LG - 24" Top Control Smart Wi-Fi Enabled Dishwasher with QuadWash and Stainless Steel Tub - PrintProof Black Stainless Steel



✘ No, I would not recommend this to a friend

Helpful (68) | Unhelpful (4) | Report

**Brand response from LGAnswers**

Posted 2 years ago.

We hate to hear you are having trouble with getting your dishwasher repaired. We would be happy to look into your repair to see when the parts should be in. If you have not already, please reach out to a specialist via Twitter @LGUSSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000 so we can help you with this. ^CP



Comment | Show comments (2)

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Dec 27, 2018

**The control panel didn't work on this brand new item. We had a technician look at it. This tech...**

The control panel didn't work on this brand new item. We had a technician look at it. This technician said that LG knows about this issue and is still selling these to retailers anyway. Overpriced for a dishwasher. Home Depot and LG have not been helpful in resolving the issue. They try to put the responsibility on the other.

by LGisBad

**Response from LGAnswers**

Hide

Jan 2, 2019

Thank you for your review it is very important to us. I hate to hear of the trouble caused to you due to your dishwashers control panel malfunctioning. I can understand how frustrating it may be for your dishwasher to not work properly brand new. I would love to help out, if there is anything we can do to assist in the near future feel free to reach out to us directly at 1(800)243-0000 via Facebook <https://www.facebook.com/LGUSSupport> or Twitter @LGUSSupport. ^TH



**Bad choice**

LDavis



August 8, 2018

Inside of 7 months LG sent service 2 times. Replaced control panel and a pump. Still have to run some loads twice because the load isn't clean or dry. Racks already rusting thru coating. Done with LG. Expecting short term life out of this unit.

Would Not Recommend



(43) (9) (1) Report

We are sorry to hear you are having trouble with your dishwasher cleaning your dishes. You can troubleshoot issues with cleaning from the following help article: <https://www.lg.com/us/support/product-help/CT10000009-20150326688735-not-cleaning> We would love to take a look at the issue you are experiencing with the racks rusting. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP

By LGAnswers on August 9, 2018



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★ ★ ★ ★ ★

Aug 3, 2018

**Do NOT buy this dishwasher! Bought middle of April and stopped working by the end of July (just ...**

Do NOT buy this dishwasher! Bought middle of April and stopped working by the end of July (just past the 90 day mark). One day it just decided to not power on. Called customer service and a repair person cannot come out for 3 weeks. Called back and 2nd repair company tells me that most likely it needs a new control panel, which happens to be on back order (which makes me wonder if this is a common problem). So here I sit with a new dishwasher that refuses to work and a company that cannot guarantee having someone fix it in a timely manner.

by motherofseveral

Response from LGAnswers

Hide

Aug 8, 2018

We hate to hear you are having power issues with your new dishwasher. We would be happy to look into your case to see how we can best assist you with this. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP



**Won't start after 1 month. Bad Customer Service**

JP

November 27, 2017

★ ☆ ☆ ☆ ☆

LG LDP6797ST Dishwasher won't start after owning for about a month. It turns on but all the buttons on the right side don't work including the start button which is pretty important. They can't find anyone that will come and fix it for me. I'm still waiting to hear back from LG while their "service locator team" tries to find someone who can service it in my area. I live in a pretty populated area. Bad dishwasher and poor customer service. Added a video link to show issue.

✘ Would Not Recommend



👍 (40) | 🗨️ (3) | 📧 (1) | 🚩 Report

Sorry to see that you've run into this with your dishwasher, JP. We're happy to have our social media support help out if you'll head over to @LGUSSupport on Twitter or [www.facebook.com/LGUSA](https://www.facebook.com/LGUSA/) and send a message with your case information. ^RW

By LGAnswers on November 29, 2017



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Nov 21, 2017

**AVOID LG. DO NOT BUY THIS DISHWASHER. I wish I could give this a zero star review. I purchased th...**

AVOID LG. DO NOT BUY THIS DISHWASHER. I wish I could give this a zero star review. I purchased this dishwasher in October, after less than a month (less than 30 washes) the machine wouldn't turn on. I contacted LG and they scheduled me an appointment with a repair person (who was supposed to call me within 24 hours), when I hadn't heard from the repair person, I called him-- turns out he's based 3 states away and doesn't service my area. I called LG back and they set me up with another repair person, who came out and said that the entire control panel would need to be replaced. He contacted LG to request the part, which he found out was on backorder. I called LG to inquire about the backorder -- they expected it in stock in FEBRUARY -- yes, 3 months away. They offered to replace my machine and requested a proof of purchase. I sent in my proof of purchase and they said someone would reach out within 3 business days. I called them after 4 business days when I hadn't heard back and the last representative I spoke with submitted my claim to the wrong department. So now I had to start the process again. I am currently on hold (for 40 minutes) with LG trying to get answers. I've been without a working dishwasher for almost a month now, even though I just purchased a BRAND NEW machine. AVOID LG at all costs. Terrible product. Terrible customer service.

by StephanieK

<b>Response from LGAnswers</b>	<a href="#">Hide</a>
Nov 30, 2017	
If you're still experiencing issues, head to our support page on Twitter, @LGUSupport or on facebook at <a href="http://www.facebook.com/LGUSA">www.facebook.com/LGUSA</a> and our specialists will be happy to look into it. ^CP	
	

43. LG also gained exclusive and superior knowledge of the Control Panel defect before Plaintiff and the Class purchased the Class Dishwashers through a variety of additional sources unavailable to consumers, including warranty claims made to LG and its sellers, and LG's pre- and post-release testing of Class Dishwashers and their constituent components. Indeed, LG tracks warranty repairs in order to identify emerging defect trends, and as an experienced manufacturer of consumer appliances, it tests each and every component, including Control Panels, prior to approved them for use in units destined for retail sale.

44. LG's longstanding knowledge of the Control Panel Defect is best evidenced by the Service Bulletin it issued in 2018.

45. As numerous courts have recognized, manufacturers issue service bulletins— through which manufacturers acknowledge defects in their products and provide repair instruction therefor— long after they learn of a defect, and only after careful consideration and extensive analysis of a product quality issue's underlying root cause.

1           46.     On November 8, 2018, LG issued a Service Bulletin to correct the Control Panel  
2 Defect in various models, including models LDF5545, LDT5665, LDP6797, LDT7797, LDT5678,  
3 LDF5678, and LDT7808. (**Exhibit A**). The 2018 Service Bulletin provided a purported solution to  
4 the Control Panel Defect, one that implicitly acknowledges the Defect’s underlying root cause: an  
5 “improved” part with “additional silicone coating on the side [to prevent] further moisture  
6 penetration” into the dishwasher.  
7

8           47.     The 2018 Service Bulletin also acknowledges that each and every Control Panel  
9 equipped in a Class Dishwasher suffers from, and eventually fails due to, the Defect alleged herein.

10           48.     Given that Service Bulletins are only issued after a significant number of complaints  
11 are made and a lengthy investigation is undertaken, it is clear that LG was aware of the Control Panel  
12 Defect in the Class Dishwashers well before November 2018.  
13

14           49.     However, the Control Panel update provided to consumers did not resolve the Control  
15 Panel Defect, but instead proved equally ineffective. As evidenced by continual consumer  
16 complaints, even after repairs using an updated component, Class Dishwashers continue to stop mid-  
17 cycle or completely lose power after a cycle, Control Panel buttons continue to malfunction, and  
18 Dishwashers are rendered entirely inoperable. To correct the Control Panel Defect, the Class  
19 Dishwashers require Control Panels that are not susceptible to moisture penetration that corrodes  
20 internal circuitry.  
21

22           **D. Plaintiff’s and the Class’s Reasonable Expectations**

23           50.     Plaintiff and the Class expected the Class Dishwashers to operate for years in  
24 accordance with their intended and ordinary purpose: to complete a load of dishes without stopping  
25 half-way through or requiring either a manual reset of the Control Panel or a complete replacement  
26 of the Control Panel in order to function properly (let alone at all).  
27  
28

1           51. Plaintiff and the Class also reasonably expected LG to disclose the existence of the  
2 Control Panel Defect that was known to LG at the time of sale and the true features of the Class  
3 Dishwashers. Specifically, LG was duty-bound, but failed to disclose that the Class Dishwashers  
4 would stop washing dishes mid-cycle, wasting water and energy, fail to restart following a cycle, or  
5 fail to complete a cycle due to the Control Panel Defect, eventually resulting in an inoperable Control  
6 Panel that would not properly function unless it was manually reset or entirely replaced.  
7

8           52. Because of the Control Panel Defect, Plaintiff's and the Class's Class Dishwashers  
9 failed during their expected useful lives—often within a year of purchase—and otherwise failed to  
10 work in accordance with LG's representations, within or outside applicable warranty periods.  
11

12           53. As a result of the Control Panel Defect, Plaintiff's and the Class's Dishwashers failed,  
13 depriving Plaintiff and Class members of the benefit of their bargain, and imposing on them actual  
14 damages including repair and/or replacement costs, time spent in arranging and obtaining repairs and  
15 warranty coverage, and inconvenience.

16           **E. LG's Deficient Warranty Performance**

17           54. LG warrants every Class Dishwasher for repairs needed to correct defects in materials  
18 and/or workmanship. An exemplar copy of the warranty booklet included with all Class Dishwashers  
19 is appended here as **Exhibit B**.  
20

21           55. LG provides a Limited Warranty for the Class Dishwashers covering “defect[s] in  
22 materials or workmanship under normal home use...”<sup>15</sup> During the specified one-year warranty  
23 period, LG will, at its option, repair or replace specific parts. For example, the express limited  
24 warranties. Plaintiff received from LG a one-year warranty for labor and parts generally, a five-year  
25

26  
27 \_\_\_\_\_  
28 <sup>15</sup> *Owner's Manual Dishwasher*, LG, [https://www.lg.com/us/support/products/documents/Owners%20Manual\\_.pdf](https://www.lg.com/us/support/products/documents/Owners%20Manual_.pdf) (last visited May 25, 2021).

1 warranty for the electronics and racks, a ten-year warranty for the Direct Drive motor, and a limited  
2 lifetime warranty for the tub.<sup>16</sup>

3           56. The Control Panel Defect arises from defective materials, workmanship, and/or  
4 design in the Class Dishwashers and is therefore covered under LG's Limited Warranty. Yet LG has  
5 refused to fix the Control Panel Defect. Instead, when consumers like Plaintiff have their Class  
6 Dishwashers repaired, (1) they are told that the Control Panel Defect is either not covered by the one-  
7 year parts and labor Warranty and are charged for service; or (2) are provided with an equally  
8 defective replacement Control Panel that ultimately also fails, and which LG then refuses to replace  
9 at no-cost because the one-year parts and labor Warranty has expired.

10  
11           57. Consistent with Plaintiff's experience, LG also will not provide replacement Control  
12 Panels pursuant to its five-year electronics warranty unless consumers pay unreasonable and  
13 unnecessary diagnostic and service fees, thereby breaching the warranty it issues with respect to  
14 electronic components like the Control Panel.

15  
16           58. LG also was aware, had reason to know, or was reckless in not knowing that its  
17 warranty repairs would not cure or rectify the Control Panel Defect. By providing such ineffective  
18 warranty repairs—as the experiences of Plaintiff and other absent Class members demonstrate—LG  
19 merely postponed the failure of the Class Dishwasher Control Panels until after the expiration of  
20 applicable warranties, causing its express limited warranty to fail of its essential purpose.

21  
22           59. Despite the purported solutions provided in the Service Bulletin, the same models, as  
23 well as additional, newer models, have continued to suffer from the Control Panel Defect in the  
24 Control Panel. LG's purported fixes simply have proven inadequate.

25           60. LG's refusal to honor its warranty obligations shifts the costs of the Control Panel  
26 Defect onto its consumers, who must pay to repair and replace their defective Class Dishwashers.

27  
28 \_\_\_\_\_  
<sup>16</sup> *Id.*

1           61.     Furthermore, Defects that arise in Class Dishwasher’s outside the warranty’s limited  
2 duration should nonetheless be remedied by LG at no cost because the warranty is procedurally and  
3 substantively unconscionable. Therefore, when the Control Panel Defect arises, LG must be estopped  
4 from denying warranty claims on the grounds that the warranty has expired or by relying on remedial  
5 limitations contained therein.  
6

7           62.     The Class Dishwasher warranty is procedurally unconscionable because:

- 8                   i.     Consumers did not have a meaningful opportunity to participate in creating  
9 the warranty.  
10                  ii.    LG is a nationally operating enterprise with substantial market power to  
11 dictate the terms of the warranty to consumers.  
12                  iii.   LG created the warranty with a one-year term that consumers had no choice  
13 or ability to alter.  
14                  iv.    LG offered the warranty to consumers on a “take-it-or-leave-it” basis.  
15

16          63.     The Class Dishwasher warranty is substantively unconscionable because:

- 17                   i.     The Class Dishwashers are a durable good.  
18                  ii.    It is material to a reasonable consumer that the Class Dishwashers last a  
19 significant period of time without needing repair or replacement.  
20                  iii.   Upon information and belief, LG has, at all relevant times, had superior  
21 knowledge regarding the Class Dishwashers lack of durability due to its  
22 control over the design, manufacture, and/or testing of the Class Dishwashers.  
23                  iv.    Upon information and belief, LG has had superior knowledge regarding the  
24 Class Dishwashers lack of durability as a result of consumer complaints and  
25 warranty claims as early as 2015.  
26  
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28



1 v. Despite LG’s superior knowledge of the existence of the Control Panel Defect  
2 and the likelihood the Control Panel Defect will manifest after one-year, LG  
3 refused to replace failed Control Panels under its one-year parts and labor  
4 warranty, instead continuing to charge customers for labor to replace a known  
5 defective part, charges that eventually will exceed the cost of Class  
6 Dishwashers themselves.  
7

8 vi. LG’s warranty fails of its essential purpose because LG cannot cure the  
9 Defect.

10 64. Due to the reasons explained above, no reasonable consumer would enter into an  
11 agreement with such terms.

12 65. Accordingly, LG’s warranty is unconscionable, and LG must be stooped from  
13 enforcing it against Class members.  
14

15 **F. LG Conceals the Control Panel Defect and Continues Selling Defective Dishwashers**

16 66. LG marketed its Class Dishwashers as highly rated, efficient, and reliable appliances  
17 with a “wide range of features.”<sup>17</sup> Further describing all LG dishwashers as “[d]esigned to give you  
18 the cleaning power you need and the peace and quiet you want, many of our dishwashers are among  
19 the quietest in their class.”<sup>18</sup>  
20

21 67. However, LG failed to adequately design, manufacture, and/or test the Class  
22 Dishwashers to ensure they were free from defects.  
23  
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26 \_\_\_\_\_  
27 <sup>17</sup> Dishwasher, LG, [https://web.archive.org/web/20170129071027/  
http://www.lg.com/us/dishwashers](https://web.archive.org/web/20170129071027/http://www.lg.com/us/dishwashers) (last visited February 20, 2022).

28 <sup>18</sup> *Id.*

1           68.     LG knew, had reason to know, or was reckless in not knowing of the Control Panel  
2 Defect in the Control Panel when it uniformly warranted, advertised, marketed, and sold the Class  
3 Dishwashers to Plaintiff and the Class.

4           69.     Despite its longstanding knowledge of the Control Panel Defect, LG did not disclose  
5 to consumers the fact that the Control Panel Defect existed at the time of sale and that the Control  
6 Panel Defect would render the Class Dishwashers unable to perform as expected and intended well  
7 before the end of their expected useful lives. Nor did LG disclose that repairs would neither cure nor  
8 remedy the Control Panel Defect and would only, at best, briefly delay the impact of the Control  
9 Panel Defect and thereby postpone failures in the Class Dishwashers.

10           70.     LG knew that consumers were unaware of the Control Panel Defect and that Plaintiff  
11 and the Class reasonably expected the Class Dishwashers to complete dishwasher cycles without  
12 pausing midway or requiring a manual reset or complete replacement of the Control Panel to retain  
13 functionality.

14           71.     LG also knew that consumers expected LG to disclose the Control Panel Defect that  
15 prevented the Class Dishwashers from performing their ordinary purpose long before the end of their  
16 expected useful lives, and that such disclosure would impact consumers' decisions concerning  
17 whether to purchase the Class Dishwashers at the price that they paid for the Class Dishwashers. LG  
18 knew and intended for consumers to rely on its material omissions with regard to the Control Panel  
19 Defect when purchasing the Class Dishwashers.

20           72.     As a result of LG's uniform omissions and misrepresentations in its marketing and  
21 advertising, Plaintiff and the Class believed that the Class Dishwashers they purchased would operate  
22 as expected and intended, and Plaintiff and the Class purchased Class Dishwashers in reliance on  
23 that belief.

1 73. LG actively concealed from and/or failed to disclose to Plaintiffs and the Class, the  
2 true defective nature of the Class Dishwashers, and failed to remove the Class Dishwashers from the  
3 marketplace or take adequate remedial action. LG represented that the Class Dishwashers were free  
4 of defects even though it knew, or was reckless in not knowing, when it sold the Class Dishwashers  
5 that they contained a Control Panel Defect that would render the Class Dishwashers practically  
6 unusable.  
7

8 74. As a consequence of LG's actions and inaction, Plaintiff and the Class have been  
9 deprived of the benefit of their bargain, lost use of the Class Dishwashers, and incurred lost time and  
10 costs, including repair and/or replacement costs, time spent in arranging and obtaining repairs, and  
11 inconvenience.  
12

13 **FRAUDULENT CONCEALMENT**

14 75. LG made material omissions concerning the Control Panel Defect by not fully and  
15 truthfully disclosing to its consumers the true nature of the Class Dishwashers. A reasonable  
16 consumer would not have known about the Control Panel Defect. Indeed, LG issued a Service  
17 Bulletin to dealers of Class Dishwashers, though not consumers, in November 2018 regarding the  
18 Control Panel Defect.  
19

20 76. LG made these omissions with knowledge of their falsity and with the intent that  
21 Plaintiff and the Class would rely upon them.

22 77. The facts concealed, suppressed, and not disclosed by LG to Plaintiff and the Class  
23 are material in that a reasonable consumer would have considered them to be material in deciding  
24 whether to purchase the dishwashers at all or at the offered price.

25 78. LG had a duty to disclose the true quality of the Class Dishwashers because the  
26 knowledge of the Control Panel Defect and its details were known and/or accessible only to LG; LG  
27 had superior knowledge and access to the relevant facts; and LG knew the facts were not known to,  
28

1 or reasonably discoverable by, Plaintiff and the Class. LG also had a duty to disclose because it made  
2 affirmative representations about the qualities and reliability of its Class Dishwashers, as set forth  
3 above, which were misleading, deceptive, and incomplete without the disclosure of the additional  
4 facts set forth above regarding the Control Panel Defect.

5  
6 79. LG concealed this material information for the purpose of inducing Plaintiff and the  
7 Class to purchase the defective Class Dishwashers at full price rather than purchasing competitors'  
8 dishwashers or paying LG less for the Class Dishwashers, given their limited utility. Had Plaintiff  
9 and the Class known about the defective nature of the Class Dishwashers, they would not have not  
10 purchased them or would have paid less for the Class Dishwashers. Thus, Plaintiff and the Class  
11 were fraudulently induced to purchase the Class Dishwashers containing the Control Panel Defect.

12  
13 **TOLLING OF STATUTES OF LIMITATIONS**

14 80. LG's knowing and active concealment and denial of the facts alleged herein have  
15 tolled any applicable statute(s) of limitations.

16 81. Plaintiff and the Class could not have reasonably discovered the true facts regarding  
17 the Class Dishwashers, including the latent Control Panel Defect, until shortly before this litigation  
18 commenced.

19 82. Even after Plaintiff and the Class contacted LG for repairs and replacement as the  
20 result of the Control Panel Defect, LG routinely informed its consumers that the Class Dishwashers  
21 were not defective and that the Class Dishwashers were functioning normally.

22 83. LG was, and remains under, a continuing duty to disclose to Plaintiff and the Class  
23 the true facts concerning the Class Dishwashers, *i.e.* that the Class Dishwashers suffer from the  
24 Control Panel Defect due to defects in materials and/or workmanship, and failings described above,  
25 that require increased expenses to repair or replace the Class Dishwashers.  
26  
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1 84. As a result of LG's active concealment of and breach of its duty to disclose the  
2 existence of the Control Panel Defect, any and all applicable statute(s) of limitations otherwise  
3 applicable to the allegations herein have been tolled.  
4

5 **CLASS ACTION ALLEGATIONS**

6 85. Plaintiff brings this action on his own behalf, and on behalf of the following Class,  
7 pursuant to FED. R. CIV. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the Class is defined as:  
8

9 **Nationwide Class:**

10 All persons or entities in the United States who purchased one or more LG Class  
11 Dishwashers.

12 Or, in the alternative,

13 **California Subclass:**

14 All persons or entities in California who purchased one or more LG Class Dishwashers.  
15

16 86. Together, the Nationwide Class, and the California Subclass shall be collectively  
17 referred to herein as the "Class." Excluded from the Class are LG, its affiliates, employees, officers  
18 and directors, persons or entities that purchased the Class Dishwashers for purposes of resale, and  
19 the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change or expand the Class  
20 definition after conducting discovery.

21 87. Numerosity. The Class is so numerous that joinder of all members is impracticable.  
22 While the exact number and identities of individual members of the Class are unknown at this time,  
23 such information being in the possession of LG and obtainable by Plaintiff only through the  
24 discovery process, Plaintiff believes that the Class consists of hundreds of thousands, if not millions,  
25 of persons and entities that were deceived by LG's conduct.  
26  
27  
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1           88.    Existence and Predominance of Common Questions of Fact and Law. Common  
2 questions of fact and law exist as to all members of the Class. These questions predominate over the  
3 questions affecting individual Class Members. These common factual and legal questions include,  
4 but are not limited to:

- 5
- 6           i.    Whether LG misrepresented the quality of the Class Dishwashers;
  - 7           ii.   Whether the Class Dishwashers had a Control Panel Defect causing the  
8           Control Panel to malfunction, and result in the Class Dishwashers stopping  
9           mid-cycle or failing entirely.
  - 10          iii.   Whether LG omitted the Control Panel Defect from its disclosure of the  
11          properties of the Class Dishwashers to consumers;
  - 12          iv.    Whether LG’s conduct violated the CLRA
  - 13          v.     Whether LG’s conduct violated the UCL
  - 14          vi.    Whether LG’s conduct violated the FAL
  - 15          vii.   Whether LG’s conduct violated the Magnuson-Moss Warranty Act;
  - 16          viii.   Whether LG breached its express warranties to the Class
  - 17          ix.    Whether LG breached its implied warranties to the Class
  - 18          x.     Whether LG’s conduct resulted in unlawful common law fraud
  - 19          xi.    Whether LG’s conduct resulted in it receiving unjust enrichment at the  
20          expense of Plaintiff and the Class; and
  - 21          xii.   Whether Plaintiff and the Class are entitled to monetary damages and/or other  
22          remedies and, if so, the nature of any such relief.
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1           89.     Typicality. All of Plaintiff's claims are typical of the claims of the Class since each  
2 Class Dishwasher was advertised with the same type of false and/or misleading statements,  
3 regardless of model or production year. Plaintiff and the Class sustained monetary and economic  
4 injuries including, but not limited to, ascertainable losses arising out of LG's wrongful conduct.  
5 Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class  
6 Members.  
7

8           90.     Adequacy. Plaintiff is an adequate Class representative because his interests do not  
9 materially or irreconcilably conflict with the interests of the Class that he seeks to represent, he has  
10 retained counsel competent and highly experienced in complex class action litigation, and he intends  
11 to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected  
12 by Plaintiff and his counsel.  
13

14           91.     Superiority. A class action is superior to all other available means of fair and efficient  
15 adjudication of the claims of Plaintiff and the Class. The injury suffered by each individual Class  
16 Member is relatively small in comparison to the burden and expense of individual prosecution of the  
17 complex and extensive litigation necessitated by LG's conduct. It would be virtually impossible for  
18 members of the Class individually to effectively redress the wrongs done to them. Even if the  
19 members of the Class could afford such individual litigation, the court system could not.  
20 Individualized litigation presents a potential for inconsistent or contradictory judgments.  
21 Individualized litigation increases the delay and expense to all parties and to the court system  
22 presented by the complex legal and factual issues of the case. By contrast, the class action device  
23 presents far fewer management difficulties, and provides the benefits of single adjudication,  
24 economy of scale, and comprehensive supervision by a single court. Members of the Class can be  
25 readily identified and notified based on, *inter alia*, LG's records and databases.  
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1 92. LG has acted, and refused to act, on grounds generally applicable to the Class, thereby  
2 making appropriate final injunctive and equitable relief with respect to the Class as a whole.

3 **VIOLATIONS ALLEGED**

4 **COUNT I**

5 **BREACH OF EXPRESS WARRANTY**

6 **(On Behalf of the Nationwide Class, or in the alternative, the California Subclass)**

7 93. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth  
8 herein.

9 94. Plaintiff brings this Count individually and on behalf of the members of the Class and  
10 subclasses.

11 95. LG expressly warranted Plaintiff and the Class's Dishwashers against "defect[s] in  
12 materials or workmanship under normal home use." Under the warranty, LG will repair or replace  
13 the dishwasher parts free of charge for defects that occurred during the one-year warranty period.  
14 LG will also repair or replace the electronics and dishwasher racks free of charge for defects that  
15 occurred during the five-year warranty period and repair or replace the dishwasher motor free of  
16 charge for defects that occurred during the ten-year warranty period.

17 96. These warranties became part of the basis of the bargain between the parties and  
18 created collective express warranties that the Class Dishwashers would conform to LG's affirmations  
19 and promises. Under the terms of these express warranties, LG is obligated to repair or replace the  
20 Class Dishwashers sold to Plaintiff and the Class.

21 97. The parts affected by the Control Panel Defect were manufactured and distributed by  
22 LG in the Class Dishwashers and are covered by the warranties LG provided all purchasers of Class  
23 Dishwashers.

24 98. LG breached these warranties by selling Class Dishwashers with the Control Panel  
25 Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor  
26  
27  
28



1 the warranties by providing free, effective repairs or replacements during the applicable warranty  
2 periods.

3 99. As a result of LG's inability to remedy the Control Panel Defect, LG's warranties fail  
4 of their essential purpose.

5 100. Plaintiff and the Class also notified LG of the breach within a reasonable time, and/or  
6 were not required to do so because affording LG a reasonable opportunity to cure its breach of written  
7 warranty would have been futile. LG also knew of the Control Panel Defect and yet chose to conceal  
8 it and to fail to comply with their warranty obligations.

9 101. As a direct and proximate cause of LG's breach, Plaintiff and the Class bought Class  
10 Dishwashers they otherwise would not have, overpaid for their dishwashers, did not receive the  
11 benefit of their bargain, and their Class Dishwashers suffered a diminution in value. Plaintiff and the  
12 Class have also incurred and will continue to incur costs for repair and incidental expenses.

13 102. LG's attempt to disclaim or limit these express warranties vis-à-vis consumers is  
14 unconscionable and unenforceable under the circumstances here. Specifically, LG's warranty  
15 limitation is unenforceable because they knowingly sold a defective product without informing  
16 consumers about the Control Panel Defect.

17 103. The time limits contained in LG's warranty period were also unconscionable and  
18 inadequate to protect Plaintiff and the Class. Among other things, Plaintiff and the Class had no  
19 meaningful choice in determining these time limitations the terms of which unreasonably favored  
20 LG. A gross disparity in bargaining power existed between LG and the Class, and LG knew or should  
21 have known that the Class Dishwashers were defective at the time of sale and would fail well before  
22 their useful lives.

1 104. Plaintiff and the Class have complied with all obligations under the warranty, or  
2 otherwise have been excused from performance of said obligations as a result of LG's conduct  
3 described herein.

4 105. As a direct and proximate result of LG's breach of express warranties, Plaintiff and  
5 the Class have suffered damages, injury in fact, and ascertainable loss in an amount to be determined  
6 at trial, including repair and replacement costs and damage to other property.

7 106. Plaintiff and the Class are entitled to legal and equitable relief against LG, including  
8 damages, consequential damages, specific performance, attorney fees, costs of suit, and other relief  
9 as appropriate.  
10

11 **COUNT II**  
12 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
13 **(On Behalf of the Nationwide Class, or in the alternative, the California Subclass)**

14 107. Plaintiff and the Class re-allege and incorporate by reference the allegations contained  
15 in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

16 108. Plaintiff brings this claim individually and on behalf of the National Class, or, in the  
17 alternative, on behalf of the State Classes against LG. Plaintiff's individual claims are brought under  
18 the laws of their home states.

19 109. LG made an implied warranty to the Plaintiff and the Class that Class Dishwashers  
20 were or merchantable quality and suitable for their ordinary and intended purpose.

21 110. Through the conduct alleged herein, LG has breached the implied warranty of  
22 merchantability. The defectively designed Class Dishwashers are not fit for the ordinary and intended  
23 purpose for which Plaintiff and the Class purchased them to perform: to complete a dish washing  
24 cycle, and so in an energy efficient manner. LG knew that Plaintiff and the Class were purchasing  
25 the Class Dishwashers for this purpose and marketed the Class Dishwashers for this purpose.  
26

27 111. Plaintiff and the Class relied on LG's misrepresentations by purchasing the Class  
28 Dishwashers.

1           112. LG knew or had reason to know that Plaintiff and the Class were influenced to  
2 purchase the Class Dishwashers through LG's expertise, skill, judgement, and knowledge in  
3 furnishing the Products for their intended use. The Class Dishwashers were not merchantable quality  
4 and were not fit for their ordinary purpose because the defects in materials and/or workmanship  
5 alleged herein render them incapable of being able to complete a wash cycle without interruption  
6 and in an energy efficient manner.

7  
8           113. LG's actions, as complained of herein, breached their implied warranty that the Class  
9 Dishwashers were of merchantable quality as fit for such use, in violation of the UCC, the common  
10 law of this State, as well as the common law and statutory laws of other states.  
11 LG has failed to provide.

12  
13           114. LG has failed to provide adequate remedies under its written express warranty, which  
14 has caused the express warranty to fail its essential purpose, thereby permitting remedies under  
15 implied warranties.

16           115. LG has not sufficiently disclaimed the implied warranty of merchantability  
17 (specifically and conspicuously).

18           116. Further, the purported remedial limitations in the warranty, including limiting the  
19 "exclusive remedy" to repairs using identically defective components, are procedurally and  
20 substantively unconscionable and thus fail under UCC § 2-302, as adopted by California. LG knew  
21 or should have known that the Control Panel Defect renders Class Dishwashers susceptible to  
22 premature failure, and that LG had unequal bargaining power and misrepresented Class  
23 Dishwashers' reliability, and the limited remedies unreasonably favor LG and fail Plaintiff's  
24 reasonable expectations.  
25

26           117. LG was and is in privity with Plaintiff and the Class by law and/or by fact.  
27  
28

1 118. First, Plaintiff has had sufficient direct dealings with LG and/or its authorized dealers,  
2 franchisees, representatives, and agents to establish privity of contract.

3 119. Second, Plaintiff and the Class are intended third-party beneficiaries of contracts,  
4 including express warranties, between LG and its dealers, franchisees, representatives and agents;  
5 LG's advertisements were aimed at Plaintiff and the Class members, and LG's warranties were  
6 expressly written for the benefit of Plaintiff and Class members as end users of Class Dishwashers.  
7 LG's authorized dealers, franchisees, representatives, and agents, on the other hand, were not  
8 intended to be the ultimate consumers of Class Dishwashers and have no rights under the warranty  
9 agreements provided by LG; these intermediaries entities made no changes to LG's product, nor  
10 made any additions to the warranties issued by Defendant.

11 120. Third, LG is estopped from limiting claims for common law and statutory violations  
12 based on a defense of lack of privity.

13 121. Plaintiff and the Class have incurred damage as described herein as a direct and  
14 proximate result of the failure of LG to honor its implied warranty. In particular, Plaintiff and the  
15 Class would not have purchased the Class Dishwashers had they known the truth about their defects;  
16 nor would they have suffered the damages associated with these defects.

17 122. Plaintiff and the Class are entitled to damages, as well as reasonable attorneys' fees  
18 and costs.

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21  
22 **COUNT III**  
23 **BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS**  
24 **WARRANTY ACT (15 U.S.C. 2301, et seq.)**

25 **(On Behalf of the Nationwide Class, or in the alternative, the California Subclass)**

26 123. Plaintiff and the Class re-allege and incorporate by reference each preceding and  
27 succeeding paragraph as though fully set forth at length herein.

28 124. Plaintiff and the Class are "consumers" within the meaning of the Magnuson-Moss  
Warranty Act, 15 U.S.C. § 2301(3).

1 125. LG is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § §2301(4)-(5).

2 126. The Class Dishwashers are “consumer products” within the meaning of 15 U.S.C. §  
3 2301(1).

4 127. LG’s warranties are “written warranties” within the meaning of 15 U.S.C. §2301(6).

5 128. LG breached the express warranties by refusing and/or failing to honor the express  
6 warranties by repairing or replacing, free of charge, the defective Class Dishwashers.  
7

8 129. Plaintiff and the Class relied on the existence and length of the express warranties in  
9 deciding whether to purchase the Class Dishwashers.

10 130. LG’s breach of the express warranties has deprived Plaintiff and the Class of the  
11 benefit of their bargain.

12 131. The amount in controversy of Plaintiff’s individual claims meets or exceeds the sum  
13 or value of \$25.00. In addition, the amount in controversy meets or exceeds the sum or value of  
14 \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in  
15 this suit.  
16

17 132. LG has been afforded a reasonable opportunity to cure its breach of the written  
18 warranties and/or Plaintiff and the Class were not required to do so because providing LG a  
19 reasonable opportunity to cure its breach of written warranties would have been futile. LG was also  
20 on notice of the Control Panel Defect from the complaints and service requests it received from  
21 Plaintiff and the Class, as well as from its own warranty claims, customer complaint data, and/or  
22 parts sales data.  
23

24 133. As a direct and proximate cause of LG’s breach of the written warranties, Plaintiff  
25 and the Class sustained damages and other losses in an amount to be determine at trial. LG’s conduct  
26 damaged Plaintiff and the Class, who are entitled to recover actual damages, consequential damages,  
27  
28

1 specific performance, diminution in value, costs, including statutory attorney fees, and/or other relief  
2 as deemed appropriate.

3  
4 **COUNT IV**  
5 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT (“CLRA”)**  
6 **(Civil Code §§ 1750, *et. seq.*)**  
7 **(On Behalf of Plaintiff and the California Subclass)**

8 134. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth  
9 herein.

10 135. Plaintiff brings this Count individually and on behalf of the California Class.

11 136. Plaintiff and the California Class Members are consumers who purchased the Class  
12 Dishwashers for personal, family, or household purposes. Accordingly, Plaintiff and the California  
13 Class Members are “consumers” as that term is defined by the CLRA in Cal. Civ. Code § 1761(d).  
14 Plaintiff and the California Class Members are not sophisticated experts with independent knowledge  
15 of the manufacturing and design of the Class Dishwashers.

16 137. At all relevant times, LG’s Class Dishwashers constituted “goods” as that term is  
17 defined in Cal. Civ. Code § 1761(a).

18 138. At all relevant times, Defendant was a “person” as that term is defined in Civ. Code  
19 § 1761(c).

20 139. At all relevant times, Plaintiff’s purchase of LG Class Dishwashers, and the purchases  
21 of other Class and Subclass members, constituted “transactions” as that term is defined in Cal. Civ.  
22 Code § 1761(e). Defendant’s actions, representations, and conduct have violated, and continue to  
23 violate the CLRA, because they extend to transactions that intended to result, or which have resulted  
24 in, the sale of goods to consumers.

25 140. The policies, acts, and practices described in this Complaint were intended to and did  
26 result in the sale of LG Class Dishwashers to Plaintiff and the Class. Defendant’s practices, acts,  
27 policies, and course of conduct violated the CLRA §1750 *et seq.* as described above.  
28

1           141. Defendant represented that LG Class Dishwashers have sponsorship, approval,  
2 characteristics, uses, benefits, or quantities which they do not have in violation of Cal. Civ. Code  
3 § 1770(a)(5).

4           142. Defendant represented that the Products were of a particular standard, quality, and  
5 grade, when they were of another, in violation of California Civil Code § 1770(a)(7).

6           143. Defendant violated California Civil Code §§ 1770(a)(5) and (a)(7) by representing  
7 that LG Class Dishwashers were effective at being high-quality, durable, and energy-efficient  
8 products despite the fact that the Control panel has inherent Defects rendering the Products neither  
9 effective nor energy-efficient.  
10

11           144. Defendant represented that LG Class Dishwashers were of a particular standard or  
12 quality when Defendant was aware that they were of another in violation of § 1770(a)(7) of the  
13 CLRA. Defendant maintained that the Products were high-quality, durable and energy-efficient  
14 when in fact they were not.  
15

16           145. Defendant advertised LG Class Dishwashers with the intent not to sell them as  
17 advertised in violation of § 1770(a)(9) of the CLRA. Defendant did not intend to sell LG Class  
18 Dishwashers as advertised because they knew that the Control Panel Defect would cause the Products  
19 to be inefficient in terms of both dishwashing and energy consumption.  
20

21           146. Plaintiff and the California Class Members suffered injuries caused by Defendant's  
22 misrepresentations because: (a) Plaintiff and the Class Members would not have purchased LG Class  
23 Dishwashers if they had known the true facts; (b) Plaintiff and the Class paid a price for the Products  
24 due to LG's misrepresentations of the Class Dishwashers; and (c) LG Class Dishwashers did not  
25 have the level of quality, effectiveness, or value as promised.  
26  
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1 147. Prior to the filing of this Complaint, a CLRA notice letter was served on Defendant  
2 which complies in all respects with California Civil Code § 1782(a). The letter was sent on March  
3 10, 2022. Defendant undertook no remedial action after receiving the letter.

4 148. Plaintiff seeks all available relief under the CLRA.

5  
6 **COUNT V**  
7 **VIOLATION OF THE FALSE ADVERTISING LAW**  
8 **(Business & Professions Code §§17500 *et seq.*)**  
9 **(On Behalf of Plaintiff and the California Subclass)**

10 149. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth  
11 herein.

12 150. Plaintiff brings this Count on behalf of the California Class.

13 151. California’s FAL (Bus. & Prof. Code §§17500, *et seq.*) makes it “unlawful for any  
14 person to make or disseminate or cause to be made or disseminated before the public in this state, . .  
15 . in any advertising device . . . or in any other manner or means whatever, including over the Internet,  
16 any statement, concerning . . . personal property or services, professional or otherwise, or  
17 performance or disposition thereof, which is untrue or misleading and which is known, or which by  
18 the exercise of reasonable care should be known, to be untrue or misleading.”

19 152. Throughout the Class Period, Defendant committed acts of false advertising, as  
20 defined by the FAL, by using false and misleading statements to promote the sale of LG Class  
21 Dishwashers, as described above, and including, but not limited to, that the Products leave dishes  
22 “virtually spotless[,]” that the products have “stellar drying and stain removal abilities”<sup>19</sup> and are  
23 among the most energy efficiency dishwashers available in the marketplace. Indeed, LG uniformly  
24 marketed each and every Class Dishwasher as “among the most energy-efficient in [their] class” and  
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<sup>19</sup> *Dishwashers*, LG, <https://www.lg.com/us/dishwashers> (last visited February 22, 2022).



1 utilizing “energy- and water-saving features ... [that] help reduce your energy and water  
2 consumption.”<sup>20</sup>

3 153. Defendant knew or should have known through the exercise of reasonable care that  
4 their statements were untrue and misleading.

5 154. Defendant’s actions in violation of the FAL were false and misleading such that the  
6 general public is and was likely to be deceived.

7 155. As a direct and proximate result of these acts, consumers have been and are being  
8 harmed. Plaintiff and members of the Class have suffered injury and actual out-of-pocket losses as  
9 a result of Defendant’s FAL violation because: (a) Plaintiff and the Class would not have purchased  
10 LG Class Dishwashers if they had known the true facts regarding the effectiveness and contents of  
11 the products; (b) Plaintiff and the Class paid a price due to the misrepresentations of LG Class  
12 Dishwashers; and (c) Class Dishwashers did not have the promised quality, effectiveness, or value.

13 156. Plaintiff brings this action pursuant to Bus. & Prof. Code § 17535 for injunctive relief  
14 to enjoin the practices described herein and to require Defendant to issue corrective disclosures to  
15 consumers. Plaintiff and the California Class are therefore entitled to: (a) an order requiring  
16 Defendant to cease the acts of unfair competition alleged herein; (b) full restitution of all monies  
17 paid to Defendant as a result of their deceptive practices; (c) interest at the highest rate allowable by  
18 law; and (d) the payment of Plaintiff’s attorneys’ fees and costs pursuant to, inter alia, California  
19 Code of Civil Procedure §1021.5.

20  
21  
22  
23 **COUNT VI**  
24 **VIOLATION OF THE “UNLAWFUL PRONG” OF THE UNFAIR COMPETITION LAW**  
25 **(Bus. & Prof. Code §§ 17200 *et seq.*)**  
26 **(On Behalf of Plaintiff and the California Subclass)**

27 <sup>20</sup> *Coming Soon: Top Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG,  
28 <https://web.archive.org/web/20170525074839/https://www.lg.com/us/dishwashers/lg-LDP6797BB-top-control-dishwasher> (last visited February 22, 2022).

1           157. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth  
2 herein.

3           158. Plaintiff brings this Count on behalf of the California Class.

4           159. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent part: “Unfair  
5 competition shall mean and include unlawful, unfair, or fraudulent business practices and unfair,  
6 deceptive, untrue or misleading advertising ....” The UCL also provides for injunctive relief and  
7 restitution for UCL violations.  
8

9           160. “By proscribing any unlawful business practice, section 17200 borrows violations of  
10 other laws and treats them as unlawful practices that the UCL makes independently actionable.” *Cel-*  
11 *Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180 (1999)  
12 (citations and internal quotation marks omitted).  
13

14           161. Virtually any law or regulation – federal or state, statutory, or common law – can  
15 serve as a predicate for an UCL “unlawful” violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal. App.  
16 4th 1342, 1383 (2012).  
17

18           162. Defendant violated the “unlawful prong” by violating the CLRA and the FAL, as well  
19 as by breaching express and implied warranties as described herein.

20           163. As a direct and proximate result of these acts, consumers have been and are being  
21 harmed. Plaintiff and members of the Class have suffered injury and actual out-of-pocket losses as  
22 a result of Defendant’s UCL “unlawful prong” violation because: (a) Plaintiff and the Class would  
23 not have purchased LG Class Dishwashers if they had known the true facts regarding the  
24 effectiveness and contents of the products; (b) Plaintiff and the Class paid a price due to the  
25 misrepresentations of LG Class Dishwashers; and (c) LG Class Dishwashers did not have the  
26 promised quality, effectiveness, or value.  
27

28           164. Plaintiff and the California Class seek all available relief under the UCL.

1 **COUNT VII**  
2 **VIOLATION OF THE “FRAUDULENT PRONG” OF THE UNFAIR COMPETITION**  
3 **LAW (Bus. & Prof. Code §§ 17200 *et seq.*)**  
4 **(On behalf of Plaintiff and the California Subclass)**

5 165. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth  
6 herein.

7 166. Plaintiff brings this Count on behalf of the California Class.

8 167. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent part: “Unfair  
9 competition shall mean and include unlawful, unfair, or fraudulent business practices and unfair,  
10 deceptive, untrue or misleading advertising ....”

11 168. Defendant’s conduct, described herein, violated the “fraudulent” prong of the UCL  
12 because Defendant represented that LG Class Dishwashers would fulfill their ordinary and intended  
13 purpose, when, in fact, they do not. As described above, Defendant misrepresented that the LG Class  
14 Dishwashers leave dishes “virtually spotless[,]” have “stellar drying and stellar drying and stain  
15 removal abilities”<sup>21</sup> and are “among the most energy-efficient in [their] class” utilizing “energy- and  
16 water-saving features ... [that] help reduce your energy and water consumption.”<sup>22</sup>

17 169. Plaintiff and the California Class Members are not sophisticated experts with  
18 independent knowledge of the manufacturing and design of the Class Dishwashers, and they acted  
19 reasonably when they purchased Defendant’s Products based on their belief that Defendant’s  
20 representations were true.  
21

22 170. Defendant knew or should have known, through the exercise of reasonable care, that  
23 their representations about the Products were untrue and misleading.  
24  
25  
26

27 <sup>21</sup> Dishwashers, LG, <https://www.lg.com/us/dishwashers> (last visited February 22, 2022).

28 <sup>22</sup> *Coming Soon: Top Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://web.archive.org/web/20170525074839/https://www.lg.com/us/dishwashers/lg-LDP6797BB-top-control-dishwasher> (last visited February 22, 2022).

1 171. As a direct and proximate result of these acts, consumers have been and are being  
2 harmed. Plaintiff and members of the Class have suffered injury and actual out-of-pocket losses as  
3 a result of Defendant’s UCL “fraudulent prong” violation because: (a) Plaintiff and the Class would  
4 not have purchased LG Class Dishwashers if they had known the true facts regarding the  
5 effectiveness and contents of the Products; (b) Plaintiff and the Class paid a price due to the  
6 misrepresentations of LG Class Dishwashers; and (c) LG Class Dishwashers did not have the  
7 promised quality, effectiveness, or value.  
8

9 172. Plaintiff and the California Class seek all available relief under the UCL.

10 **COUNT VIII**  
11 **VIOLATION OF THE “UNFAIR PRONG” OF THE UNFAIR COMPETITION LAW**  
12 **(Bus. & Prof. Code §§ 17200 et seq.)**  
13 **(On Behalf of Plaintiff and the California Subclass)**

14 173. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth  
15 herein.

16 174. Plaintiff brings this Count on behalf of the California Class.

17 175. The UCL, Bus. & Prof. Code § 17200 et seq., provides, in pertinent part: “Unfair  
18 competition shall mean and include unlawful, unfair or fraudulent business practices and unfair,  
19 deceptive, untrue or misleading advertising ....”

20 176. Defendant’s misrepresentations and other conduct, described herein, violated the  
21 “unfair” prong of the UCL in that their conduct is substantially injurious to consumers, offends public  
22 policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct  
23 outweighs any alleged benefits. Defendant’s conduct is unfair in that the harm to Plaintiff and the  
24 Class arising from Defendant’s conduct outweighs the utility, if any, of those practices.

25 177. Defendant’s practices as described herein are of no benefit to consumers who are  
26 tricked into paying high prices for dishwashing- and energy-efficiency. Defendant’s practices are  
27 also substantially injurious to consumers because, among other reasons, consumers may forego other  
28

1 appliances that are energy-efficient because of their mistaken belief that their Class Dishwashers will  
2 help reduce their energy-consumption.

3 178. As a direct and proximate result of these acts, consumers have been and are being  
4 harmed. Plaintiff and members of the Class have suffered injury and actual out-of-pocket losses as  
5 a result of Defendant's UCL "unfair prong" violation because: (a) Plaintiff and the Class would not  
6 have purchased LG Class Dishwashers if they had known the true facts regarding the effectiveness  
7 and contents of the products; (b) Plaintiff and the Class paid a price due to the misrepresentations of  
8 LG Class Dishwashers; and (c) LG Class Dishwashers did not have the promised quality,  
9 effectiveness, or value.  
10

11 179. Plaintiff and the California Class seek all available relief under the UCL.  
12

13  
14 **COUNT IX**  
**COMMON LAW FRAUD**

15 **(On Behalf of the Nationwide Class, or in the alternative, the California Subclass)**

16 180. Plaintiff and the Class re-allege and incorporate by reference the allegations contained  
17 in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

18 181. Defendant made material misstatements of fact to Plaintiff and the Class regarding  
19 the defective nature of the Class Dishwashers, the performance capacity and longevity of the Class  
20 Dishwashers.

21 182. These misstatements were made by Defendant with knowledge of their falsity, and  
22 with the intent that Plaintiff and the Class would rely upon them.

23 183. As described herein, Defendant fraudulently sold the Class Dishwashers with the  
24 Control Panel Defect, then published a TSB to correct this Control Panel Defect only to certified  
25 sellers, not consumers.  
26

27 184. At the time Defendant made these misrepresentations and omissions, and at the time  
28 Plaintiff and the Class purchased the LG Dishwashers, Plaintiff and the Class were unaware of the

1 falsity of these misrepresentations, and reasonably believed Defendant's contentions about the high  
2 quality and long-lasting nature of the Class Dishwashers to be true.

3 185. In making these misrepresentations and concealments, Defendant knew they were  
4 false and that the Class Dishwashers were designed with the Control Panel Defect and intended that  
5 Plaintiff and the Class would rely upon such misrepresentations.  
6

7 186. Plaintiff and the Class did, in fact, rely upon Defendant's misrepresentations and  
8 omissions concerning the performance capabilities of the Class Dishwashers, and their longevity as  
9 a high-quality dishwasher.

10 187. As a direct and proximate result of Defendant's deceptive, fraudulent, and unfair  
11 practices, Plaintiff and the Class have suffered an injury in fact and/or actual damages in an amount  
12 to be determined at trial.  
13

14 188. Plaintiff, on behalf of himself and all others similarly situated, demand judgment  
15 against Defendant for damages and declaratory relief.  
16

17 **COUNT X**  
**UNJUST ENRICHMENT**

18 **(On Behalf of the Nationwide Class, or in the alternative, the California Subclass)**

19 123. Plaintiff hereby re-alleges and incorporates all allegations contained in the preceding  
20 paragraphs as if fully set forth herein.

21 124. To the extent required by law, this count is alleged in the alternative, as permitted  
22 under F.R.C.P. 8.

23 125. Plaintiff and the other members of the Classes conferred benefits on Defendant by  
24 purchasing the Products.  
25

26 126. Defendant has been unjustly enriched in retaining the revenues derived from the  
27 purchase of the Products by Plaintiff and the other members of the Classes.  
28

1 127. Retention of those monies under these circumstances is unjust and inequitable  
2 because Defendant misrepresented the Products to consumers, which caused injuries to Plaintiff and  
3 the other members of the Classes because they would have not purchased the Products if Defendant  
4 had disclosed that the Products did not function as advertised.

5  
6 128. Because Defendant’s retention of the non-gratuitous benefits conferred on them by  
7 Plaintiff and the other members of the Classes is unjust and inequitable, Defendant must pay  
8 restitution to Plaintiff and the other members of the Classes for their unjust enrichment, as ordered  
9 by the Court.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff prays for relief and judgment, as follows:

- 12
- 13 A. Determining that this action is a proper class action;
  - 14 B. For an order declaring that LG’s conduct violates the statutes referenced herein;
  - 15 C. Awarding compensatory and punitive damages in favor of Plaintiff, members of the  
16 Class, and the California Class against LG for all damages sustained as a result of the LG’s  
17 wrongdoing, in an amount to be proven at trial, including interest thereon;
  - 18 D. Awarding injunctive relief against LG to prevent LG from continuing their ongoing  
19 unfair, unconscionable, and/or deceptive acts and practices;
  - 20 E. For an order of restitution and/or disgorgement and all other forms of equitable  
21 monetary relief;
  - 22 F. Awarding Plaintiff and members of the Class their reasonable costs and expenses  
23 incurred in this action, including counsel fees and expert fees; and  
24
  - 25 G. Awarding such other and further relief as the Court may deem just and proper.  
26

27 **JURY DEMAND**

28 Plaintiff hereby demands a trial by jury on all claims so triable in this action.

1 Dated: April 19, 2022

Respectfully submitted,

2  
3 By: /s/ Alex R. Straus  
Alex R. Straus

4  
5 **MILBERG COLEMAN BRYSON PHILLIPS**  
6 **GROSSMAN, PLLC**  
7 Alex R. Straus (State Bar No. 321366)  
8 280 S. Beverley Drive  
9 Beverly Hills, CA 90212  
10 Telephone: (917) 471-1894  
11 Facsimile: (310) 496-3176  
12 E-Mail: [astraus@milberg.com](mailto:astraus@milberg.com)

13 Gregory F. Coleman\*  
14 Adam A. Edwards\*  
15 **MILBERG COLEMAN BRYSON PHILLIPS**  
16 **GROSSMAN, PLLC**  
17 800 S. Gay Street, Suite 11000  
18 Knoxville, Tennessee 37929  
19 Telephone: (865) 247-0080  
20 Facsimile: (865) 522-0049  
21 E-Mail: [gcoleman@milberg.com](mailto:gcoleman@milberg.com)  
22 E-Mail: [aedwards@milberg.com](mailto:aedwards@milberg.com)

23 Mitchell M. Breit\*  
24 **MILBERG COLEMAN BRYSON PHILLIPS**  
25 **GROSSMAN, PLLC**  
26 405 E. 50<sup>th</sup> Street  
27 New York, NY 10023  
28 Telephone: (212) 594-5300  
Facsimile: (865) 522-0049  
E-Mail: [mbreit@milberg.com](mailto:mbreit@milberg.com)

*Attorneys for Plaintiff and the Proposed Class*  
*\*Pro hac vice forthcoming*