

1 TRINETTE G. KENT (State Bar No. 222020)  
2 10645 North Tatum Blvd., Suite 200-192  
3 Phoenix, AZ 85028  
4 Telephone: (480) 247-9644  
5 Facsimile: (480) 717-4781  
6 E-mail: tkent@leberglaw.com

6 Of Counsel to  
7 Lemberg Law, LLC  
8 A Connecticut Law Firm  
9 43 Danbury Road  
10 Wilton, CT 06897  
11 Telephone: (203) 653-2250  
12 Facsimile: (203) 653-3424

11 Attorneys for Plaintiffs,  
12 Anthony Cali, *on behalf of himself and all others similarly situated*

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 WESTERN DIVISION  
16

17 Anthony Cali, *on behalf of himself and all*  
18 *others similarly situated*

19 Plaintiff,

20 vs.

22 Samsung Electronics America, Inc.,

23 Defendant.  
24

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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1  
2 **INTRODUCTION**

3 1. Plaintiff, Anthony Cali (“Plaintiff”), brings this putative class action, on  
4 behalf of himself, and a putative class of an estimated millions of consumers against  
5 Samsung Electronics America, Inc. (“Samsung,” or “Defendant”).

6 2. This putative class action is based on Samsung’s misrepresentations of  
7 televisions that were warranted and marketed as “energy efficient” and “Energy Star”  
8 certified, when in fact Samsung has engaged in deceptive practices of deploying  
9 software that automatically disables energy-saving features whenever any picture  
10 settings are changed, without the knowledge of the consumer.

11 3. Samsung was founded by Lee Byung-chul in 1938 as a trading company.  
12 In the late 1960s, Samsung entered the electronics industry. Since then, the company  
13 has increasingly globalized its electronics sales, which has been an important source  
14 of revenue. As of 2012, Samsung Electronics was recognized as the world’s largest  
15 information technology company, and fourth in market value.<sup>1</sup>

16 4. Essential to the growth of Samsung Electronics, Inc. has been its sales in  
17 North America. Indeed, in October of 2015, Samsung set a new record for TV sales,  
18 earning over \$1 billion in North America.<sup>2</sup>

19 5. ENERGY STAR is a U.S. Environmental Protection Agency (“EPA”)  
20 voluntary program that helps businesses and individuals save money and protect the  
21 climate through superior energy efficiency.

22 6. In 1992, the EPA introduced ENERGY STAR as a voluntary labeling  
23 program designed to identify and promote energy-efficient products to reduce  
24 greenhouse gas emissions. The ENERGY STAR label is now on major appliances,  
25 office equipment, lighting, new homes, and electronics.<sup>3</sup>

26 <sup>1</sup> [http://www.economist.com/news/briefing/21565617-bangladesh-has-dysfunctional-](http://www.economist.com/news/briefing/21565617-bangladesh-has-dysfunctional-politics-and-stunted-private-sector-yet-it-has-been-surprisingly)  
27 [politics-and-stunted-private-sector-yet-it-has-been-surprisingly](http://www.economist.com/news/briefing/21565617-bangladesh-has-dysfunctional-politics-and-stunted-private-sector-yet-it-has-been-surprisingly)

28 <sup>2</sup> [http://www.theverge.com/2015/11/19/9760162/samsung-tv-sales-record-north-](http://www.theverge.com/2015/11/19/9760162/samsung-tv-sales-record-north-america)  
[america.](http://www.theverge.com/2015/11/19/9760162/samsung-tv-sales-record-north-america)

<sup>3</sup> [https://www.energystar.gov/products/electronics/televisions.](https://www.energystar.gov/products/electronics/televisions)

1 7. The ENERGY STAR label is attractive to consumers. ENERGY STAR  
2 certified televisions are, on average, 25 percent more energy efficient than  
3 conventional models, saving energy in all usage modes: sleep, idle, and on. The label  
4 can be found on everything from standard TVs to large screen TVs with the latest  
5 features like ultra high-definition (“UHD”). A home equipped with TVs, a Blue-Ray  
6 player, a compact audio system, a cordless telephone, and a home-theatre-in-a-box  
7 that have earned the ENERGY STAR can save nearly \$200 over the life of the  
8 products.<sup>4</sup>

9 8. According to its website, all Samsung televisions are ENERGY STAR  
10 compliant.<sup>5</sup>

11 9. In 2015, the National Resource Defense Counsel (“NRDC”) and Ecos  
12 Research “Ecos” conducted comprehensive laboratory testing of selected televisions,  
13 as well as additional in-store testing to observe the persistence of key energy-saving  
14 features.

15 10. According to its September 2016 report, some of the leading television  
16 manufacturers, including Samsung, “have designed their TVs to disable energy-saving  
17 features whenever users change the main picture setting.”<sup>6</sup>

18 11. Samsung has profited immensely from the selling its televisions as  
19 energy efficient through ENERGY STAR labeling, having earned over billions of  
20 dollars for units sold in North America alone.

21 **JURISDICTION AND VENUE**

22 12. This Court has original jurisdiction over this class action pursuant to 28  
23 U.S.C. § 1331, and 28 U.S.C. § 1332(d)(2) as the amount in controversy exceeds the  
24 sum or value of \$5,000,000, exclusive of interest and costs, and the matter is a class

25 \_\_\_\_\_  
26 <sup>4</sup> *Id.*

27 <sup>5</sup> <http://www.samsung.com/us/support/answer/ANS00041247/>

28 <sup>6</sup> <https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf>.

1 action in which a member of the class of plaintiffs is a citizen of a State different from  
2 any defendant.

3 13. Additionally, this Court has supplemental jurisdiction over Plaintiff's  
4 common law claims pursuant to 28 U.S.C. § 1391, because said claims derive from a  
5 common nucleus of operative facts.

6 14. Venue is proper in this District pursuant to 28 U.S.C. § 1391, as  
7 Samsung: (1) is authorized to conduct business in this District, (2) has intentionally  
8 availed itself to the laws and markets within this District through the promotion,  
9 marketing, distribution, and sale of its products in this District, and (3) presently does  
10 substantial business in this District. Further, Samsung Electronics America has a  
11 business address located in Irvine, CA, located is in this District.<sup>7</sup>

12 **PARTIES**

13 15. At all relevant times, Plaintiff was a resident of East Setauket, New York,  
14 and a citizen of the state of New York.

15 16. Plaintiff on behalf of himself, and the putative National class, and  
16 California sub-class, brings this class action lawsuit against Samsung.

17 17. Defendant Samsung is a New Jersey corporation with its headquarters in  
18 Ridgefield Park, New Jersey.

19 **FACTUAL ALLEGATIONS**

20 18. In or around January of 2016 Plaintiff purchased a 40-inch Samsung  
21 television, model # UN40J6200.

22 19. The television was labeled ENERGY STAR certified on the box and  
23 through representations made on Samsung's website.<sup>8</sup>

24 20. After completing the installation instructions, Plaintiff made changes to  
25 the television's aspect ratio, contrast, and increased its brightness; prior to making the

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27 <sup>7</sup> <http://www.samsung.com/ContactUs/ElectronicsAmerica/index.htm>

28 <sup>8</sup> <http://www.samsung.com/us/televisions-home-theater/tvs/full-hd-tvs/led-j6200-series-smart-tv-40-class-40-0-diag-un40j6200afxza/>.

1 changes, Plaintiff was not warned that the changes would reduce energy efficiency,  
2 causing him to incur additional charges on his electricity bill.

3 21. Samsung televisions sold in 2015 and 2016 were tested by the U.S.  
4 Department of Energy (“DOE”) to measure TV energy use.

5 22. The DOE requires that energy use of new TV models be tested while  
6 playing a 10-minute video of assorted content developed by the International  
7 Electrotechnical Commission (IEC) standards organization and meant to represent  
8 typical viewing. The testing is conducted with the default settings.<sup>9</sup>

9 23. The results of the testing allow consumers to compare the TV’s energy  
10 use against the energy use of similar-size models before purchase.<sup>10</sup>

11 24. The test conducted by the DOE consisted of a 10-minute video loop used  
12 for measuring and reporting average TV power and was a collection of unusually  
13 short scenes that is not representative of most real-world content.<sup>11</sup>

14 25. The DOE test does not account for the extra energy used as a result of the  
15 increased brightness of the television screen.<sup>12</sup>

16 26. In 2015, the NRDC and Ecos conducted comprehensive laboratory  
17 testing of select Samsung televisions; the results showed that Samsung designed its  
18 TVs to disable energy-saving features whenever users change the main picture  
19 setting.<sup>13</sup>

20 27. For example, Samsung televisions disable key energy-saving features  
21 when the user changes the default picture setting (e.g., from Normal to Cinema,  
22 Sports, or Vivid).<sup>14</sup>

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24 <sup>9</sup> <https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf>.

25 <sup>10</sup> *Id.*

26 <sup>11</sup> *Id.*

27 <sup>12</sup> *Id.*

28 <sup>13</sup> *Id.*

<sup>14</sup> *Id.*

1 28. A few seemingly harmless clicks, without warning, can as much as  
2 double the cost to operate a TV over its 10-year lifetime, costing owners an extra \$100  
3 to \$200 in energy bills.<sup>15</sup>

4 29. Almost all Samsung televisions are equipped with a motion-detection  
5 dimming (“MDD”) feature, which dims or briefly turns off the screen’s backlight when  
6 the content on display has rapid motion and frequency scene changes, which is  
7 common in commercials and music videos.<sup>16</sup>

8 30. The NRDC and Ecos test results showed that the clip developed by the  
9 IEC and used by the DOE contained much shorter scenes and more frequent cuts  
10 between them than typical real-world content from sports, dramas, and news  
11 programs; simply put, this feature saved more energy during the official government  
12 testing than it does when consumers view programming most people typically  
13 watch.<sup>17</sup>

14 31. With regard to Samsung televisions, the NRDC report found that:

15 “A simple change to the contrast or brightness settings on many Samsung TVs  
16 disabled MDD and changes to the backlight setting disabled both the MDD and  
17 ABC. The user is not informed by any type of screen warning when this  
18 occurs. This was the most extreme software design we encountered; no other  
19 manufacture went this far to disable energy-saving features. Samsung has since  
20 told us it is discontinuing this particular practice.”<sup>18</sup>

21 32. The NRDC report questioned the intentions of Samsung and its  
22 competitors, stating “it’s conceivable that some manufacturers might be exploiting the  
23 abnormally high frequency of scene changes in the IEC test clip to maximize the  
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26 <sup>15</sup> *Id.*

27 <sup>16</sup> *Id.*

28 <sup>17</sup> *Id.*

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

1 effect of MDD and obtain a better energy efficiency score, thereby gaining a  
2 competitive advantage.”<sup>19</sup>

3 33. Additionally, the NRDC report found that playing movies in high  
4 dynamic range (“HDR”) is likely to significantly increase future TV energy use, and  
5 that “TV energy use increased by approximately 30 percent to 50 percent while  
6 playing the ultra high definition (“UHD”) + HDR version of a movie compared with  
7 the one produced in UHD.”<sup>20</sup>

8 34. In conclusion, the NRDC recommended that “certain manufactures  
9 should discontinue their inappropriate practice of deploying software that  
10 automatically disables energy-saving features – mostly without consumer knowledge  
11 – whenever certain picture settings are changed.”<sup>21</sup>

12 35. Samsung engaged in a deceptive practice of automatically disabling  
13 energy saving features without warning to Plaintiff when changes were made to the  
14 television’s default settings, thereby causing Plaintiff to incur additional costs on his  
15 electricity bill.

16 36. Samsung fraudulently induced Plaintiff to purchase a television through  
17 its marketing ploy of labeling its television “ENERGY STAR certified,” when in fact  
18 ordinary changes to the television’s default settings doubled the energy usage of the  
19 television.

20 37. Samsung failed to disclose to Plaintiff at the time of sale that it had  
21 installed a defeat device in the subject television, which reduces the energy efficiency  
22 of the television.

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27 <sup>19</sup> *Id.*

28 <sup>20</sup> *Id.*

<sup>21</sup> *Id.*

1 38. Notably, the NRDC met with Samsung to discuss its findings, and the  
2 company said it is considering changing its TV software to increase the persistence of  
3 energy-saving features.<sup>22</sup>

4 **CLASS ACTION ALLEGATIONS**

5 **A. The Class**

6 39. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23  
7 on behalf of himself and all others similarly situated.

8 40. Plaintiff represents, and is a member of the following putative class (the  
9 “Class”):

10 **All persons within the United States who purchased a 2015 or**  
11 **2016 ENERGY STAR certified Samsung television, with a**  
12 **screen size of 32 inches or greater.**

13 41. The definition of the putative class is narrowly tailored so as to include  
14 only identifiable members who purchased a Samsung model television within the past  
15 two years, with a screen greater than 32 inches.

16 **B. Numerosity**

17 42. The proposed class is so numerous that the individual joinder of all its  
18 members, in this or any action, is impracticable. The exact number or identification of  
19 the members of the putative class is presently unknown to Plaintiff, but it is believed  
20 to include over 1,000,000 consumers worldwide, thereby making joinder impractical.

21 43. The exact number and identities of the Class members are unknown at  
22 this time, and can only be ascertained through discovery. Identification of Class  
23 members is a matter capable of ministerial determination from Defendant’s records.

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<sup>22</sup> *Id.*



1 **C. Common Issues of Law and Fact**

2 44. There are questions of law and fact common to all Class Members that  
3 predominate over any questions affecting only individual members. These questions  
4 include, but are not limited to:

- 5 a. Whether Samsung installed a “defeat device” causing changes to the  
6 television’s default settings to increase energy usage;  
7 b. Whether Samsung owed a duty to notify consumers that changes to  
8 the television’s default settings would increase energy usage;  
9 c. Whether Samsung deliberately designed its televisions to draw less  
10 power during government testing than in ordinary use;  
11 d. Whether Samsung misrepresented their televisions as energy efficient;  
12 e. Whether Samsung failed to warn consumers that playing movies  
13 produced in HDR on a HDR capable TV would significantly increase  
14 energy use;  
15 f. Whether Samsung televisions were improperly given an ENERGY  
16 STAR certification.

17 45. The common questions in this case are capable of having common  
18 answers. If Plaintiff’s claim that Samsung willfully or negligently, in breach of  
19 contract and applicable state or federal law, misrepresented the energy usage of their  
20 televisions, Plaintiff and Class members will have identical claims capable of being  
21 efficiently adjudicated and administered in this case. Plaintiff is asserting the same  
22 rights, making the same claims, and seeking the same relief for himself and all other  
23 putative class members.

24 **D. Typicality**

25 46. Plaintiff’s claims are typical of the claims of Class members, as they are  
26 all based on the same factual and legal theories.

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1 **E. Protecting the Interest of Class Members**

2 47. Plaintiff will fairly and adequately protect the interests of the Class and  
3 has retained counsel experienced in handling class actions and claims involving  
4 unlawful business practices. Neither Plaintiff nor his counsel has an interest which  
5 might cause them not to vigorously pursue this action.

6 **F. Proceeding via Class Action is Superior and Advisable**

7 48. A class action is the superior method for the fair and efficient  
8 adjudication of this controversy. The interest of Class members in individually  
9 controlling the prosecutions of separate claims against Defendant is small because it is  
10 not economically feasible for Class members to bring individual actions.

11 49. Management of this class action is unlikely to present any difficulties.

12 50. The prosecution of separate actions by individual members of the Class  
13 would create a foreseeable risk of inconsistent and varying adjudications, leading to  
14 differentiating results and standards for Defendant.

15 **COUNT I**

16 **For Breach of Express Warranties**

17 51. Plaintiff, individually, and on behalf of all others similarly situated,  
18 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
19 herein by reference.

20 52. In connection with the sale of the subject televisions, Samsung expressly  
21 warranted that, among other things:

- 22 a. The subject televisions were ENERGY STAR certified
- 23 b. Plaintiff and Class Members would enjoy a crystal-clear picture while  
24 saving energy with technology that intelligently adapts the screen's  
25 brightness to the intensity of the light in the room.

26 53. Samsung breached these express warranties in that the subject televisions  
27 were equipped with installed software, which caused changes to the televisions'  
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1 default settings to increase energy consumption, without notice or warning to Plaintiff  
2 and Class Members.

3 54. Samsung breached these express warranties in that common, ordinary  
4 changes to the televisions' brightness, contrast, and picture settings increase energy  
5 usage, causing Plaintiff and Class Members to incur increased costs on their electricity  
6 bills.

7 55. As a result of said software, Plaintiff and Class Members cannot  
8 reasonably rely on the subject televisions' labels as ENERGY STAR certified for their  
9 ordinary, everyday use.

10 56. As a result of breach of express warranties, Plaintiff and Class Members  
11 have been damaged.

12 **COUNT II**

13 **For Violations of California's Unfair Competition Law,**

14 **Cal. Bus. & Prof. Code § 17200 et seq.**

15 57. Plaintiff, individually, and on behalf of all others similarly situated,  
16 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
17 herein by reference.

18 58. Samsung violated California's Unfair Competition Law, which prohibits  
19 unfair competition including any unlawful, unfair or fraudulent business act or  
20 practice and unfair, deceptive, untrue or misleading advertising and any act prohibited  
21 by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the  
22 Business and Professions Code.<sup>23</sup>

23 59. Samsung's actions were consumer-oriented, in a manner that was  
24 misleading in a material way to Plaintiff and the putative class, and Plaintiff and the  
25 putative class suffered injury as a result of LG's deceptive act.  
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<sup>23</sup> Cal. Bus. & Prof. Code § 17200, et seq.

1 60. Samsung violated California’s Unfair Competition Law by representing  
2 its televisions as ENERGY STAR certified, while selling them with pre-installed  
3 software, causing changes made to a television’s settings to reduce the energy  
4 efficiency of the television, thereby causing Plaintiff and Class Members to incur  
5 additional electricity costs.

6 61. Samsung violated California’s Unfair Competition Law by representing  
7 its televisions as ENERGY STAR certified, while intentionally designing its  
8 televisions to draw less power during DOE testing, thereby fraudulently representing  
9 the true nature of the television’s energy usage.

10 62. Samsung violated California’s Unfair Competition Law by representing  
11 its televisions as ENERGY STAR certified, without notifying Plaintiff and Class  
12 members that changes made to the televisions default settings greatly increase energy  
13 usage, thereby causing Plaintiff and Class Members to incur additional electricity  
14 costs.

15 63. Samsung violated California’s Unfair Competition Law by representing  
16 its televisions as ENERGY STAR certified, without notifying Class members that  
17 viewing movies produced in HDR on a HDR-capable TV would increase energy  
18 usage, thereby causing Plaintiff and Class Members to incur additional electricity  
19 costs.

20 64. As a result of Samsung’s misrepresentations, Plaintiff and Class  
21 Members have suffered damages.

22 **COUNT III**  
23 **For Breach of Contract**

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25 65. Plaintiff, individually, and on behalf of all others similarly situated,  
26 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
27 herein by reference.

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1 66. Every purchase of a subject television from an authorized dealer of  
2 Samsung constitutes a contract between Samsung and the purchaser.

3 67. Samsung materially breached these contracts by selling to Plaintiff and  
4 Class Members non-compliant, non-energy efficient televisions and failing to disclose  
5 the pre-installed software designed to reduce the energy efficiency of subject  
6 televisions when changes to default settings are made. As a result, said televisions are  
7 substantially less valuable than televisions that Samsung advertised and promised to  
8 deliver to Plaintiffs and Class Members.

9 68. Samsung's misrepresentations and omissions contained in the body of  
10 this Complaint, including Samsung's misrepresentation of the energy efficient  
11 capability of its subject televisions, caused Plaintiff and Class Members to enter into  
12 their agreements to purchase the subject televisions. Absent those misrepresentations  
13 and omissions, Plaintiff and Class Members would not have purchased their  
14 televisions, would not have purchased their televisions at the price they paid, and/or  
15 would have purchased alternative televisions that did not contain pre-installed  
16 software designed to increase the energy output of the televisions. Accordingly,  
17 Plaintiff and Class Members suffered injury, as they overpaid for their subject  
18 televisions and did not receive the benefit of their bargain.

19 69. As a direct and proximate result of Samsung's breach, Plaintiff and Class  
20 Members have been damaged.

21 **COUNT IV**

22 **For Unjust Enrichment**

23 70. Plaintiff, individually, and on behalf of all other similarly situated,  
24 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
25 herein by reference.

26 71. Samsung has benefited from selling non-energy efficient, otherwise  
27 labeled ENERGY STAR certified, televisions whose value was artificially inflated  
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1 due to Samsung's concealment of the pre-installed software designed to alter key  
2 energy-saving features, for an unjust profit.

3 72. Samsung has received and retained unjust benefits from Plaintiff and  
4 Class Members, and inequity has resulted.

5 73. It is inequitable and unconscionable for Samsung to retain these benefits.

6 74. Because Samsung concealed its fraud and deception, Plaintiff and Class  
7 Members were not aware of the true specifications (i.e., energy usage) concerning the  
8 subject televisions and did not benefit from Samsung's misconduct.

9 75. Samsung knowingly accepted the unjust benefits of its fraudulent  
10 conduct.

11 76. As a result of Samsung's fraud, misconduct, and concealment, the  
12 amount of its unjust enrichment should be disgorged and returned to Plaintiff and  
13 Class Members, at an amount to be proven at trial.

14 **COUNT V**

15 **For Breach of Obligation of Good Faith and Fair Dealing**

16 77. Plaintiff, individually, and on behalf of all others similarly situated,  
17 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
18 herein by reference.

19 78. Samsung breached its obligation of good faith and fair dealing by  
20 intentionally designing subject televisions to draw less power during DOE testing,  
21 thereby fraudulently representing the true nature of the television's energy usage,  
22 leading to improper ENERGY STAR certification.

23 **COUNT VI**

24 **For Fraudulent Inducement**

25 79. Plaintiff, individually, and on behalf of all others similarly situated,  
26 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
27 herein by reference.  
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1 80. To induce Plaintiff and Class Members to purchase the subject  
2 televisions, Samsung made representations as to the subject television's energy saving  
3 capabilities.

4 81. Among the representations Samsung made to Plaintiff and Class  
5 Members was that they could "enjoy a crystal-clear picture while saving energy with  
6 technology that intelligently adapts the screen's brightness to the intensity of the light  
7 in the room.

8 82. Moreover, Samsung represented the subject televisions as ENERGY  
9 STAR certified, without warning Plaintiff and Class Members that changes to the  
10 television's default settings would affect the nature of the subject TVs energy saving  
11 capabilities.

12 83. Thereafter, Plaintiff and Class Members discovered that, unbeknownst to  
13 them, Samsung fraudulently installed software in each subject television, which  
14 altered the subject television's actual level of energy usage.

15 84. As a result of Samsung's fraudulent inducement, Plaintiff and Class  
16 Members have been injured.

17 **COUNT VII**

18 **For Fraudulent Misrepresentation**

19 85. Plaintiff, individually, and on behalf of all others similarly situated,  
20 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
21 herein by reference.

22 86. Samsung fraudulently represented the subject televisions as energy  
23 saving, when ordinary changes to the subject TVs default settings made by everyday  
24 users increased the energy production of the televisions.

25 87. Incredibly, Samsung represented the subject televisions as ENERGY  
26 STAR certified, without representing that changes made to the television's default  
27 settings would affect the nature of the subject TVs energy saving capabilities.  
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1 88. Likewise, Samsung represented the subject televisions as ENERGY  
2 STAR certified, and energy efficient, where viewing movies produced in HDR on a  
3 HDR-capable television would actually increase energy usage, thereby increasing  
4 costs of electricity for Plaintiff and Class Members.

5 89. All acts of Samsung complained of herein were committed with malice,  
6 intent, wantonness, and recklessness, and overall were egregious in nature, and as  
7 such, Plaintiff and Class Members are entitled to punitive damages.

8 **COUNT VIII**  
9 **For Common Law Fraud**

10 90. Plaintiff, individually, and on behalf of all others similarly situated,  
11 repeats and re-alleges the above paragraphs of this Complaint and incorporates them  
12 herein by reference.

13 91. As detailed at length above, Samsung intentionally concealed and  
14 suppressed material facts concerning the energy usage of the subject televisions in  
15 order to defraud and mislead Plaintiff and Class Members about the true extent of the  
16 subject televisions' energy consumption.

17 92. Samsung accomplished its scheme to defraud, and concealment thereof,  
18 by installing software capable of changing the energy usage of the subject televisions  
19 when consumers changed default settings on their televisions, without warning.

20 93. Ordinary usage and common changes made to the subject televisions'  
21 default settings increased energy usage, causing Plaintiff and Class Members to incur  
22 increased electricity costs, without their knowledge, all the while believing they  
23 purchased an energy efficient television.

24 94. Moreover, Samsung represented the subject televisions as ENERGY  
25 STAR certified, and energy efficient, where viewing movies produced in HDR on a  
26 HDR-capable television would actually increase energy usage, thereby increasing  
27 costs of electricity for Plaintiff and Class Members.  
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1 95. As a result of Samsung's scheme to defraud, and concealment thereof,  
2 Plaintiff and Class Members suffered damages.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays that the Court grant Plaintiff and the Class the  
5 following relief against Defendant as follows:

- 6 1. For an order certifying this action and/or common issues raised herein as a  
7 Class Action under the appropriate Federal Rule of Civil Procedure 23(a),  
8 23(b), and 23(c); further designating Class Representatives, appointing the  
9 undersigned as class counsel;
- 10 2. Notice of class certification and of any relief to be published to all Class  
11 Members, and for such other notices deemed appropriate by this Court  
12 under Fed R. Civ. P. 23(d)(s) ;
- 13 3. An order forbidding Samsung from destroying or removing any computer  
14 or similar records with evidence related to Samsung's sales records, or this  
15 action;
- 16 4. An order requiring complete and immediate disclosure of all studies,  
17 reports, analyses, data, compilations, and other similar information within  
18 the possession, custody, or control of Samsung, concerning, relating to, or  
19 involving energy usage of subject televisions;
- 20 5. An order preventing Samsung from attempting, by any means, on its own  
21 or through its agents, to persuade any putative Class Members to sign any  
22 documents which in any way release any of the claims of any Putative  
23 Class Members;
- 24 6. An award of statutory damages;
- 25 7. Awarding punitive damages as allowed by law, in an amount to be proven  
26 at trial;
- 27 8. An award of compensatory damages in an amount to be determined for all  
28 injuries and damages contained herein;

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- 9. For an award of restitution and disgorgement of Samsung’s revenues to Plaintiff and the proposed Class Members;
- 10. Declaratory and Injunctive relief as permitted by law or equity, including enjoining Samsung from continuing the unlawful practices discussed herein, and directing Samsung to identify, with Court supervision, victims of its conduct and pay them, restitution and disgorgement of all monies acquired by Samsung by means of any act or practice declared by the Court to be wrongful;
- 11. Ordering Samsung to engage in a corrective advertising campaign;
- 12. An award of attorneys’ fees and costs to counsel for Plaintiff and the Class; and
- 13. Such other relief as the Court deems just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: November 15, 2016

Respectfully Submitted,

By: /s/ Trinette G. Kent  
Trinette G. Kent, Esq.  
LEMBERG LAW, LLC  
43 Danbury Road  
Wilton, CT 06897  
Telephone: (203) 653-2250  
Facsimile: (203) 653-3424  
*Attorneys for Plaintiffs*