

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**SUSAN ZABRANSKY, on behalf of  
herself and all others similarly  
situated,**

**Plaintiff,**

**vs.**

**SAMSUNG ELECTRONICS  
AMERICA, INC. and SAMSUNG  
ELECTRONICS CO., LTD.,**

**Defendants.**

**CIVIL ACTION NO.:**

**CLASS ACTION COMPLAINT,  
JURY DEMAND AND DESIGNATION OF  
TRIAL COUNSEL**

Plaintiff Susan Zabransky, on behalf of herself and all others similarly situated, for their Complaint against the Defendants, Samsung Electronics America, Inc. (“SEA”) and Samsung Electronics Co., Ltd. (“SEC”) (collectively, “Samsung” or “Defendants”), state as follows:

**IDENTIFICATION OF PARTIES**  
**(L.CIV.R 10.1)**

1. The names and address of the parties to this action are (a) Susan Zabransky [insert address], (b) Samsung Electronics America, Inc., a corporation of the State of New York, with a principal place of business at 85 Challenger Road, Ridgefield, New Jersey 07669, and (c) Samsung Electronics Co., Ltd, formed under the laws of the Republic of Korea and with a principal place of business located at 85 Challenger Road, Ridgefield Park, New Jersey 07669.

**INTRODUCTION**

2. This class action arises from the defective design and/or manufacture of Samsung top-loader washing machines. Plaintiffs bring this action for actual damages, equitable relief, including restitution, injunctive relief, and disgorgement of profits, and all other relief available

on behalf of themselves and all similarly-situated individuals and entities (the “Class” or “Class Members”) who own or have owned Samsung top-loader washing machines sold by the Defendants, Samsung Electronics America, Inc. and Samsung Electronics Co., Ltd. containing a defect that causes the flange on the bottom of the tub of the washing machines to corrode prematurely; in many instance in as soon as less than one year after purchase. The corroding flange results in tiny particles from the flange to be released into the washing machine during washing cycles which ultimately results in these particles attaching to clothing and clogging hoses preventing water from properly draining the machine or getting trapped in the impeller causing the washer to stop draining. Further, mold and other debris builds up on the corroded flange which also ends up releasing into the washing machine and ultimately onto clothing. (the “Flange Defect”).

3. Samsung knew about the Flange Defect as early as 2013 when it started receiving complaints from consumers. *See infra*, at ¶¶ 56-58.

4. When consumers complain about the Flange Defect, Samsung simply responds by informing the consumer how to clean the tub of the washing machine. In some instances, Samsung offers to send out a service technician but at the customer’s expense, many times costing close to \$100 as a service call fee.

5. Class Members who have attempted to replace the flange either cannot locate the appropriate replacement part or have to pay close to \$200 for a replacement flange (not including labor costs). However, a new flange, made of the same material, only provides a band aide type fix as the replacement flange will also corrode in a short period of time.

6. Samsung knew, or was reckless in not knowing, at or before the time it sold the first unit, that the Samsung Washing Machines contained the Flange Defect. Samsung had sole and exclusive possession of this knowledge.

7. Notwithstanding this knowledge, Samsung uniformly concealed this material information in its marketing, advertising, and sale of the Washing Machines, which Samsung knew to be defective, both at the time of sale and on an ongoing basis.

8. At all times, Samsung uniformly concealed the Flange Defect from Plaintiff and all consumers of Samsung Washing Machines and failed to remove Plaintiff's Washing Machines from the marketplace or take adequate remedial action. Instead, Samsung sold Plaintiff's Washing Machine even though it knew, or was reckless in not knowing, that its Washing Machines were defectively designed or manufactured and would ultimately result in the flange prematurely deteriorating causing tiny aluminum particles and debris to attach to clothing and clog hoses, or getting caught in the impeller preventing water from properly draining the machine during wash cycles due to the Flange Defect.

9. As a consequence of Samsung's active and ongoing concealment of the Flange Defect, Plaintiff and the Class Members purchased and currently own defective Washing Machines and have incurred damages.

10. Moreover, in addition to affirmatively misleading the Class Members, Samsung routinely declined to provide Class Members warranty repairs or other remedies for the Flange Defect.

11. Affected washing machines include Samsung top load washings machines made with an aluminum spider arm shaft flange which include, but are not limited to, washing machines with the following model numbers: WA52M7750AV/A4, WA55CG7100/AWUS,

WA50R5200AV/A4, WA55A7300AE/US, WA47CG3500AV/A4, WA45T3200AW/A4 (hereinafter collectively “Washing Machines”). Upon information and belief, the Washing Machines were made, marketed, distributed and sold by Samsung from 2012 to the present.

12. Plaintiffs assert claims on behalf of themselves and the Subclass Members under the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1, *et seq.*) and Violations of the Truth-in-Consumer Contract, Warranty and Notice Act (“TCCWNA”). Plaintiffs also assert claims on behalf of themselves and the Class for fraudulent concealment/nondisclosure, breach of implied and express warranties and unjust enrichment.

13. The Class and Subclass Members could not themselves have reasonably discovered the design errors, faulty materials, substandard installation and manufacturing defects in the Washing Machines before buying Washing Machines.

14. Had Samsung disclosed the Washing Machines’ Flange Defect, the Class and Subclass Members would not have bought the Washing Machines, or would have paid lower prices for them.

15. Plaintiffs seek actual damages, injunctive relief, restitution and/or disgorgement of profits, statutory damages, attorneys’ fees, costs, and all other relief available to the Class.

## **PARTIES**

### **Defendant**

16. Samsung Electronics America, Inc., a corporation of the State of New York, with a principal place of business at 85 Challenger Road, Ridgefield, New Jersey 07669.

17. Samsung Electronics Co., Ltd, formed under the laws of the Republic of Korea and with a principal place of business located at 85 Challenger Road, Ridgefield Park, New Jersey 07669

18. Samsung is in the business of manufacturing and selling consumer electronics including home appliance products such as refrigerators, washers and dryers and kitchen appliances.

**Plaintiff**

19. Plaintiff, Susan Zabransky is an individual and citizen of the State of New Jersey, County of Morris, City of Montville. She purchased for personal and family use a Samsung 5.2 Cu. Ft. Activewash™ Top Load washing machine, model number WA52M7750AV/A4 from Lowes in Butler, New Jersey on February 15, 2019.

20. Plaintiff chose to purchase the Samsung 5.2 Cu. Ft. Activewash™ Top Load washing machine, model number WA52M7750AV/A4 because of its advertised self-clean feature which, according to the advertisement, “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high-speed spinning to remove dirt and bacteria.” Moreover, Plaintiff also relied on Samsung’s advertising of the washing machine’s ability to accommodate larger loads which would ultimately save Plaintiff time. Indeed, Samsung advertised that “washer capacity has a direct impact on how much time you spend doing laundry. Larger tub size means fewer loads, and fewer loads mean more time doing other things you love.”

<https://www.samsung.com/us/business/home-appliances/washers/top-load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/#features>

21. In reliance on these advertised features, Plaintiff paid \$679.00 plus tax for their Samsung washing machine.

22. Plaintiff began experiencing the effects of the Flange Defect in November 2023 when she noticed aluminum or metallic particles in her washing machine and also on her

grandson's clothing which she regularly washes using her washing machine when she watches her grandson at her house.

23. Plaintiff immediately contacted Samsung multiple times both via phone and text message and was given the proverbial run-around.

24. The Samsung representatives instructed Plaintiff to just clean the washing machine with bleach on the self-clean cycle. Plaintiff tried this no less than three times but aluminum/metallic particles continued to manifest in the washing machine.

25. Plaintiff then contacted Samsung to inform them that using bleach on the self clean cycle did not work. She requested that Samsung send out a repair person to fix the Flange Defect. However, Samsung refused to cover an attempted repair under warranty.

26. In fact, when Plaintiff requested that the repair be covered under warranty, Vallivelu of Samsung Care informed Plaintiff that she would have to pay for all labor associated with an attempted repair. Shortly after Plaintiff's text exchange with Samsung Care, a Samsung Service company texted her that she would have to pay \$95.00 just for the service company to diagnose the problem with the washing machine.

27. Plaintiff then again demanded that the repair be covered under warranty due to a "defective aluminum flange underneath the agitator that is crumbling [and] Samsung is aware of the problem."

28. Samsung instructed Plaintiff to fill out another service request ticket which Plaintiff did.

29. However, as of the date of this Complaint, Samsung has failed to repair the Plaintiff's washing machine and it still suffers from the Flange Defect.

30. In fact, most recently, debris from the deteriorating flange caused Plaintiff's washing machine to stop and issue a "5c" code indicating the washing machine stopped draining water. Upon inspection, Plaintiff determined that a huge chunk of debris was stuck in the impeller and the debris from the flange clogged hoses preventing water from draining.

31. In complete contrast to the advertisements Plaintiff relied on in purchasing the washing machine, the self clean feature does not clean the machine of the tiny aluminum particles and debris in the machine and the advertised features have certainly not saved her time. Indeed, loads are taking longer due to the washing machine stopping due to the "5c" error code from debris clogging hoses and also because Plaintiff has to rewash many clothes after finding particles and debris on them as a result of the Flange Defect.

32. As a result of Samsung's failure to remedy its Washing Machines' known Flange Defects, the Plaintiff has suffered various damages, including, but not limited to:

- a. Repair and/or replacement costs;
- b. Time spent in arranging and obtaining repairs; and
- c. Inconvenience

### **JURISDICTION AND VENUE**

33. This Court has original subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. §§ 1332(d) and (6) because (i) the number of Class Members is 100 or more; (ii) the Class Members' damages, the aggregate amount in controversy exclusive of interest and costs, exceeds \$5,000,000; and (iii) minimal diversity exists because at least one of the Class Plaintiffs and one Defendant are citizens of different states.

34. This Court has supplemental and pendent jurisdiction over the Class Plaintiff's state law claims under 28 U.S.C. § 1367.

35. Personal Jurisdiction is proper in this Court because of Samsung's many and important contacts with the State of New Jersey. Samsung's principal place of business is in New Jersey and has a registered agent authorized to accept service of process in the State of New Jersey. This Court's exercise of jurisdiction over Samsung offends neither notions of fair play and substantial justice, nor any other due process principles. Samsung reasonably could expect to be summoned before the courts of the State of New Jersey.

36. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1). For purposes of venue under 28 U.S.C. § 1391(b), Samsung, a corporation, is deemed to reside in any judicial district, including this one, in which Samsung is subject to personal jurisdiction at the time this action is commenced, according to 28 U.S.C. § 1391(c). Samsung is subject to personal jurisdiction in this judicial district because Samsung's principal place of business is in New Jersey and it regularly does business in, has places of operation in, generates substantial revenues and profits in New Jersey and can be found in this judicial district. Venue is also proper in this judicial district under 28 U.S.C. § 1391(c), because a substantial part of the events or omissions giving rising to the Class Plaintiffs' claims took place in this judicial district.

### **BACKGROUND**

37. Samsung is a leading manufacturer of consumer electronics including home appliances. Samsung has designed, manufactured, warranted, marketed, advertised and sold several product lines of washing machines. Samsung sells washing machines through major retail stores such as Best Buy, Lowes and Home Depot to consumers throughout the United States. Samsung washing machines are generally available in two types: (1) Top Load washers, and (2) Front Load washers, with retail prices ranging from \$699.99 to \$1,999.99.



38. Samsung uniformly markets its washing machines as highly-rated, top-of-the-line appliances. For example, Samsung describes its washing machines as featuring unique patented features such as “Activewash™ Technology,” and its “VRT Plus® Technology” which “reduces noise to an incredibly low level [with an] innovative tub design [that] balances heavy loads quietly and with ease.” It also promotes its “Swirl drum interior” which “helps extend clothing life by treating fabrics gently. Small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results.” Moreover, Samsung boasts its “self-clean” feature with “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria,” and its “stainless steel pulsator” which is “more durable and prevents scratches or nicks from metal zippers.” See Samsung washing machine product descriptions at <https://www.samsung.com/us/business/home-appliances/washers/top-load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/#features>. .

39. Consequently, consumers are willing to pay more for Samsung products than those offered by competitors, even when those products have similar features and consumers have come to expect that Samsung brand products will be of high quality, durable and reliable.

### **The Defect**

40. The Washing Machines fail to perform as advertised, because their top load washing machines contain a defect that causes the flange on the bottom of the tub of the washing machines to corrode prematurely; in many instance in as soon as less than one year after purchase, resulting in tiny particles from the flange to be released into the washing machine during washing cycles which ultimately results in these particles attaching to clothing and clogging hoses preventing water from properly draining the machine, and/or getting caught in the impeller (as previously defined, the “Flange Defect”). Further, mold and other debris builds up on the

corroded flange which also ends up releasing into the washing machine and ultimately onto clothing.”

41. Samsung failed to adequately design, manufacture, and/or test the Washing Machines to ensure they were free from defects at the time of sale.

42. At all relevant times, Plaintiff used their Washing Machine in a foreseeable manner and in the manner in which they were intended to be used.

43. The Flange Defect, which manifests during the expected useful life of the Washing Machines, both within and outside applicable warranty periods, is substantially likely to prevent the Washing Machines from performing their essential function, making it impossible for Plaintiffs to use their Washing Machines as intended during their expected useful life.

44. The Flange Defect rendered the Washing Machines unfit for the ordinary purpose for which washing machines are sold at the time they were sold to Plaintiff and members of the Class.

45. The Flange Defect has necessitated and will continue to necessitate replacement of and/or costly repairs to the Washing Machines.

46. The Washing Machines have a uniform design defect and/or manufacturing defect that causes an essential component of the Washing Machines to corrode prematurely resulting in tiny particles and mold and debris to be released into the washing machine and ultimately become attached to clothing and clog hoses preventing water from properly draining the machine.

**Plaintiff’s and Class Members’ Reasonable Expectations**

47. In purchasing their washing machine, Plaintiff legitimately expected the washing machine to operate in accordance with all of its intended purposes – cleaning laundry without metallic particles and moldy debris attaching to clothing and clogging hoses and the impeller preventing water from properly draining the machine.

48. Plaintiff and the Class Members reasonably expected the Washing Machines to clean their laundry, rather than make it dirtier by causing metallic particles and moldy debris to attach to the clothing during laundry cycles and clog hoses and the impeller preventing water from properly draining the machine.

49. Plaintiff and the Class Members reasonably expected Samsung to disclose the existence of the Flange Defect that was known to Samsung at the time of sale, namely that an essential component of the Washing Machines would corrode prematurely resulting in tiny particles and mold and debris to be released into the washing machine and ultimately become attached to clothing and clog hoses preventing water from properly draining the machine.

50. Because of the Flange Defect, Plaintiff's washing machine failed during its expected useful life, within or outside applicable warranty periods.

51. As a result of the Flange Defect alleged herein, Plaintiff experienced failure of her washing machine, did not get what she paid for, and has incurred actual damages.

**Samsung was Aware of the Defect**

52. Before it sold the Washing Machines, Samsung knew, or was reckless in not knowing, that the Washing Machines contained the Flange Defect that was known to Samsung at the time of sale, namely that an essential component of the Washing Machines would corrode prematurely resulting in tiny particles and mold and debris to be released into the washing machine and ultimately become attached to clothing and clogging hoses preventing water from properly draining the machines.

53. Samsung did not implement a plan to properly address the Flange Defect and instead manufactured and sold subsequent models that contained the same Flange Defect.

54. Samsung customers have indicated that beginning as early as 2013 they notified and complained to Samsung about the Flange Defect.

55. Upon information and belief, the Flange Defect was a known issue to Samsung at or about the time it began distributing Washing Machines with the components containing the Flange Defect.

56. Consumers, including Plaintiff, have complained repeatedly to Samsung about this Flange Defect, but Samsung refuses to properly address and rectify the problem and has failed and refused to reimburse customers for repairs, citing expired warranty periods.

The following is a small sample of consumer complaints regarding the Flange Defect and Samsung's refusal to properly address it, as detailed on Consumer Affairs's website at

[https://www.consumeraffairs.com/homeowners/samsung\\_washer.html#scroll\\_to\\_reviews=true](https://www.consumeraffairs.com/homeowners/samsung_washer.html#scroll_to_reviews=true) :

A. Denver, CO

Reviewed Oct. 8, 2023

For the last 3-4 years I have owned a Samsung Washer and Dryer. Top loading washer and steam dryer...Spent a ridiculous amount of money on the set from Lowes - over \$2K. It is by far the worst purchase I have ever made in my life and by far the worst purchase I ever made from Samsung. Since having these units, doing the laundry has been a nightmare. The top loader doesn't allow me to control water levels so most of the time the clothes do not get properly washed, nor can I soak clothing with a prewash; the agitation and spin tie your clothing into knots so when you pull them from the machine they are ridiculously wrinkled and hard to smooth out...**and debris remains in the bottom of the machine so that it can attach to other loads of laundry.** I rue the day I purchased these units!

The dryer is not any better. It also ties things up in knots and therefore does not dry the clothing. So that energy efficiency you are looking for....doesn't exist because you have to dry the clothing for HOURS. Samsung should be ashamed of themselves for selling these products

and should have refunded every unit they sold where people were unhappy. Instead, they made the warranty on this so small and the service to fix ridiculously expensive. My problem now is that I have such a strong negative feeling about this purchase - I'm less interested in purchasing other items from them anymore...including my phone, laptops, TVs.

Looking at this website, two things come to mind. 1) Doesn't seem like they have Samsung Washer and Dryer as an option? Why? Did they stop selling them? and 2) The reviews that have been put up about their washers and dryers show 41% of individuals gave it a 1 star Rating...and this person concurs. If I could give 0 stars that would be my rating. I feel so strongly about this that every time I do my laundry...I am inclined to post another negative review on whichever site is providing reviews on these products so that other people do not end up in the same place as I.

DeborahKnoxville, TN

Reviewed April 16, 2023

I bought my washer about five years ago. It had completely rusted around the area where you put bleach. ***It is also rusting on the other side of the drum.*** I can't use it anymore because it is ruining all my clothes would never buy a Samsung washer again in my life! I owned a Maytag prior to this for 30 years and never had any problems.

TeriOsseo, MN

Reviewed March 11, 2023

We purchased a Samsung top load washer due to the available features. After 4 short years we noticed bubbles in the enamel around the top of lid closure and detergent dispenser, very soon after rust was dropping in every load of clothes. Occasionally we noticed a moldy smell, tried all the usual antidotes to curb the smells, finally took the

washer completely apart for a cleaning and mold was everywhere! ***Samsung uses cheap pot metal for the bottom of the drum in which divots are created where water sits and mold grows.*** Contacted Samsung, our only option is to hire a technician to come replace any parts, all on our dime. Unacceptable in our opinion.

Alan  
Green Lake, WI

Reviewed Sept. 23, 2020

Will never buy this washer again. Had speed queen before. Wanted black stainless. Dirt doesn't rinse out of machine, next load the dirt will be deposited on it in chunks. Have taken washer apart (have pictures). ***Agitator fills with dirt between stainless and plastic bottom. Bottom, under stainless drum, had 1/4 inch of dirt. Washed out with garden hose 3 times, reassembled, worked good for about 10 loads.*** I have pictures and am willing to send if interested. Samsung tech was no help. Said to reset computer part of machine. That does not remove the dirt. Neither did the "Self clean". My contact info \*\*. Someone from Samsung was going to be in touch, never happened. Have been taking apart every 15 loads and clean with pressure water hose, rinse 2 times. Good to go till next time.

Christine  
Fenton, MI

Reviewed June 10, 2020

I am the sorry owner of a Samsung washer that is only 1 year and 5 months old. I had ***noticed brown, slimy residue in the bottom of the machine on and off for a while.*** I routinely used the self clean feature (as directed by the manual). Then, I started noticing the issue getting worse and worse. So I ran the self clean cycle at least twice a week--to no avail. After doing some research of my own online, ***I saw that the problem lies within the outer tub (which contains the inner drum). That is where this brown slime is accumulating.*** The terrible smell

from the wash machine permeates the entire house. This entire situation is wrong on so many levels. I found a forum online and was horrified at just how many people were having this same problem and finding out that Samsung has known about this defect for a long time and has done nothing about it. I am hoping someone can help us get our money back and get this product off the market.

Anna  
Janesville, WI

Reviewed March 30, 2020

My family bought a VRT upload washer less than 2 years ago and now every time I go to use it I smell mold. ***I get gray mushy particles after my laundry comes out and very often I have to wipe it out with a paper towel and disinfect it.*** I'm positive there is mold growing under the bottom of the barrel, the bleach pocket, and in the detergent dispenser. There is pink stuff sitting underneath the detergent dispenser and who knows what type of mold is growing there. I will never buy one again.

Bill  
Wallingford, CT

Reviewed Feb. 2, 2020

Samsung washer needed rubber boot seal around front load door. **On top load washers the “spider legs” on the base of the machine are made of pot metal. These legs/arms hold the shaft that turns the drum. They all will rust/deteriorate in a short time from water/dampness. Very poor engineering.** Samsung dryer DV210AEW/CAA purchased 2011 has needed a new belt tensioner because the ball bearings in it failed. It also needed a new heating coil because the original one “exploded” or popped. Finally my 45” Samsung tv stopped working. There are 3 main circuit boards behind the screen. One of the boards went bad and I learned that it was because of the capacitors on the board which (no kidding) are made in North Korea.

Reviewed Dec. 8, 2018

WA48H7400AW/A2 model Samsung Top loader washing machine. I had noticed brown and black specks on the bottom of my washer after running a cycle. At first I thought it was just dirt. Upon research and further inspection, ***I realized it was mold and mildew! My kid's clothes were being washed with mold! After taking off the agitator cap, I discovered a cap full of thick disgusting slime. I cleaned it and ran 2 more rinse cycles... and there it was again, specks of mildew on the bottom.*** This time I decided to take the pulsator bottom off and was horrified!! I couldn't believe the mold and scum. I am scrubbing and dousing with Clorox.

Apparently, Samsung is aware of this issue, I found 53 pages of complaints with the same issue. And instead of doing the right thing and recalling the washer, they want to offer a \$150-250 rebate! Seriously we paid well over 1k for this product and it is only 3 years old. I will never purchase a Samsung Washer or Dryer again. BUYER BEWARE! I would love to post pictures but not sure how.

Katherine  
San Jose, CA

Reviewed May 31, 2017

In June of 2010 Purchased Samsung Washer and Dryer with Pedestals (Model #448AAPXAA02) at the cost of nearly \$3400.00. I loved them both, then about a month ago, I noticed the washer was leaving my clothes wetter than usual, gradually got worse. Called Appliance Dr. Authorized Samsung repair. Quoted me close to 1500. ***Just to repair, what they said was a factory defect, using an inferior metal with stainless steel. The inferior metal completely disintegrated and damaged the drum and the pump and a rubber seal. Releasing about a pint of disintegrated metal through the filter. It would cost over 800.00 just for labor, and over 600 for parts. I could buy a new one for less.***



***I sent an email to Samsung President, and the reply was, it was out of warranty, that was all they could say and could not do a thing.*** I am a recent widow, and when I purchased these products, thought they would last longer than 6+ years. What has this country come to when everything is about money, and manufacturers do not take pride in what they produce. I don't care if it's a year old or 6+. If manufacturer's defect, they should make it right. Never buy a Samsung product again.

Barry  
Ford, VA

Reviewed Oct. 6, 2016

The reason for this review is that Samsung washers and dryers are very poor quality and SHOULD NOT BE PURCHASED. We bought a Samsung front-load washer (model WF328AAR/XAA) and matching dryer (model DV328AER/XAA) from Best Buy in early 2009. Total cost was over \$2000, including the "Geek Squad four-year extended warranty". The dryer didn't last five years before I had replace the heating element and later, all four drum rollers and the belt tensioner roller. Then about a year ago, the washer pump quit. I removed it and found what I thought were small "stones" stuck in the pump. ***Come to find out that the "stones" are actually chunks of metal coming from the anchoring bracket of the stainless steel washer drum. The bracket is made of inferior metal and is corroding. As a result, the washer has difficulty balancing. The problem is getting worse as metal chunks have chewed up the plastic vanes in the water pump.***

In addition, the rear outer tub surrounding the washer drum has developed a crack and is leaking. I sealed the leak but the other problems remain. It just a matter of time before the washer fails. I am concerned about safety should the washer drum break free of its bracket during a spin cycle. This problem with the metal bracket has been known to Samsung long before we bought the machines. I found people reporting similar problems on the web. This is nothing but consumer fraud on Samsung's part.

Rovella

Barnwell, SC

Reviewed Sept. 22, 2015

My machine started making extremely loud noise. Checked filter found blackish gray metal in it. Called Lowe's - was informed to call Samsung. Samsung was no help, my warranty had expired. They told me to call my area repairman. His number had been disconnected. Went to his place of business, not there. **Called Samsung back. Repairman called, came to house, stated didn't know what metal was. But got machine to run. I came home tried to wash. Same thing, more metal coming out. Louder sound, also some rubber this time.** I called their repairman back, no answer, left message. Never returned call. Went to Lowe's - was told problem spider around tub breaking off, would need new drum.

**Tonight Samsung called me. I explained to them my problem. Told them felt like I should be compensated somehow. Was given run around, transferred 3 times then just left on hold.** Would not buy another Samsung - NO WAY! Not my fault inside metal coming off, factory defect. They should be ashamed of their company

William  
Spring, TX

Reviewed Oct. 23, 2014

Top Load Model WF328 AAW/XAA - Stainless Tub Flange motor mount. **Stainless Tub Flange motor mount disintegrated over time causing drum to spin out of balance and cause blockage to water pump.** Two months ago the drain pump stopped working. I am mechanical so I removed pump and found the weirdest material blocking the pump. I could not imagine what it is or was. Today, during the spin cycle something loud clunked in the machine. Again pump stopped draining. Before I removed the pump this time I noticed water inside the machine. After looking around the plastic housing that holds the water for the stainless tub, I found two holes that blew outward, meaning something

punctured the drums from the inside out. ***I removed the plastic tub to find that the Stainless Tub Flange mount had disintegrated, large pieces broke off sending it around the tub and punctured the plastic wall.***

I conclude and believe that the material used is deteriorating over time due to electrolysis and this is only exacerbated by the heating element just below the flange. After reading the reviews on this site and other sites I deemed it useless to talk with Samsung. I believe I will report to our states attorney general to push for a recall. I will keep all my parts for show and demonstration. Warranties should cover defective material and parts, not just something under normal wear and tear. No more Samsung products for me.

Lori  
Canonsburg, PA

Reviewed Nov. 7, 2013

I purchased this Samsung top loader in Jan. 2010 and it all went bad in Oct. 2013. After being serviced 4 times, the washer still will not drain and now needs a drain pump. Up to this point, the drum, bearings and all associated parts have been replaced. ***The back of the drum, called the "spider" in repairman parlance, was corroded and was missing large chunks of metal. Because of the instability of drum, the plastic around the outside of the tub sheared off and collected in drain hoses and pump.*** Thankfully this machine is covered by an extended warranty bought at point of purchase. ***Our household has been without a washer for one month and Samsung will do nothing about this defective piece of trash.*** I will be purchasing a cheap no-frills top loader after the warranty expires. DO NOT PURCHASE SAMSUNG LAUNDRY APPLIANCES!!!

David  
Palm Bay, FL

Reviewed Nov. 29, 2012

Just after owning the Samsung front load washer wf337, it broke and is of no use anymore because it is not cost effective to repair being the repair is over \$600. **The problem is the metal mount that couples the motor to the tub has deteriorated, broken down and came apart, and the pieces from the bracket took out the stainless tub and the housing that encloses the unit and also the front gasket. The metal bracket has to have been defective to have disintegrated in just four years.** So our \$1,000 washer cost us \$250 a year

57. Moreover, the following reviews are from Samsung's own website at <https://www.samsung.com/us/home-appliances/washers/top-load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/> :

Worst purchase

**Andrea**

a month ago

Worst purchase we have ever made. We've owned for less than 5 years. We had 2 techs out to our house shortly after purchasing because it was making an awful metal scraping noise. The first tech told me it was my fault for putting too many clothes in even after I explained that it will do it even when I'm washing a small load of baby clothes. The second tech immediately knew the problem and fixed it. Said these washers are famous for getting small metal pieces stuck in them from the factory. There are rust spots. Within the last year, I opened the door to the washer and plastic shattered in my face. We just dealt with the one side being broke because the lid still shut. Now the other side has shattered and plastic flew at me once again. **Also have had a huge problem with mold and milder under the agitator due to a very poor design choice that allows water to just sit between 2 pieces.** Very hard to clean. Just an awful machine. Will never purchase another Samsung appliance again.

No, I do not recommend this product.









**Samsung Care**

We understand how going through all this with your washer feels, Andrea. We recommend contacting us via the options below to speak with a live representative to assist you better with what occurs with the unit. 1. Facebook Messenger: <http://m.me/samsungsupport> 2. Twitter: [https://twitter.com/messages/compose?recipient\\_id=18768513](https://twitter.com/messages/compose?recipient_id=18768513) 3. Samsung Community: <https://us.community.samsung.com/t5/Samsung-Community/ct-p/us> 4. Customer Care: 1-800-726-7864 (1-800-SAMSUNG) Thank you. -Angelica

Horrible buildup in drum

## Viper2072

a year ago

Purchases are always great for the first several months. After a year I'm here to tell you that I will never purchase a Samsung appliance again! ***There's a consistency of small, grey, disgusting particles that cling to our close. We've tried cleaning cycle after cleaning cycle but the drain holes are TOO SMALL for the particles to drain out of the tub. Our clothes are always full of these clay like particles that smush when you try and grab them.*** We ran the washer with 4 cups of vinegar in a hot water cycle and let sit for an hour. Wow. ***There were chunks of this grey matter in 1" pieces all on the bottom of the drum.*** I will take a picture and hopefully add it to this review. There should be a recall of this!!!

No, I do not recommend this product.

## Samsung Care

Having dirt build up on the washing machine can be prevented or fixed, Viper2072. Let us get you some details on which setting and other tips to prevent it from building up. Keeping your Samsung washer clean is essential because it prevents odors and mold from accumulating and keeps your washer performing the way it should. Let us show you how and when to clean your Samsung front and top-load washers. How to clean your washing machine <https://www.samsung.com/us/support/answer/ANS00030150/> How to use the Self-Clean feature on your Samsung Top Load Washer [https://www.youtube.com/watch?v=fmGEO\\_PX-qs&t=1s](https://www.youtube.com/watch?v=fmGEO_PX-qs&t=1s) Maintaining your washer /Self Clean/ on page 50 [https://downloadcenter.samsung.com/content/UM/202209/20220916175449333/WA7700M\\_DC68-03774D-04\\_EN.pdf](https://downloadcenter.samsung.com/content/UM/202209/20220916175449333/WA7700M_DC68-03774D-04_EN.pdf) Should you need more assistance, please feel free to get back to us via the following options: 1. Facebook Messenger: <http://m.me/Samsungsupport> 2. Twitter: [https://twitter.com/messages/compose?recipient\\_id=18768513](https://twitter.com/messages/compose?recipient_id=18768513) 3. Samsung Community: <https://us.community.Samsung.com/t5/Samsung-Community/ct-p/us> When you message us, please provide us with this reference number (1145305732) to help our team pull up your information. Have a great day. ^Charles

Dont do it. Awful. Awful Awful. Doesn't clean.

**Brittany**

INCENTIVIZED REVIEW



3 years ago

**dirt at bottom of drum after 1 year of using still had dirt on clothes.** doesn't clean properly

### **Samsung Cares**

Hello! Here's a link to a troubleshooting guide that will help resolve your Samsung washer concerns <https://bit.ly/3c3RPgG> ^Ty

Does not handle towels/bedding well

### **bikermommy**

5 years ago

We bought this washer a year ago, and every time we need to do bedding/big blankets, we have major issues. It takes hours to "drain/rinse" because i have to keep resetting the washer. We put it on the bedding cycle, and it still does not work. When washing towels, they come out hard, even after putting fabric softener in on the towels. We even bought new towels thinking it was just because they were old. Nope. **We have had to but a lot of new clothes due to the washer leaving "black" marks on our shirts.**

No, I do not recommend this product.

Response from SAMSUNG:

a year ago

### **Samsung Care**

Hello bikermommy, Thank you for bringing this to our attention. We appreciate you letting us know that your Samsung washer takes hours to drain/rinse because you keep on resetting it, and clothes coming out not clean. We apologize for the inconvenience this has caused you, especially since you just had it for a year. It's not the experience we want you to have with one of our products, and we'll be glad to look into this for you. Attached is the link to the troubleshooting guide you can try if your Samsung washer has draining issues <https://www.samsung.com/us/support/troubleshooting/TSG01001013/> The link below contains troubleshooting steps to try when clothes are not clean after using your Samsung washer. <https://www.samsung.com/us/support/troubleshooting/TSG01108627/> I've also included the links for information about care for beddings and cycles, features, and settings of your Samsung washer for reference. <https://www.samsung.com/us/support/answer/ANS00047247/> <https://www.samsung.com/us/support/answer/ANS00061937/> For further assistance, do not hesitate to reach out via our Support Channels below should you wish to speak with a live representative: 1. Facebook Messenger: <http://m.me/samsungsupport> 2. Twitter: [https://twitter.com/messages/compose?recipient\\_id=18768513](https://twitter.com/messages/compose?recipient_id=18768513) 3. Samsung Community: <https://us.commuity.samsung.com/t5/Samsung-Community/ct-p/us> Thank you, and stay safe! Your Reference Ticket Number: 1144423272 -Angelica

58. As shown in the comments above, Samsung representatives have been responding to these types of complaints for at least three years and other comments show customers contacted Samsung about the Flange Defect in late 2013 indicating Samsung has known about this issue as far back as late 2013. Similar to Plaintiff's experience, Samsung denies warranty repairs and simply instructs the consumers to clean the washing machine using the self-clean feature. However, the self-clean feature does not resolve the Flange Defect.

**Samsung's Misrepresentations and Omissions**

59. Samsung failed to adequately design, manufacture, and/or test the Washing Machines to ensure that they were free from the Flange Defect, and/or knew, had reason to know, or was reckless in not knowing of the Flange Defect when it uniformly warranted, advertised, marketed and sold the Washing Machines to Plaintiff and the Class.

60. Samsung did not disclose to its customers the fact that the Flange Defect existed at the time of sale and that the Flange Defect would render the Washing Machines unable to perform their essential function well before the end of their expected useful lives. Nor did Samsung disclose that warranty or the recommended post-warranty repairs would not cure or rectify the Flange Defect and would only, at best, briefly delay the impact of the Flange Defect and thereby postpone failure in the Washing Machines.

61. Instead, in its uniform marketing and advertising, Samsung falsely represented that the Washing Machines in fact have technology which "helps extend clothing life by treating fabrics gently. Small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results." Moreover, Samsung boasts its "self-clean" feature with "keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria.

62. Samsung knew that consumers were unaware of the latent defect and that they reasonably expected the Washing Machines to clean their laundry, rather than make it dirtier by causing metallic particles and moldy debris to attach to the clothing during laundry cycles. Samsung also knew that customers expected Samsung to disclose a defect that would prevent the Washing Machines from performing their function long before the end of their expected useful lives, and that such disclosure would impact consumers' decision whether to purchase the Washing Machines. Samsung knew and intended for consumers to rely on its material omissions with regard to the Flange Defect when purchasing the Washing Machines.

63. As a result of Samsung's uniform omissions and misrepresentations in its marketing and advertising, Plaintiffs believed that the Washing Machine they purchased would operate without defects, and Plaintiffs each purchased a Samsung Washing Machine in reliance on that belief.

64. Samsung's representations that its Samsung Washing Machines would do a great job cleaning laundry, and specifically include technology that "helps extend clothing life by treating fabrics gently [and using] small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results" were not true. Samsung knew or was reckless in not knowing when it sold the Washing Machines that the Flange Defect would manifest long before the end of the Washing Machines' expected useful lives, rendering the Washing Machines unable to wash clothes without causing metallic particles and moldy debris to attach to the clothing during laundry cycles and clog hoses and the impeller preventing water from properly draining the machine.

65. Samsung had the capacity to, and did, deceive consumers into believing that they were purchasing Washing Machines that were free from defects and could be used safely and

practically to wash cloths without causing metallic particles and moldy debris to attach to the clothing during laundry cycles. Indeed, Samsung expressly misrepresented that its Washing Machines included “Swirl drum interior” which “helps extend clothing life by treating fabrics gently [and includes] small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results.” Moreover, Samsung boasts its “self-clean” feature with “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria,” and its “stainless steel pulsator” which is “more durable and prevents scratches or nicks from metal zippers.” <https://www.samsung.com/us/business/home-appliances/washers/top-load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/#features>.

66. Samsung actively concealed from and/or failed to disclose to Plaintiff, the Class, and everyone, the true defective nature of the Washing Machines, and failed to remove the Washing Machines from the marketplace or take adequate remedial action. Samsung represented that the Washing Machines were free of defects even though it knew or was reckless in not knowing when it sold the Washing Machines that they contained Flange Defect. Furthermore, Samsung sold and serviced the Washing Machines even though it knew, or was reckless in not knowing, that the Washing Machines were defective and that Plaintiffs and Class Members would be unable to use the Washing Machines for their intended purpose for the duration of their expected useful life.

67. To this day, Samsung continues to misrepresent and/or conceal material information from Plaintiffs, the Class and the public about the Flange Defect in the Washing Machines.

### **Fraudulent Concealment Allegations**

68. Plaintiff's claim arises in part out of Samsung's fraudulent concealment of the Flange Defect. To the extent that Plaintiffs' claims arise from Samsung's fraudulent concealment, there is no one document or communication, and no one interaction, upon which Plaintiffs base their claim. Plaintiffs allege that at all relevant times, including specifically at the time they each purchased their Washing Machines, Samsung knew, had reason to know, or was reckless in not knowing, of the Flange Defect; Samsung was under a duty to disclose the Flange Defect based upon its exclusive knowledge of it, its representations about its products, and its concealment of the Flange Defect; and Samsung never disclosed the Flange Defect to the Plaintiff or anyone at any time or place or in any manner.

69. Plaintiff makes the following specific fraud allegations with as much specificity as possible absent access to the information necessarily available only to Samsung:

a. Who: Samsung, concealed the Flange Defect from Plaintiff, the Class and Subclasses. Plaintiff was unaware of, and therefore unable to identify, the true names and identities of all those individuals at Samsung responsible for such decisions.

b. What: Samsung knew, or had reason to know, at the time it sold the Washing Machines, or was reckless in not knowing, the fact that an existing defect in the Washing Machines would cause an essential component of the Washing Machines to corrode prematurely resulting in tiny particles and mold and debris to be released into the washing machine and ultimately become attached to clothing and clogging hoses preventing water from properly draining the machine thereby rendering the Washing Machines unable to perform their essential purpose before the end of their expected useful lives, within or outside the applicable warranty periods. Indeed, as detailed above by Samsung's responses to online complaints about the Flange Defect and consumers' references to

contacting Samsung about the Flange Defect in their online complaints, Samsung was aware of the Flange Defect as early as 2013 most likely years before that.

c. When: Beginning as early as 2013 when Samsung began receiving consumer complaints about the Flange Defect, Samsung concealed this material information at all times with respect to the Washing Machines, including before the time of sale, on an ongoing basis, and continuing to this day.

d. Where: Samsung concealed this material information in every communication it had with Plaintiff and the Class and Subclass. Plaintiff is aware of no document, communication, or other place or thing, in which Samsung disclosed this material information to anyone outside of Samsung or its dealers by way of the technical service bulletin. Such information appears in no sales documents, no displays, no advertisements, no warranties, no owner's manual, nor on Samsung's website.

e. How: Samsung concealed this material information by not disclosing it to Plaintiff, the Class or Subclass at any time or place or in any manner, even though it knew this information and knew that it would be important to a reasonable consumer, and even though its omissions with regard to the Flange Defect and consequent premature failures of the Washing Machines were contrary to its representations about the Washing Machines.

f. Why: Samsung concealed this material information for the purpose of inducing Plaintiff and Class and Subclass members to purchase the defective Washing Machines at full price rather than purchasing competitors' washing machines or paying Samsung less for the Washing Machines, given their limited utility. Had Samsung disclosed the truth,

Plaintiff (and reasonable consumers) would not have bought the Washing Machines or would have paid less for them.

### **TOLLING OF STATUTES OF LIMITATION**

70. Samsung's active and knowing concealment of the problem of the Washing Machine's Flange Defect since 2013, and willfully false and misleading statements regarding its "Swirl drum interior" which "helps extend clothing life by treating fabrics gently...[and] prevent[s] fabrics from snagging and being damaged, allowing fabric care with deep-clean results" and its "self-clean" feature that "keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria," and its "stainless steel pulsator" which is "more durable and prevents scratches or nicks from metal zippers," results in the tolling of any applicable statute(s) of limitation.

71. Plaintiffs and Class and Subclass Members could not have reasonably discovered the true reasons for their Washing Machines' Flange Defect until just before this Complaint was filed.

72. Samsung had and still has a continuing duty to inform Class and Subclass Members of the truth that the Washing Machines' Flange Defect issues resulting from Samsung's design, manufacturing, materials and workmanship defects and failings described above, that the Flange Defect requires expensive repairs and diminish the use of the Washing Machines.

73. Samsung's active concealment of, and breach of its duty to disclose the truth about the reasons for its Washing Machines' Flange Defect tolls any applicable statute(s) of limitations.

### **CLASS ACTION ALLEGATIONS**

74. The Plaintiffs bring this action under Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) and seek certification of a Class and Subclass initially defined as follows:

**Class (the “Nationwide Class”)**

All persons who, at any time on or after the day six (6) years prior to the day the original Complaint was filed, purchased a new Samsung Washing Machine and experienced a deteriorated flange or a flange that is susceptible to becoming deteriorated due to the Flange Defect.

75. Alternatively, Plaintiff proposes the following state specific subclasses:

**Subclass (the “New Jersey Class”)**

All persons in New Jersey who, at any time on or after the day six (6) years prior to the day the original Complaint was filed, purchased a new Samsung Washing Machine and experienced a deteriorated flange or a flange that is susceptible to becoming deteriorated due to the Flange Defect.

76. Excluded from the Class and Subclass are: Samsung and all of its affiliated companies, directors, officers, and employees; all persons or entities who purchased their washing machines, respectively; and the Judge(s) assigned to this case.

77. Plaintiff is a member of the Class and at least one Subclass.

78. Plaintiff reserves the right to modify or expand the Class and Subclass if discovery and/or further investigation shows that the definitions should be modified.

79. Questions of law and fact exist common to the members of the Class and Subclass and predominate over any questions that affect only individuals.

80. Principal and predominant common questions of law and fact include, for example:

- a. Were the Washing Machines defectively designed?
- b. Did Samsung breach its express warranties to the Class and Subclass Members?
- c. Did Samsung breach its implied warranties to the Class and Subclass Members?
- d. Did Samsung breach the Magnuson-Moss Act in connection with its sales of the Washing Machines?
- e. Did Samsung negligently design, manufacture, distribute, promote, market and sell the Washing Machines?



- f. Did Samsung breach the New Jersey Consumer Fraud Act because Samsung's design, manufacture, distribution, promotion, marketing and/or sales of the Washing Machines constituted deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact with the intent that the Class and Subclass Members rely upon such concealment, suppression or omission, in connection with the sale or advertisement of the Washing Machines
- g. To the extent other State laws prohibiting consumer deception are applicable, did Samsung violate the respective laws of those States?
- h. Did Samsung negligently misrepresent the quality of the Washing Machines and the "Swirl drum interior" which according to Samsung "helps extend clothing life by treating fabrics gently[and]...from snagging and being damaged, allowing fabric care with deep-clean results"?
- i. Did Samsung misrepresent its "self-clean" feature which according to Samsung "keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria,"
- j. Did Samsung misrepresent the durability of its "stainless steel pulsator"?
- k. Would Samsung's retention of payment for the Washing Machines constitute the knowing receipt, acceptance and retention of a benefit from the Class and Subclass Members in circumstances in which such receipt, acceptance and retention of that benefit is unjust?

1. As a result of Samsung's actions and failures to act, are the Class and Subclass Members entitled to compensatory, restitutionary, statutory or other damages against Samsung?
81. Plaintiff's claims are typical of the claims of all of the members of the Class and Subclass because they are based on the same facts.
82. Plaintiff's claims are typical of the claims of all of the members of the Class and Subclass because they are based on the same legal theories.
83. Plaintiff's claims are typical of the claims of all of the members of the Class and Subclass because the respective claims are based on the same remedial theories and requests for redress as those of all the Class and Subclass Members.
84. Each Class is so numerous that joining all of the Class and Subclass Members as plaintiffs in this action is impracticable. Upon information and belief, to be supported as required by Rule 11(b)(3), during the Class Periods, Samsung has sold hundreds of thousands of these of the Washing Machines. Based on a conservative failure rate of just ten percent (10%), and assuming that each Class Member bought only one Samsung Washing Machine during the Class Period, the class would consist of thousands of consumers.
85. The Plaintiff is not adverse to those of the Class and Subclass.
86. The Plaintiff has no interests that conflict with the interests of the Class and Subclass.
87. The Plaintiff is similarly situated with, and has suffered similar injuries, losses and other damages as the Class and Subclass members.

88. The Plaintiff will fairly and adequately protect the interests of all the Class and Subclass members in further investigating, developing and litigating this action, and in all related administrative and other matters concerning this action.

89. The Plaintiff has retained counsel experienced in complex and class action litigation, in matters involving consumer products, commercial and contractual claims, and common law and statutory claims.

90. Neither the Plaintiff, nor their retained counsel, have any interest that might lead them not to vigorously pursue this action.

91. A Class Action is superior to other potentially available methods for resolving the Plaintiff's claims, because:

- a. The individual Class and Subclass Members' damages are almost certainly too small to justify the expense and effort of individual lawsuits brought by counsel working for an hourly fee. Samsung's misconduct would go unaddressed and unremedied absent class action treatment. Aggregating these fundamentally similar claims, however, makes this action financially feasible.
- b. Even if the individual Class and Subclass Members were wealthy enough to afford to bring such individual cases, the judicial system would be ill served and its scarce resources badly misspent by a myriad of small and fundamentally identical cases involving the same basic allegations, the same discovery and the same proofs, clogging dockets across the country.
- c. Individual litigation is not just supremely impractical and tremendously inefficient, but also poses the risk of inconsistent or contradictory judgments.

- d. Concentration of the action concerning the defective Washing Machines in this Court will: save judicial resources by, among other things, obviating the need for coordination of motion practice and discovery across numerous courts and jurisdictions; conserve the parties' resources by permitting the well-focused litigation of the many common issues through representative plaintiffs; produce enormous economies of scale by developing the many common issues through just a few representative plaintiffs; and result in consistent judicial findings, promoting respect for the judiciary and judicial system, through comprehensive supervision and administration of the case by a single court well versed in the issues.
- e. Justice will not be served, but will fail, in the absence of a class action of the Plaintiff's claims. Among other things, Plaintiff lacks the resources to properly litigate her claims. Expert witnesses are necessary, the cost of which would alone be prohibitive for Plaintiff and many if not all Class Members.
- f. The difficulties inherent in and likely to arise in managing this Class Action are neither novel nor substantial. Common issues predominate over individual issues, are readily identifiable, as described above, and will be efficiently developed through litigation of representative Class Members' cases.

**CLAIMS FOR RELIEF**

**FIRST CAUSE OF ACTION (On Behalf of Plaintiffs, Class and Subclass Members)  
Breach of Express Warranty**

- 92. Each of the above allegations are incorporated herein.
- 93. Samsung expressly warranted the Plaintiffs' washing machines against defects "in materials or workmanship encountered in normal household, noncommercial use." Under the warranty, " a [washing machine] will be repaired, replaced, or the purchase price refunded, at the

sole option of SAMSUNG. The warranty periods are one (1) year from date of purchase for any “parts and labor,” three (3) years for the stainless tub part and ten (10) years for the “washing DD motor part” and lifetime for the “Stainless Steel Drum.”

94. Plaintiffs notified Samsung of the Flange Defect within the warranty period and Samsung received notification about and was on notice of the defects well before Plaintiff began this litigation.

95. Defendant has breached its express warranties, as set forth above, by supplying the Washing Machines in a condition which does not meet the warranty obligations undertaken by Samsung and by failing to repair or replace the defective Washing Machine or defective parts.

96. Samsung also made numerous express warranties to the Class Plaintiffs representing that the “Swirl drum interior...helps extend clothing life by treating fabrics gently. Small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results.” Moreover, Samsung boasts its “self-clean” feature with “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria,” and its “stainless steel pulsator” which is “more durable and prevents scratches or nicks from metal zippers.” *See* Samsung washing machine product descriptions at <https://www.samsung.com/us/business/home-appliances/washers/top-load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/#features>.

97. Defendant has breached these express warranties by supplying Plaintiff and the Class and Subclass Members with Washing Machines that contained the Flange Defect which caused the Washing Machines to do the opposite of the Swirl drum interior, self clean feature and stainless steel pulsator were advertised to do. Instead of keeping the “washer tub fresh and clean” and with the ability to remove dirt and bacteria, the Washing Machines cause particles, mold and

mildew from the corroding flange to be released into the washing machine during washing cycles which ultimately results in these particles, mold and mildew attaching to clothing and clogging hoses preventing water from properly draining the machine.

98. Defendant has received sufficient and timely notice of the breaches of warranty alleged herein. Despite this notice and Samsung's knowledge, Samsung refuses to honor its warranty, even though it knows of the inherent defect in the Washing Machine.

99. As a result of these breaches, the Class Plaintiff and Class and Subclass Members sought repairs to their Washing Machines, but Samsung denied them warranty coverage.

100. Plaintiff has given Defendant a reasonable opportunity to cure its failures with respect to its warranties, and Defendant failed to do so.

101. Defendant has failed to provide Plaintiff or the Class and Subclass Members, as a warranty replacement, a product that conforms to the qualities and characteristics that Samsung expressly warranted when it sold the Washing Machines to Plaintiff and the Class.

102. The time limits in Samsung's express warranty are commercially unconscionable. Samsung knew the Class and Subclass Members would likely not discover the reason their Washing Machines consistently released tiny particles, mold and mildew from the corroding flange into the washing machine during washing cycles which ultimately results in these particles, mold and mildew attaching to clothing and clogging hoses preventing water from properly draining the machine until after the one-year warranty period had expired.

103. The Class and Subclass Members had no meaningful opportunity to bargain over, let alone expand, the Washing Machine warranty terms. These warranties are classic adhesion contracts, produced by the manifest and massive differences between Samsung's and individual

Class and Subclass Members' bargaining power, whose terms were uniform and uniformly of the "take it or leave it" variety.

104. The Class Plaintiff and Class and Subclass Members have complied with all of their obligations under their Washing Machines' warranties. To the extent they have not, such compliance is excused by Samsung's misconduct.

105. Samsung's breach of its express warranties caused damages to the Class Plaintiff and the Class and Subclass.

**SECOND CAUSE OF ACTION (On Behalf of Plaintiffs, Class and Subclass Members)**  
**Breach of Implied Warranty**

106. Each of the above allegations are incorporated herein.

107. The Washing Machines are "goods" under the Uniform Commercial Code ("UCC").

108. Samsung is a "merchant" under the UCC.

109. Samsung made numerous implied warranties to the Class Plaintiffs about the merchantable quality of the Washing Machines.

110. Samsung impliedly warranted, among other things, that the Washing Machines, were of good and merchantable quality, and would actually clean clothes without the risk of tiny metallic particles, mold and mildew from the corroding flange being released into the washing machine during washing cycles and ultimately attaching to clothing and without debris from the deteriorating flange clogging hoses preventing water from properly draining the machine.

111. Through the conduct alleged herein, Samsung has breached the implied warranty of fitness for a particular purpose. The defectively designed Washing Machines were not fit for the particular purpose for which they were purchased by Class and Subclass Members to perform. The Class and Subclass Members purchased the Washing Machines for a particular purpose of

actually cleaning their clothes; not to fill they clothes with metallic particles, mold and mildew and not to drain properly due to debris from the deteriorating flange clogging hoses of the washing machine. Samsung knew that the Class and Subclass Members were purchasing the Washing Machine for this purpose and marketed the Washing Machine for this particular purpose even advertising its “Swirl drum interior...helps extend clothing life by treating fabrics gently [and]...allowing fabric care with deep-clean results.” Further, Samsung boasted its “self-clean” feature which “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria.”

112. Plaintiffs and Class and Subclass Members relied on Defendant’s misrepresentations by purchasing the Washing Machines.

113. Defendant knew or had reason to know that Plaintiffs and Class and Subclass Members were influenced to purchase the Washing Machine through Defendant’s expertise, skill, judgment and knowledge in furnishing the products for their intended use.

114. The Washing Machines were not of merchantable quality and were not fit for their particular intended use because the design and/or manufacturing defects alleged herein render them incapable of actually cleaning their clothes; rather the Washing Machines fill they clothes with metallic particles, mold and mildew and debris from the deteriorating flange clogs hoses preventing water from properly draining the machine.

115. Defendant’s actions, as complained of herein, breached their implied warranty that the Washing Machines were of merchantable quality as fit for such use, in violation of the Uniform Commercial Code (UCC § 2-314 and § 2-3154) and the common law of this State, as well as the common law and statutory laws of the other states.



116. Plaintiffs and the Class and Subclass Members have incurred damage as described herein as a direct and proximate result of the failure of Defendant to honor its implied warranty. In particular, Plaintiffs and the Class and Subclass Members would not have purchased the Washing Machines had they known the truth about their defects; nor would they have suffered the damages associated with these defects.

**THIRD CAUSE OF ACTION (On Behalf of Plaintiffs, Class and Subclass Members)**  
**Injunctive and Equitable Relief**

117. Each of the above allegations are incorporated herein.

118. Injunctive and equitable relief is appropriate and proper to remedy Samsung's past misconduct and prevent such misconduct from continuing to occur.

119. Appropriate and proper injunctive and equitable relief includes a Judicial Order compelling Samsung to pay for a notice process in which Samsung notifies the Class and Subclass Members about the Washing Machines' Flange Defect, and, as and if requested, fully repair such defects at Samsung's cost.

**FOURTH CAUSE OF ACTION (On Behalf of Plaintiffs, Class and Subclass Members)**  
**Unjust Enrichment**

120. Each of the above allegations are incorporated herein.

121. Defendant Samsung has been unjustly enriched and received an economic benefit by the sale of the Washing Machines herein to Plaintiffs and the Class and Subclass Members.

122. Plaintiffs seek to recover for Defendant Samsung's unjust enrichment.

123. Plaintiffs and the Class and Subclass Members conferred a benefit on Defendant Samsung, but Defendant Samsung failed to disclose its knowledge that Plaintiff did not receive what they paid for and misled Plaintiff and the Class and Subclass Members regarding the

misstatements of their Washing Machines while profiting from this deception.

124. The circumstances are such that it would be inequitable, unconscionable, and unjust to permit Defendant Samsung to retain the benefit of these profits that it has unfairly obtained from Plaintiffs and the Class and Subclass Members.

125. Plaintiffs and the Class and Subclass Members, having been injured by Defendant Samsung's conduct, are entitled to restitution or disgorgement of profits as a result of the unjust enrichment of Defendant Samsung to their detriment.

**FIFTH CAUSE OF ACTION (On Behalf of Plaintiffs, Class and Subclass Members)**  
**Common Law Fraud**

126. Each of the above allegations are incorporated herein.

127. The above described conduct and actions constitute common law fraud by way of misrepresentations, concealment and omissions of material facts made by Defendant in inducing Plaintiffs and the Class and Subclass to purchase Washing Machines with the Flange Defect.

128. Defendant, upon information and belief, made the above-described misrepresentations, concealment and omissions of material facts to all Class and Subclass Members concerning Flange Defect. Indeed, upon information and belief, Samsung advertised that its Washing Machines were equipped the “Swirl drum interior...helps extend clothing life by treating fabrics gently. Small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results.” Moreover, Samsung boasted its “self-clean” feature with “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria,” and its “stainless steel pulsator” which is “more durable and prevents scratches or nicks from metal zippers.” See Samsung washing machine product descriptions at <https://www.samsung.com/us/business/home-appliances/washers/top->

[load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/#features](#). However, the Washing Machines actually contained a defect that caused the flange on the bottom of the tub of the washing machines to corrode prematurely; in many instance in as soon as less than one year after purchase. The corroding flange results in tiny particles from the flange to be released into the washing machine during washing cycles which ultimately results in these particles attaching to clothing. Further, mold and other debris builds up on the corroded flange which also ends up releasing into the washing machine and ultimately onto clothing.

129. Defendant intended that the Plaintiffs and the other members of the Class and Subclass rely upon the above-described uniform misrepresentations, concealment and omissions.

130. Defendant's misrepresentations, concealments and omissions concerning the Flange Defect, were material to Plaintiff's and other Class Members' and Subclass Members' decisions to purchase the Washing Machines. In fact, the representations and omissions regarding the Flange Defect were so fundamental to Plaintiff's and Class Members' and Subclass Members' decision making process that they would not have purchased the Washing Machines had they known that the Washing Machines contained a flange susceptible to quickly corroding causing tiny particles, mold and mildew from the flange to be released into the washing machine during washing cycles which ultimately results in these particles attaching to clothing and clogging hoses in the machine preventing water from properly draining.

131. Plaintiffs and other Class and Subclass Members justifiably relied upon Defendant's misrepresentations, concealment and omissions to their damage and detriment.

132. Plaintiffs and the Class and Subclass suffered the damage described in this complaint as a proximate result thereof.

133. Defendant’s conduct was willful, wanton, and reckless. Based on the intentionally dishonest nature of Defendant’s conduct, which was directed at the Class and Subclass, Defendant should also be held liable to the Class and Subclass for punitive damages in an amount to be determined at trial.

**SIXTH CAUSE OF ACTION (On Behalf of Plaintiffs and Class Members)**  
**Violation of New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1, et seq.)**

134. Each of the above allegations are incorporated herein.

135. Numerous controlling state and federal cases recite and explain the broadly remedial aims of the New Jersey Consumer Fraud Act. (hereinafter “NJFCA”).

136. Plaintiffs assert that because Samsung is a New Jersey corporation with its headquarters located in New Jersey, the choice of law rules in this Circuit support application of the New Jersey Consumer Fraud Act to the claims of class members nationwide.

137. The Washing Machines are “merchandise” within the NJCFA.

138. The Plaintiff and Class are consumers within the protective ambit of the NJCFA, who bought Samsung Washing Machines for household uses.

139. Protecting the Plaintiff and Class Members from and against “any unconscionable commercial practice, deception, fraud, false pretense, or misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise,”<sup>1</sup> the NJCFA applies to Samsung’s sales of the Washing Machines to the Plaintiff and Class Members.

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<sup>1</sup> *N.J.S.A.* 56:8-2.

140. During the Class Period, Samsung advertised that its Washing Machines were equipped the “Swirl drum interior...helps extend clothing life by treating fabrics gently. Small water holes help prevent fabrics from snagging and being damaged, allowing fabric care with deep-clean results.” Moreover, Samsung boasted its “self-clean” feature with “keeps your washer tub fresh and clean by using combination of soaking, pulsating and high speed spinning to remove dirt and bacteria,” and its “stainless steel pulsator” which is “more durable and prevents scratches or nicks from metal zippers.” *See* Samsung washing machine product descriptions at <https://www.samsung.com/us/business/home-appliances/washers/top-load/wa7750-5-2-cu--ft--top-load-washer-wa52m7750av-a4/#features>. However, the Washing Machines actually contained a defect that caused the flange on the bottom of the tub of the washing machines to corrode prematurely; in many instance in as soon as less than one year after purchase. The corroding flange results in tiny particles from the flange to be released into the washing machine during washing cycles which ultimately results in these particles attaching to clothing. Further, mold and other debris builds up on the corroded flange which also ends up releasing into the washing machine and ultimately onto clothing.

141. Samsung’s distribution, promotion, marketing and sales of the Washing Machines, without disclosing the Flange Defect, was an unconscionable commercial practice, deception, fraud, false pretense, misrepresentation, or otherwise constituted the knowing, concealment, suppression or omission of material fact with the intent that others including the Class and Subclass Members would rely upon Samsung’s knowing, concealment, suppression or omission of information that the Washing Machines had the Flange Defect, in connection with Samsung’s sales and the Class and Subclass Members’ purchases of the Washing Machines.

142. Plaintiff and Class Members suffered ascertainable losses, measurable in dollar values, as a result of Samsung's unconscionable, deceptive, false and misleading behavior described in this Complaint. These ascertainable losses include, among others, repair costs associated with attempted repairs of the Washing Machines and replacement costs.

143. A causal nexus exists between Samsung's unconscionable, deceptive, false and misleading actions described above and the Plaintiffs' ascertainable losses. Without Samsung's defective design, substandard workmanship of the Washing Machines and related parts, improper installation and defective materials, the Plaintiff would not have suffered her ascertainable losses.

**SEVENTH CAUSE OF ACTION (On Behalf of Plaintiff and Class Members)**  
**Violations of the Truth-in-Consumer Contract, Warranty and Notice Act**

144. Each of the above allegations are incorporated herein.

145. Plaintiffs assert that because Samsung is a New Jersey corporation with its headquarters located in New Jersey, the choice of law rules in this Circuit support application of the Truth-in-Consumer Contract, Warranty and Notice Act to the claims of class members nationwide.

146. Plaintiffs and those similarly situated are "consumers" within the meaning of TCCWNA, as set forth at N.J.S.A. 56:12-15.

147. Defendant is a seller within the meaning of TCCWNA, as set forth at N.J.S.A. 56:12-15 and -17.

148. TCCWNA, at N.J.S.A. 56:12-15, provides in relevant part that "no seller, creditor, lender or bailee may offer or enter into any written consumer contract or give or display any notice which includes any provision that violates a clearly established right of the consumer or responsibility of the seller, lessor, creditor, lender or bailee as established by State or Federal law

at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed.”

149. By violating the CFA, and a clearly established legal right of a consumer and/or responsibility of the seller to not engage in any misrepresentations, deception, or unconscionable commercial conduct in connection with consumer sales as detailed in this Complaint, Defendant thereby violated the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 *et seq.*

150. As the result of Defendant’s violations of TCCWNA, Plaintiffs and the Class Members are entitled to statutory damages of not less than \$100 each as provided by N.J.S.A. 56:12-17.

### **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff requests that the Court issue an Order and grant Judgment to the Plaintiff and the Class as follows:

- A. Certifying this action as a Class Action;
- B. Naming the Plaintiff as the representative of the Named Class and Subclass on behalf of the absent Class and Subclass Members;
- C. Appointing Poulos LoPiccolo PC and Nagel Rice, LLP as Class Counsel for all purposes in this action;
- D. Granting the Class Plaintiff contractual, restitutionary and statutory, common law and punitive damages in full recompense for their damages including and not limited to damages relating to the following:
  1. Repair costs;

2. All recoverable compensatory and other damages sustained by Plaintiff and the Class and Subclass;
3. Restitution and disgorgement of all amounts obtained by Samsung as a result of its misconduct, together with interest thereon from the date of payment, to the victims of such violations
4. Time spent in arranging and obtaining repairs;
5. Inconvenience

E. Granting the Plaintiff and the Class such other and further relief, including, without limitation, injunctive and equitable relief, as the Court deems just in all the circumstances; and

F. Granting Class Counsel an award of their attorneys' fees and costs of suit, reflective of the work done in prosecuting this action, the time spent, the effort and hard costs invested, and results obtained, in light of the Court's judgment informed by awards in other similar cases of comparable difficulty and complexity.

### **JURY DEMAND**

Plaintiff demands a jury trial on all issues so triable.



**TRIAL COUNSEL DESIGNATION**

Plaintiff designates as trial counsel: Bruce H. Nagel of Nagel Rice LLP and Joseph LoPiccolo of Poulos LoPiccolo PC.

Dated: March 8, 2024

**POULOS LOPICCOLO, PC**

/s/ Joseph LoPiccolo

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Samsung Top-Load Washing Machine Lawsuit Filed Over Alleged Corroding Problem](#)

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