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12 Veronica Munoz, *on behalf of herself and all others similarly situated*

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 WESTERN DIVISION

17
18 Veronica Munoz, *on behalf of herself and*
19 *all others similarly situated*

20 Plaintiff,

21 vs.

22 LG Electronics U.S.A., Inc.,
23

24 Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

25
26
27 **INTRODUCTION**
28

1 1. Plaintiff, Veronica Munoz (“Plaintiff”), brings this putative class
2 action, on behalf of herself, and a putative class of an estimated millions of
3 consumers against LG Electronics U.S.A., Inc. (“LG,” “LG Electronics,” or
4 “Defendant”).
5

6 2. This is a class action against LG for misrepresenting the energy
7 efficiency of its televisions manufactured between 2011 and the present, which
8 feature ABC (automatic brightness control, or “Energy Saving”) and MDD
9 (motion detection dimming, or “Motion Eye Care”) technologies. LG
10 misrepresents that its televisions are the most energy efficient of televisions (the
11 “Misrepresentation”) in a uniform fashion as a matter of company policy through
12 (a) the ENERGYGUIDE labels affixed to its products, and (b) the ENERGY
13 STAR® logo, which indicates that televisions meet the ENERGY STAR®
14 standards for energy efficiency.
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19 3. ENERGY STAR is a U.S. Environmental Protection Agency (“EPA”)
20 voluntary program that helps businesses and individuals save money and protect
21 the climate through superior energy efficiency. In 1992, the EPA introduced
22 ENERGY STAR as a voluntary labeling program designed to identify and promote
23 energy-efficient products to reduce greenhouse gas emissions. The ENERGY
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1 STAR label is now on major appliances, office equipment, lighting, new homes,
2 and electronics.¹
3

4 4. Despite LG's claims, independent testing commissioned by the
5 Natural Resources Defense Council ("NRDC") reveals that its television are
6 programmed to disable key energy-saving features when consumers adjust the
7 default picture settings. Moreover, LG specifically optimized and tailored these
8 energy-saving features to create a reduction in energy usage during testing with the
9 U.S. Department of Energy ("DOE") that is not reflected under real world
10 conditions. Thus, the NRDC estimates that LG's conduct doubles the expected
11 energy cost to operate its televisions.
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14

15 5. The Misrepresentation communicates to consumers that LG's
16 televisions are the most energy efficient of televisions. The Misrepresentation is
17 part of the basis of the bargain that consumers pay a higher up-front purchase price
18 for the televisions but save more on energy bills over time using the product. This
19 is an attractive incentive to many consumers who demand energy efficient
20 appliances and electronics.²
21
22

23 6. To capitalize on this demand, LG engaged in a long-term advertising
24 campaign in which it utilized various forms of media to advertise that its
25

26 ¹ <https://www.energystar.gov/products/electronics/televisions>.

27 ² See <http://www.nielsen.com/us/en/insights/news/2015/consumers-want-energy-efficiency-but-what-will-they-do-about-it.html> ("consumers still view home
28 efficiency as their top unmet demand need ... ") (last visited Oct 5, 2016)

1 televisions are among the most energy efficient of televisions, as the televisions
2 meet the ENERGY STAR® program standards for energy efficiency. According
3
4 to its website, LG “offers more than 800 ENERGY STAR qualified models in a
5 range of product categories,” including televisions.³ Moreover, LG boasts on its
6 website that it was recognized as the ENERGY STAR® Partner of the year in
7
8 2015:



LG has earned the U.S. Environmental Protection Agency's
2015 ENERGY STAR® Partner of the Year Award.

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14 7. Consumers look for the ENERGY STAR® logo when evaluating
15 whether a product is among the most energy efficient in its class. “The ENERGY
16 STAR® logo is a critical tool for consumers looking to save energy and money
17 with their appliances,” said Scott Blake Harris, the DOE’s General Counsel. In
18 fact, “[t]he ENERGY STAR mark ranks among the highest level of influence on
19 product purchase among all consumer emblems, similar in ranking to the Good
20 Housekeeping Seal.” Indeed, a 2012 National Association of Home Builders
21 (“NAHB”) Home Trends & Buyer Preferences survey also acknowledged that
22 ENERGY STAR® was the feature most desired by appliance purchasers, picked
23
24
25
26 by 94% of respondents.

27
28 ³ <http://www.lg.com/us/energy-star>

1 8. Similarly, the ENERGYGUIDE label affixed to every Product
2 provides consumers with an estimate of the television's annual energy costs.
3
4 Additionally, the ENERGYGUIDE label provides a range of energy costs for
5 similar models. This allows consumers to understand how a product's energy use
6 compares to the energy use of similar products.⁴ Accordingly, a single glance at
7
8 one of Defendant's ENERGYGUIDE labels communicates the message that the
9
10 Products are among the most energy efficient of televisions.

11 9. However, in September 2016, the NRDC, with the help of Ecos
12 Research ("Ecos"), released a report entitled *The Secret Costs of Manufacturers*
13 *Exploiting Loopholes in the Government's TV Energy Test: \$1.2 Billion For*
14 *Consumers & Millions of Tons of Pollution* (the "NRDC Report"). The NRDC
15
16 Report was based on (i) a comprehensive laboratory testing of selected televisions
17 energy efficiency, and (ii) additional in-store testing to observe the persistence of
18
19 key energy-saving features.⁵

20 10. The NRDC Report concluded that LG's energy-saving features are
21
22 active during the DOE's testing of the Products, but are designed to be disabled
23
24

25 ⁴ See [https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-](https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-energyguide-label)
26 [energyguide-label](https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-energyguide-label) (directing consumers to "Use the EnergyGuide label to compare
27 the energy use of similar models.") (last visited Oct 5, 2016)

28 ⁵ [https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-](https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf)
[loopholes-tv-energy-test-report.pdf](https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf) ("NRDC Report")

1 whenever a consumer changes the default picture settings.⁶ Thus, LG's
2 Misrepresentation – that the Products are among the most energy efficient of
3 televisions – is based on energy-saving features that LG has ensured will be
4 silently and invisibly terminated or inactive during normal consumer use. Notably,
5 without these features active, power use increased in comparison to out-of-the box
6 settings.”⁷ Without these features, the Products, all of which received the
7 ENERGY STAR® label, would not so qualify.
8
9

10
11 11. The promised benefits of efficiency and energy-savings were illusory.
12 For Class Members who purchased LG's televisions, the promised savings from
13 reduced energy bills never came. Instead, LG deployed firmware to make it all but
14 certain that key energy-saving features would be inactive during normal consumer
15 use.
16

17
18 12. Thus, Class Members pay higher costs in two ways: a higher up-front
19 purchase price due to the substantial price premium that the Misrepresentation
20 commands in the marketplace, and/or higher energy usage (and cost) over the
21 product's life, since its actual energy consumption is substantially higher than what
22 was promised. Each Class Member paid a higher initial price for their television,
23 and will pay higher energy costs every month – for the anticipated use of the
24 television.
25
26

27 ⁶ *Id.*

28 ⁷ *Id.*

1 13. LG has profited immensely from the selling its televisions as energy
2 efficient, through ENERGY STAR® labeling, having earned over billions of
3 dollars for units sold in North America alone.
4

5 **JURISDICTION AND VENUE**
6

7 14. This Court has original jurisdiction over this class action pursuant to
8 28 U.S.C. § 1332(d)(2) as the amount in controversy exceeds the sum or value of
9 \$5,000,000, exclusive of interest, fees, and costs, and the matter is a class action in
10 which a member of the class of Plaintiff is a citizen of a State different from any
11 defendant.
12

13 15. Additionally, this Court has supplemental jurisdiction over Plaintiff’s
14 common law claims pursuant to 28 U.S.C. § 1391, because said claims derive from
15 a common nucleus of operative facts.
16

17 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because
18 a substantial portion of the events giving rise to Plaintiff and Class and/or
19 Collective Action Members’ claims occurred in the Northern District of California,
20 as LG: (1) is authorized to conduct business in this District, and has intentionally
21 availed itself to the laws and markets within this District through the promotion,
22 marketing, distribution and sale of its products in this District, (2) presently does
23 substantial business in this District, and (3) is subject to personal jurisdiction in
24 this District.
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PARTIES

1
2 17. At all relevant times Plaintiff was a resident of San Jose, California,
3
4 and a citizen of the state of California.

5 18. Plaintiff on behalf of herself, and the putative National class, and
6
7 California sub-class, brings this class action lawsuit against LG.

8 19. Defendant LG is an international corporation with its United States
9
10 headquarters in Huntsville, AL. LG Electronics was founded in 1958 as Goldstar,
11
12 in the aftermath of the Korean War.⁸ By 2015 LG was profiting millions of
13
14 dollars, and for the first three months of the year profits were at \$36 million.⁹

FACTUAL ALLEGATIONS

A. LG Communicates the Misrepresentation

15
16 20. LG communicates the Misrepresentation through (a) the
17
18 ENERGYGUIDE labels affixed to its televisions, and (b) ENERGY STAR®
19
20 logos, which indicate that the televisions meet the ENERGY STAR® standards for
21
22 energy efficiency. A single glance at one of Defendant’s ENERGYGUIDE labels
23
24 or the ENERGY STAR® logo communicates the message that the televisions are
25
26 among the most energy efficient of televisions.

27 ⁸ https://en.wikipedia.org/wiki/LG_Electronics

28 ⁹ <http://www.wsj.com/articles/tv-sales-slump-at-lg-offsetting-smartphone-success-1430288273?alg=y>

1 21. LG has articulated the importance of energy efficiency to its brand
2 identity. LG represents that it is “committed to developing the most innovative
3 and energy-efficient products that provide consumers with superior performance
4 while achieving significant energy savings and lessening the impact on the world
5 around us.”¹⁰
6
7

8 **B. The ENERGYGUIDE Label Promise and Its Significant Effect on**
9 **Consumers**

10 22. The Federal Trade Commission (“FTC”) requires all televisions
11 manufactured after May 10, 2011 to affix or display ENERGYGUIDE labels.¹¹
12

13 23. “Unlike many years ago, before flat screens and plasma, today’s
14 televisions vary widely in the amount of energy they use,” said FTC Chairman Jon
15 Leibowitz commenting on the decision to expand the ENERGYGUIDE program to
16 televisions. “By comparing information on the EnergyGuide labels, consumers
17 will be able to make better-informed decisions about which model they choose to
18 buy, based on how much it costs to operate per year.”¹²
19
20

21 24. The central purpose of the ENERGYGUIDE label is to inform
22 consumers which products are among the most energy efficient in the marketplace.
23
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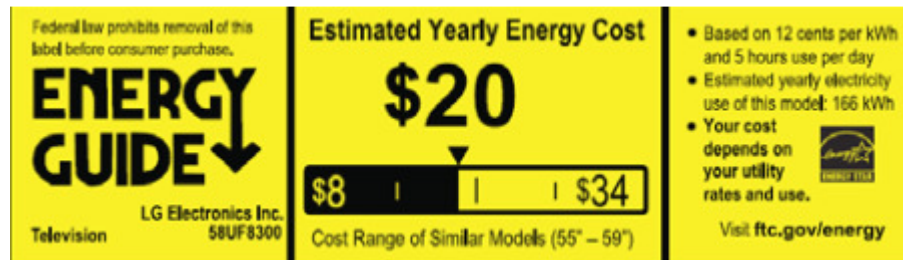
26 ¹⁰ <http://www.lg.com/us/energy-star>

27 ¹¹ Available at <https://www.ftc.gov/news-events/press-releases/2010/10/starting-2011-ftc-will-require-energyguide-labels-televisions> (last visited October 5, 2016)

28 ¹² *Id.*

1 As the FTC website commented, “[ENERGYGUIDE] tells how much energy an
2 appliance uses and makes it easier to compare the energy use of similar models.”¹³
3

4 25. A typical ENERGYGUIDE label used by Defendant appears below:



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10 26. Defendant’s ENERGYGUIDE labels reveal that its televisions
11 purportedly use a fraction of the energy used by “Similar Models.” Therefore,
12 ENERGYGUIDE labels communicate the Misrepresentation: this television is
13 purportedly among the most energy efficient of televisions.
14

15 **C. The ENERGY STAR® Promise and Its Significant Effect on** 16 **Consumers**

17
18 27. ENERGY STAR® is a government initiative designed to “identify
19 and promote energy-efficient products in order to reduce energy consumption,
20 improve energy security, and reduce pollution through voluntary labeling of, or
21 other forms of communication about, products and buildings that meet the highest
22 energy conservation standards.” *See* 42 U.S.C. § 6294a. The program is jointly
23 administered by the DOE and the Environmental Protection Agency (“EPA”).
24
25

26
27 ¹³ *Energy Guidance: Appliance Shopping with the Energy Guide Label available at*
28 <https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-energyguide-label> (last visited October 5, 2016).

1 28. The ENERGY STAR® program is not a regulatory program; rather, it
2 consists of voluntary partnerships (with licensing agreements) between the
3 DOE/EPA and industry participants that commit to manufacture products that meet
4 the very highest standards of energy efficiency.
5

6 29. Because ENERGY STAR® is widely recognized as the premier brand
7 for energy efficient products, participation in the ENERGY STAR® program has a
8 significant impact on the marketability of products. The most important tool used
9 in the ENERGY STAR® program is the ENERGY STAR® logo.
10

11 30. The message and promise conveyed by the ENERGY STAR® logo is
12 that the product is among the most energy efficient of similar products available in
13 the marketplace. An ENERGY STAR® certification allows consumers to
14 maximize their energy-savings, while simultaneously protecting the environment.
15 National retailers that dominate the television market rely extensively on
16 ENERGY STAR®-related promotions, as well as the distinctive logo, to sell
17 televisions and bring consumers to their stores:
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8 31. The campaign to promote ENERGY STAR® has continued for almost
9 two decades. To promote the message of energy efficiency and savings, the EPA
10 launched a broad outreach campaign in 1997, encouraging consumers to look for
11 the distinctive ENERGY STAR® label. The campaign prominently mentioned the
12 environmental benefits of the ENERGY STAR® program, but the focus remained
13 on the financial savings that consumers could realize through superior energy
14 efficiency. According to the EPA, the first consumer campaign had three key
15 messages:
16
17
18

19 **ENERGY STAR saves you money and protects the**
20 **environment. Use of qualified products in your home**
21 **can mean up to 30 percent savings.**

22 **The second price tag. Products have two price tags:**
23 **the purchase price plus the cost of electricity needed**
24 **to use the product over its lifetime.**

25 **An easy choice. Either the product is energy efficient**
26 **because it displays the ENERGY STAR label, or it**
27 **isn't.**
28

1 32. These marketing and educational efforts have culminated in one of the
2 most recognizable, global symbols for energy efficiency. Scott Blake Harris,
3 General Counsel for the DOE, has stated that “[t]he ENERGY STAR® label is a
4 critical tool for consumers looking to save energy and money with their
5 appliances.”
6
7

8 33. In fact, the ENERGY STAR® label was *specifically engineered* to
9 convey a simple message to consumers: that a given product is one of the most
10 efficient of similar products within the market. It is “extremely successful as an
11 informational device.” Declaration of Catherine Zoi, Assistant Secretary, Office of
12 Energy Efficiency and Renewable Energy, *LG Electronics U.S.A., Inc. v. DOE, et*
13 *al.*, No. 09-2297-JDB (D.C. Dec. 23, 2009), Dkt. No. 10-7, at ¶ 19. It sends an
14 unequivocal message to consumers.
15
16

17 34. The DOE and EPA have found that “[s]ubstantial portions of U.S.
18 households in the surveyed population recognize, understand, and are influenced
19 by the ENERGY STAR® label.” This is supported by a prominent national survey
20 conducted in 2011, which found that 85% of households had at least a general
21 understanding of the label’s purpose, including 75% that had a “high
22 understanding.”
23
24

25 35. The same survey found the ENERGY STAR® logo materially
26 influenced the purchasing decisions of 88% of households that recognized it,
27
28

1 including 76% whose purchase decisions were influenced “very much” or
2 “somewhat.”
3

4 36. A 2012 NAHB Home Trends & Buyer Preferences survey¹⁴ found
5 that ENERGY STAR® appliances were the features most desired by homebuyers,
6 picked by 94% of respondents. There is no doubt that appliance manufacturers
7 such as LG consider the ENERGY STAR® label to be a “promise” of “savings”
8 and “energy efficiency.”
9

10
11 37. Participation in the ENERGY STAR® program has a significant
12 impact on the marketability of products. The message conveyed by the ENERGY
13 STAR® logo is that the product is among the most efficient of similar products
14 available in the marketplace.
15

16 38. Generally, consumers can expect ENERGY STAR® certified
17 televisions to be on average, 25 percent more energy efficient than conventional
18 models, saving energy in all usage modes: sleep, idle, and on.¹⁵
19

20 **D. The NRDC Report and The Real Energy Use of LG Televisions**

21 39. LG televisions sold since 2011 are tested by the U.S. DOE to measure
22 television energy use. The DOE measures the energy use of new television models
23 while playing a 10-minute video of assorted content developed by the International
24
25

26 ¹⁴ According to the NAHB, these results were obtained by surveys performed by
27 NAHB and Better Homes and Gardens.

28 ¹⁵ Available at <https://www.energystar.gov/products/electronics/televisions> (last
visited Oct. 5, 2016).

1 Electrotechnical Commission (“IEC”) standards organization.¹⁶ The testing is
2 conducted with the default picture settings activated. As the NRDC Report
3 explains:
4

5 **The results are used to determine the annual energy**
6 **use listed on yellow EnergyGuide labels** (see example
7 below), which are mandated by the Federal Trade
8 Commission (FTC) to **appear on every television sold**
9 **in stores**. This allows consumers to compare the TV’s
10 energy use against the energy use of similar-size models
11 before purchase.

12 The test results also are used when manufacturers seek
13 approval to display the **ENERGY STAR® label to**
14 **indicate that the model is among the more energy**
15 **efficient on the market**.

16 (emphasis added).¹⁷

17 40. In the 2016 NRDC Report, the NRDC and Ecos conducted
18 comprehensive laboratory testing on a select LG television, specifically, model
19 number 58UF8300. The television was equipped with two energy-saving features:
20 (i) a motion detection dimming program (“MDD”) and, (ii) an automatic
21 brightness control (“ABC”).¹⁸
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26 _____
27 ¹⁶ <https://www.nrdc.org/media/2016/160921-0>

28 ¹⁷ NRDC Report.

¹⁸ *Id.* at 12.

1 41. MDD, referred to as “Motion Eye Care” by LG, decreases the
2 brightness of the television screen when rapid scene changes occur. This reduction
3 in screen brightness can produce energy-savings.¹⁹
4

5 42. ABC, referred to as “Energy Saving” by LG, decreases television
6 screen brightness based upon the amount of ambient light detected. When ambient
7 light decreases, the ABC decreases the screen brightness. This reduction in screen
8 brightness can produce energy-savings.²⁰
9

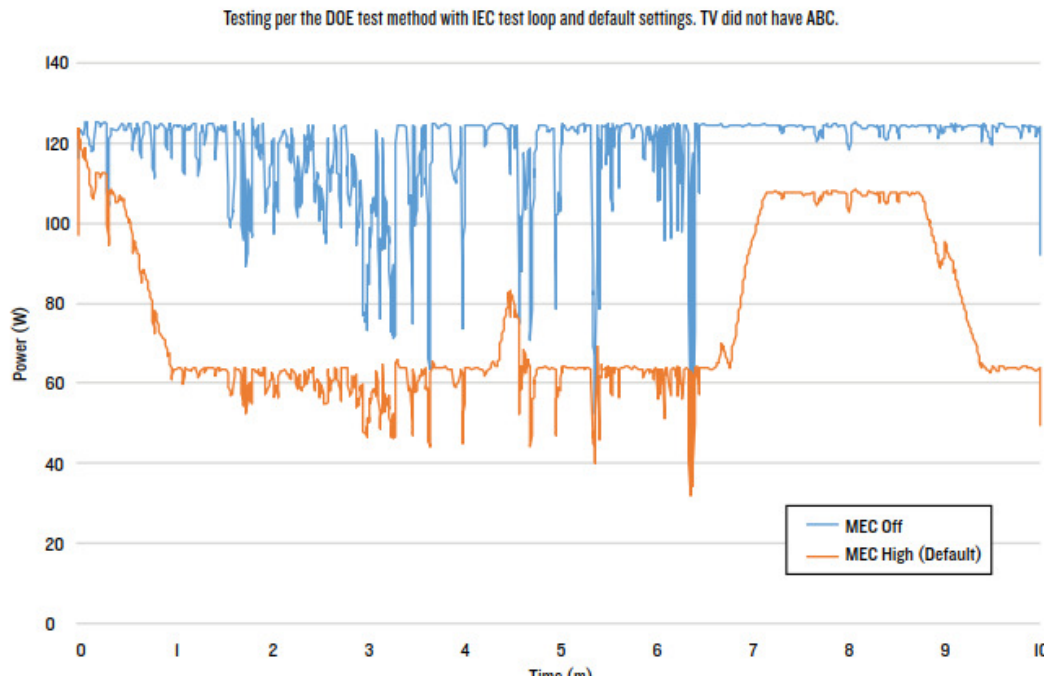
10 43. The NRDC Report, applying the DOE’s methodology, tested the
11 energy usage of the LG television. To observe the impact of the energy-saving
12 features, the NRDC Report alternately tested LG’s television with MDD enabled
13 and disabled. The results are reflected in the table below:²¹
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26 ¹⁹ *Id.*

27 ²⁰ *Id.* at 21.

28 ²¹ *Id.* at 13.

Figure 1: LG model 58UF8300: Impact of MDD (Motion Eye Care) on on-mode power use



44. Significantly, the average on-mode power with Motion Eye Care (MDD) on was 75 Watts, but elevated to 119 Watts, an increase of 58 percent, when the same test was conducted with Motion Eye Care turned off.²²

45. Even worse, the NRDC Report went on to discover that minor changes to the default settings disabled energy-saving features. “LG TVs had a large selection of picture modes and used the unique term Auto Power Save (APS) to designate their default picture setting. Selecting any other picture setting disabled both ABC (called Energy Saving) and MDD (called Motion Eye Care), if

²² *Id.*

1 present.” “[C]hoosing the setting called Standard also caused both energy-saving
2 features to be disabled.”²³
3

4 46. LG failed to warn consumers that these minor screen adjustments
5 disabled these energy-saving features:

6 In addition, the user was neither notified of these
7 changes nor given an adequate and effective on-screen
8 warning that energy use would increase if he or she
9 proceeded with the change to the picture mode setting.²⁴

10 47. Notably, the “ENERGY STAR® Program Requirements for
11 Televisions: Partner Commitments,” which discusses the partnership guidelines of
12 the ENERGY STAR® program, expressly requires participating partners to warn
13 consumers when a change will disable energy-saving features:
14

15 Preset Picture Setting Menu: For any product where
16 consumers have the option of selecting different picture
17 settings from a preset menu at any time:

18 The product **shall display on-screen information that**
19 **the Default Picture Setting reflects the setting under**
20 **which the product qualifies for the ENERGY STAR.**
21 For example, such information may be indicated by
22 including an electronic ENERGY STAR mark alongside
23 the name or description of that picture setting or in the
form of a message displayed each time any setting other
than the Default Picture Setting is selected.

24 (emphasis added).²⁵
25

26 ²³ *Id.*

27 ²⁴ *Id.* at 19.

28 ²⁵ *Available at*

1 48. Furthermore, the NRDC Report results showed that the clip developed
2 by the IEC and used by the DOE contained much shorter scenes and more frequent
3 cuts between them than typical real-world content (*e.g.*, sports, dramas, and news
4 programs). Because the MDD dims the television screen with rapid scene changes,
5 the MDD produced energy-savings with the DOE clip's short scenes that are
6 simply not realized when real-world content is displayed.²⁶
7

9 49. The report goes on to state that LG appears to have deployed MDD
10 features to "game" the IEC test clip:
11

12 [I]t's conceivable that some manufacturers might be
13 **exploiting the abnormally high frequency of scene**
14 **changes in the IEC test clip to maximize the effect of**
15 **MDD** and obtain a better energy efficiency score, thereby
gaining a competitive advantage.

16 emphasis added).²⁷
17

18 50. Lastly, the NRDC Report further commented that playing movies in
19 high dynamic range ("HDR") is likely to significantly increase future the energy
20 use of televisions, which is similarly not reflected under DOE test conditions. In
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22
23
24

25 <https://www.energystar.gov/sites/default/files/FINAL%20Version%207.0%20Tele>
26 [vision%Program%20Requirements%20\(Dec-2014\)_0.pdf](https://www.energystar.gov/sites/default/files/FINAL%20Version%207.0%20Tele) (last visited Oct. 5,
2016)

27 ²⁶ NRDC Report at 17.

28 ²⁷ *Id.* at 6.

1 fact, energy use increased as much as 50 percent when HDR content was enabled
2 on Ultra High Definition televisions.²⁸
3

4 **E. Plaintiff's Experiences**

5 51. In 2016 Plaintiff purchased a 55" LG television. The television was
6 ENERGY STAR® certified through representations made on the box, as well as
7 LG's website.²⁹
8

9 52. In deciding which television to purchase, Plaintiff observed prior to
10 purchase that her Product was ENERGY STAR® certified – a representation
11 Plaintiff relied on as a fair and accurate characterization of the energy usage of the
12 television she purchased and understood to mean that the television was among the
13 most energy efficient of televisions. Plaintiff's purchase of the television included
14 a substantial price premium due to LG's Misrepresentation that the television was
15 among the most energy efficient of televisions. Plaintiff changed the factory
16 default picture settings on her television shortly after activating the television. The
17 changes included changes to the television's contrast, backlight, and picture
18 settings. Prior to adjusting these settings, Plaintiff was not warned that the changes
19 would reduce energy efficiency, causing her to incur additional charges on her
20 electricity bill.
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27 ²⁸ *Id.* at 7.

28 ²⁹ <http://www.lg.com/us/energy-star>

1 53. LG's Misrepresentation that Plaintiff's television was among the most
2 energy efficient of televisions was an immediate cause of Plaintiff's decision to
3 purchase its product. She would not have agreed to purchase the television, or
4 would have sought materially different terms, had she known that the
5 Misrepresentation was false and misleading.
6
7

8 54. LG's Misrepresentation that the television was among the most
9 energy efficient on the market played a pivotal role, and was a substantial factor, in
10 Plaintiff's decision to purchase the television.
11

12 55. Plaintiff also understood that the purchase involved a direct
13 transaction between herself and LG because the television came with packaging
14 and other materials prepared by LG, including warranty materials referencing a
15 manufacturer's warranty provided directly to the consumer, indicating she was
16 purchasing warranty protection directly from LG as part of the transaction.
17
18

19 56. LG failed to disclose to Plaintiff at the time of sale that it had installed
20 a defeat device in the subject television, reduce the energy efficiency of the
21 television.
22

23 **CLASS ACTION ALLEGATIONS**

24 **A. The Class**

25
26 57. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P.
27 23 on behalf of herself and all others similarly situated.
28

1 58. Plaintiff represents, and is a member of the following putative class
2 (the “Class”):
3

4 **All persons within the United States who purchased,**
5 **within the relevant statute of limitations period, a LG**
6 **television manufactured between 2011 and the**
7 **present which features ABC (automatic brightness**
8 **control, or “Energy Saving”) and MDD (motion**
9 **detection dimming, or “Motion Eye Care”)**
10 **technologies.**

11 59. Plaintiff also seeks to represent the following proposed subclass (the
12 “California Subclass”):

13 **All persons residing in the state of California who**
14 **purchased, within the relevant statute of limitations**
15 **period, a LG television manufactured between 2011**
16 **and the present which features ABC (automatic**
17 **brightness control, or “Energy Saving”) and MDD**
18 **(motion detection dimming, or “Motion Eye Care”)**
19 **technologies.**

20 60. The definition of the putative class is narrowly tailored so as to
21 include only identifiable members who purchased a LG model television within the
22 limitations period, with specific technology.

23 **B. Numerosity**

24 61. The proposed classes are so numerous that the individual joinder of all
25 its members, in this or any action, is impracticable. The exact number or
26 identification of the members of the putative classes is presently unknown to
27
28

1 Plaintiff, but it is believed to include thousands of consumers in California and
2 across the Country making joinder impracticable.
3

4 62. The exact number and identities of the Class members are unknown at
5 this time, and can only be ascertained through discovery. Identification of Class
6 members is a matter capable of ministerial determination from Defendant's
7 records.
8

9 **C. Common Issues of Law and Fact**
10

11 63. There are questions of law and fact common to all Class Members that
12 predominate over any questions affecting only individual members. These
13 questions include, but are not limited to:
14

- 15 a. Whether Defendant misrepresented its televisions as being
16 the most energy efficient;
- 17 b. Whether Class Members suffered an ascertainable loss as a
18 result of Defendant's Misrepresentation; and
- 19 c. Whether, as a result of Defendant's misconduct as alleged
20 herein, Plaintiff and Class Members are entitled to
21 restitution, injunctive, and/or monetary relief and, if so, the
22 amount and nature of such relief;
23
24
25

26 64. The common questions in this case are capable of having common
27 answers. If Plaintiff's claim that LG willfully or negligently, in breach of contract,
28

1 and applicable state or federal law, misrepresented the energy usage of their
2 televisions, Plaintiff and Class members will have identical claims capable of
3 being efficiently adjudicated and administered in this case. Plaintiff is asserting
4 the same rights, making the same claims, and seeking the same relief for herself
5 and all other putative class members.
6
7

8 **D. Typicality**

9 65. Plaintiff's claims are typical of the claims of Class members because
10 Plaintiff and Class Members all purchased televisions bearing the same
11 Misrepresentation. Plaintiff's claims are typical of the respective Subclass for the
12 same reason.
13
14

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

16 66. Plaintiff will fairly and adequately protect the interests of the Class
17 and has retained counsel experienced in handling class actions and claims
18 involving unlawful business practices. Neither Plaintiff nor her counsel has an
19 interest which might cause them not to vigorously pursue this action.
20
21

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

23 67. A class action is the superior method for the fair and efficient
24 adjudication of this controversy. The interest of Class members in individually
25 controlling the prosecutions of separate claims against Defendant is small because
26 it is not economically feasible for Class members to bring individual actions.
27
28

1 68. Management of this class action is unlikely to present any difficulties.

2 69. The prosecution of separate actions by individual members of the
3
4 Class would create a foreseeable risk of inconsistent and varying adjudications,
5 leading to differentiating results and standards for Defendant.

6 70. As a sensible matter, adjudications with respect to individual members
7
8 of the class be dispositive of the interests of the other members not parties to the
9 individual adjudications or would substantially impair or impede their ability to
10 protect their own separate interests.
11

12 **COUNT I**
13 **Breach of Express Warranties**

14 71. Plaintiff brings this claim individually, on behalf of members of the
15 Class and California Subclass, and repeats and re-alleges the above paragraphs of
16 this Complaint and incorporates them herein by reference.
17

18 72. In connection with the sale of the subject televisions, LG expressly
19 warranted that, among other things, its televisions were fit for their intended
20 purpose, and would function properly as energy efficient televisions within the
21 parameters established by the ENERGY STAR® program, and the
22 Misrepresentation.
23

24 73. In reality, the televisions do not function properly as energy efficient
25 televisions within the parameters established by the ENERGY STAR® program,
26 and the Misrepresentation.
27
28

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

5
6 75. Plaintiff and Class Members were injured as a direct and proximate
7 result of Defendant's breach because: (a) they would not have purchased the
8 televisions on the same terms if the truth concerning Defendant's
9 Misrepresentation had been known; (b) they paid a price premium due to the
10 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff
11 and Class Members have paid and will continue to pay higher energy bills for as
12 long as they continue to use the televisions.

13
14 76. As a result of breach of express warranties, Plaintiff and Class
15 Members have been damaged.

16
17
18
19 **COUNT II**
20 **Breach of Implied Warranty of Merchantability**

21 77. Plaintiff brings this claim individually, on behalf of members of the
22 Class and California Subclass, and repeats and re-alleges the above paragraphs of
23 this Complaint and incorporates them herein by reference.

24
25 78. Defendant, as the designer, manufacturer, marketer, distributor, and/or
26 seller impliedly warranted that its televisions were fit for their intended purpose in
27 that they would function properly as energy efficient televisions within the
28

1 parameters established by the ENERGY STAR® program, and the
2 Misrepresentation.
3

4 79. Defendant breached the warranty implied in the contract for the sale
5 of the Products in that the Products could not pass without objection in the trade
6 under the contract description, the goods were not of fair average quality within the
7 description, and the goods were unfit for their intended and ordinary purpose in
8 that they did not function properly as energy efficient televisions within the
9 parameters established by the ENERGY STAR® program, and the
10 Misrepresentation. As a result, Plaintiff and Class Members did not receive the
11 goods as impliedly warranted by Defendant to be merchantable.
12
13
14

15 80. Plaintiff and Class Members are the intended beneficiaries of
16 Defendant's implied warranties.
17

18 81. In reliance upon Defendant's skill and judgment and the implied
19 warranties, Plaintiff and Class Members purchased the Products for use as energy
20 efficient televisions within the parameters established by the ENERGY STAR®
21 program, and the Misrepresentation.
22

23 82. The televisions were not altered by Plaintiff and Class Members. Any
24 changes to picture settings made by Class Members constituted expected and
25 ordinary use of a television.
26
27
28

1 83. The televisions were defective when they left the exclusive control of
2 Defendant. The built-in firmware process by which the efficiency of the television
3 was disabled and the benefits lost to the consumer upon making use of image
4 controls constitutes a defect.
5

6 84. Defendant knew the televisions would be purchased and used without
7 additional testing for energy efficiency by Plaintiff and Class Members. The
8 televisions were defectively designed and unfit for their intended purpose, and
9 Plaintiff and Class Members did not receive the goods as warranted.
10
11

12 85. As a direct and proximate cause of Defendant’s breach of the implied
13 warranty, Plaintiff and Class Members have been injured and harmed because: (a)
14 they would not have purchased the televisions on the same terms if the truth
15 concerning Defendant’s Misrepresentation had been known; (b) they paid a price
16 premium due to the Misrepresentation; (c) the televisions did not perform as
17 promised; and (d) Plaintiff and Class Members have paid and will continue to pay
18 higher energy bills for as long as they continue to use the televisions.
19
20
21

22 **COUNT III**
23 **For Violations of California Unfair Competition Law (“UCL”)**
Cal. Bus. & Prof. Code § 17200, et seq.

24 86. Plaintiff, individually, and on behalf of the members of the California
25 Subclass, repeats and re-alleges the above paragraphs of this Complaint and
26 incorporates them herein by reference.
27
28

1 87. Defendant is subject to the UCL. The UCL provides, in pertinent
2 part: “Unfair competition shall mean and include unlawful, unfair or fraudulent
3 business practices and unfair, deceptive, untrue or misleading advertising . . .”³⁰
4

5 88. Defendant’s conduct, described herein, violated the “unlawful” prong
6 of the UCL by violating the False Advertising Law, Cal. Bus. & Prof. Code §
7 17500, *et seq.*
8

9 89. Defendant’s conduct, described herein, violated the “unfair” prong of
10 the UCL by misrepresenting the Products as being among the most energy efficient
11 of televisions, and by programming a firmware bypass that silently disables key
12 energy-saving features.
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28 ³⁰ Cal. Bus. & Prof. Code § 17200 *et seq.*

1 90. Plaintiff and the California Subclass Members suffered lost money or
2 property as a result of Defendant’s UCL violations because: (a) they would not
3 have purchased the televisions on the same terms if the truth concerning
4 Defendant’s Misrepresentation had been known; (b) they paid a price premium due
5 to the Misrepresentation; (c) the televisions did not perform as promised; and (d)
6 Plaintiff and Class Members have paid and will continue to pay higher energy bills
7 for as long as they continue to use the Products.
8
9

10
11 **COUNT IV**
12 **False Advertising Law (“FAL”)**
13 **Business & Professions Code § 17500, *et seq.***

14 91. Plaintiff, individually, and on behalf of the members of the California
15 Subclass, repeats and re-alleges the above paragraphs of this Complaint and
16 incorporates them herein by reference.
17

18 92. California’s False Advertising Law (*Bus. & Prof. Code § 17500, et*
19 *seq.*) makes it “unlawful for any person to make or disseminate or cause to be
20 made or disseminated before the public in this state, ... in any advertising device
21 ... or in any other manner or means whatever, including over the Internet, any
22 statement, concerning ... personal property or services, professional or otherwise,
23 or performance or disposition thereof, which is untrue or misleading and which is
24 known, or which by the exercise of reasonable care should be known, to be untrue
25 or misleading.”
26
27
28

1 93. Defendant committed acts of false advertising, as defined by §17500,
2 by using false and misleading statements to promote the sale of Products, as
3 described above.
4

5 94. Defendant knew or should have known, through the exercise of
6 reasonable care that the statements were untrue and misleading.
7

8 95. Defendant's actions in violation of § 17500 were false and misleading
9 such that the general public is and was likely to be deceived.
10

11 96. Plaintiff, and the California Subclass Members suffered lost money or
12 property as a result of Defendant's UCL violations because: (a) they would not
13 have purchased the televisions on the same terms if the truth concerning
14 Defendant's Misrepresentation had been known; (b) they paid a price premium due
15 to the Misrepresentation; (c) the televisions did not perform as promised; and (d)
16 Plaintiff and Class members have paid and will continue to pay higher energy bills
17 for as long as they continue to use the Products.
18

19
20 **COUNT V**
21 **Breach of Contract**

22 97. Plaintiff brings this claim individually, on behalf of members of the
23 Class and California Subclass, and repeats and re-alleges the above paragraphs of
24 this Complaint and incorporates them herein by reference.
25

26 98. Every purchase of a subject television from an authorized dealer of
27 LG constitutes a contract between LG and the purchaser.
28

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

8
9 100. LG's misrepresentations and omissions contained in the body of this
10 Complaint, including LG's misrepresentation of the energy efficient capability of
11 its subject televisions, caused Plaintiff and Class Members to enter into their
12 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,
15 and/or would have purchased alternative televisions that did not contained pre-
16 installed software designed to increase the energy output of the televisions.
17 Accordingly, Plaintiff and Class Members suffered injury, as they overpaid for
18 their subject televisions and did not receive the benefit of their bargain.
19

20 101. As a direct and proximate result of LG's breach, Plaintiff and Class
21 Members have been damaged.
22

COUNT VI
Unjust Enrichment

1
2
3 102. Plaintiff brings this claim individually, on behalf of Members of the
4 Class and California Subclass, and repeats and re-alleges the above paragraphs of
5 this and incorporates them herein by reference.
6

7 103. LG has received and retained unjust benefits from Plaintiff and Class
8 Members, and inequity has resulted.
9

10 104. LG misrepresented that its televisions were among the most energy
11 efficient available for the purpose of generating retails sales which could and did
12 increase the amount of direct and wholesale sales to LG.
13

14 105. Defendant has been unjustly enriched in retaining the revenues
15 derived from Plaintiff and Class Members' purchases of its televisions. Retention
16 under these circumstances is unjust and inequitable because LG misrepresented
17 that the televisions were among the most energy efficient of televisions on the
18 market, which caused injuries to Plaintiff and Class Members because (a) they
19 would not have purchased the televisions on the same terms if the truth concerning
20 Defendant's Misrepresentation had been known; (b) they paid a price premium due
21 to the Misrepresentation; (c) the televisions did not perform as promised; and (d)
22 Plaintiff and Class Members have paid and will continue to pay higher energy bills
23 for as long as they continue to use the Products.
24
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1 106. Because Defendant's retention of the non-gratuitous benefit conferred
2 on it by Plaintiff and Class Members is unjust and inequitable, Defendant must pay
3 restitution to Plaintiff and Class Members for their unjust enrichment, as ordered
4 by the Court.
5

6 7 8 **COUNT VII**

9 **Breach of Obligation of Good Faith and Fair Dealing**

10 107. Plaintiff brings this claim individually, on behalf of members of the
11 Class and California Subclass, and repeats and re-alleges the above paragraphs of
12 this Complaint and incorporates them herein by reference.
13

14 108. LG breached its obligation of good faith and fair dealing by
15 intentionally designing subject televisions to draw less power during DOE testing,
16 thereby fraudulently representing the true nature of the television's energy usage,
17 leading to improper ENERGY STAR® certification.
18

19 **COUNT VIII**

20 **Fraudulent Inducement**

21 109. Plaintiff brings this claim individually, on behalf of members of the
22 Class and California Subclass, and repeats and re-alleges the above paragraphs of
23 this Complaint and incorporates them herein by reference.
24
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1 110. To induce Plaintiff and Class Members to purchase the subject
2 televisions, LG made representations as to the subject television’s energy saving
3 capabilities.
4

5 111. Among the representations LG made to Plaintiff and Class Members
6 was that they could “enjoy a crystal-clear picture while saving energy with
7 technology that intelligently adapts the screen’s brightness to the intensity of the
8 light in the room.
9

10 112. Moreover, LG represented the subject televisions as ENERGY
11 STAR® certified, without warning Plaintiff and Class Members that changes to the
12 television’s default settings would affect the nature of the subject TVs energy
13 saving capabilities.
14

15 113. Thereafter, Plaintiff and Class Members discovered that, unbeknownst
16 to them, LG fraudulently installed software in each subject television, which
17 altered the subject television’s actual level of energy usage.
18

19 114. As a result of LG’s fraudulent inducement, Plaintiff and Class
20 Members have been injured.
21

22
23 **COUNT IX**
24 **Intentional Misrepresentation**

25 115. Plaintiff brings this claim individually, on behalf of members of the
26 Class and California Subclass, and repeats and re-alleges the above paragraphs of
27 this Complaint and incorporates them herein by reference.
28

1 116. Defendant willfully, falsely, and knowingly misrepresented that its
2 televisions were among the most energy efficient of televisions. The
3
4 Misrepresentation was communicated through the ENERGYGUIDE labels
5 Defendant affixed to each television, as well as ENERGY STAR® logo that
6 Defendant associated, in numerous ways, with its products.
7

8 117. In actual and reasonable reliance upon the Misrepresentation, Plaintiff
9 and Class Members purchased the televisions for their intended and reasonably
10 foreseeable purposes. Plaintiff and Class Members were unaware of the true facts
11 concerning Defendant's Misrepresentation of the televisions, which Defendant
12 suppressed and failed to disclose. Defendant's Misrepresentation was material, in
13 that if Plaintiff and Class Members had been aware of the suppressed facts,
14 Plaintiff and Class Members would not have purchased the televisions for the same
15 price.
16
17
18

19 118. Plaintiff and Class Members are informed and believe, and thereon
20 allege, that Defendant misrepresented that the televisions were among the most
21 energy efficient of televisions with the intent to defraud Plaintiff and Class
22 Members. Plaintiff and Class Members were unaware of Defendant's intent and
23 relied upon the Defendant's Misrepresentation in deciding to purchase the
24 televisions.
25
26
27
28

1 119. Plaintiff and Class Members' reliance upon Defendant's
2 Misrepresentation was reasonable. The defect (excess energy consumption) is
3 latent and not something that Plaintiff or Class Members, in the exercise of
4 reasonable diligence, could have discovered independently prior to purchase,
5 because it is not feasible for individual consumers to conduct their own energy
6 efficiency testing prior to purchase.
7

8
9 120. In actual and reasonable reliance upon the Misrepresentation, Plaintiff
10 and Class Members purchased the televisions and experienced energy usage far
11 above the levels represented, the direct and proximate result of which was injury
12 and harm to Plaintiff and Class Members because: (a) they would not have
13 purchased the televisions on the same terms if the truth concerning Defendant's
14 Misrepresentation had been known; (b) they paid a price premium due to the
15 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff
16 and Class Members have paid and will continue to pay higher energy bills for as
17 long as they continue to use the televisions.
18
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21

22 121. All acts of LG complained of herein were committed with malice,
23 intent, wantonness, and recklessness, and overall were egregious in nature, and as
24 such, Plaintiff and Class Members are entitled to punitive damages.
25

26 **COUNT X**
27 **Negligent Misrepresentation**
28

1 122. Plaintiff brings this claim individually, on behalf of members of the
2 Class and California Subclass, and repeats and re-alleges the above paragraphs of
3 this Complaint and incorporates them herein by reference.
4

5 123. Defendant represented that the Products were among the most energy
6 efficient of televisions. To communicate this representation and to convince
7 Plaintiff and Class Members to purchase a Product, Defendant supplied Plaintiff
8 and Class Members with information, namely the ENERGYGUIDE label and the
9 ENERGY STAR® logo. Defendant knew, or should have known, that this
10 information was false and/or misleading to Plaintiff and Class Members.
11
12

13 124. The Misrepresentation concerned material facts that influenced
14 Plaintiff and Class Members' purchase of the Products.
15

16 125. Defendant knowingly made the Misrepresentation with the intent to
17 induce Plaintiff and Class Members to act upon it by purchasing the Products.
18

19 126. At the time Defendant made the Misrepresentation, Defendant knew
20 or should have known that the Misrepresentation was false or Defendant made the
21 Misrepresentation without knowledge of its truth or veracity.
22

23 127. Plaintiff and Class Members reasonably, justifiably, and detrimentally
24 relied on Misrepresentation and, as a proximate result thereof, have and will
25 continue to suffer damages in the form of lost money from the purchase price and
26 increased energy costs over the life of the Products.
27
28

1 128. Plaintiff and Class Members suffered a loss of money as a result of
2 Defendant's false information because: (a) they would not have purchased the
3 televisions on the same terms if the true facts concerning the Misrepresentation had
4 been known; (b) they paid a price premium due to the Misrepresentation; (c) the
5 televisions did not perform as promised; and (d) they have paid and will continue
6 to pay higher energy bills for as long as they continue to use the televisions.
7
8

9
10 **COUNT XI**
11 **Fraudulent Concealment/Nondisclosure**

12 129. Plaintiff brings this claim individually, on behalf of members of the
13 Class and California Subclass, and repeats and re-alleges the above paragraphs of
14 this Complaint and incorporates them herein by reference.

15 130. Defendant knew at the time of sale that it had falsely represented the
16 Products as being among the most energy efficient of televisions because
17 Defendant itself deployed a firmware bypass that silently disabled key energy-
18 saving features of its products.
19
20

21 131. Defendant fraudulently concealed from and/or intentionally failed to
22 disclose to Plaintiff and the Class the true energy consumption of the televisions
23 with the energy-saving features disabled.
24

25 132. Defendant had exclusive knowledge of Misrepresentation's falsity at
26 the time of sale. The defect (excess energy consumption) is latent and not
27 something that Plaintiff or Class Members, in the exercise of reasonable diligence,
28

1 could have discovered independently prior to purchase, because it is not feasible
2 for individual consumers to conduct their own energy efficiency testing prior to
3 purchase. The defect would not be disclosed by careful, reasonable inspection by
4 the purchaser.
5

6 133. Defendant had the capacity to, and did, deceive Plaintiff and Class
7 Members into believing that the products they were purchasing were among the
8 most energy efficient of televisions.
9

10 134. Defendant undertook active and ongoing steps to conceal the defect.
11 Plaintiff is aware of nothing in Defendant's advertising, publicity, or marketing
12 materials that discloses the truth about the defect, despite Defendant's awareness
13 of the problem.
14

15 135. The facts concealed and/or not disclosed by Defendant to Plaintiff and
16 the Class are material facts in that a reasonable person would have considered them
17 important in deciding whether to purchase (or to pay the same price for) a
18 television.
19

20 136. Defendant had a duty to disclose an accurate estimate of the energy
21 consumption of the televisions at the time of sale, including on the
22 ENERGYGUIDE label required by federal law.
23
24
25
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1 137. Defendant intentionally concealed and/or failed to disclose an
2 accurate estimate of the energy consumption of the televisions for the purpose of
3 inducing Plaintiff and the Class to act thereon.
4

5 138. Plaintiff and the Class justifiably acted or relied upon the concealed
6 and/or non-disclosed facts to their detriment, as evidenced by their purchase of the
7 televisions.
8

9 139. Plaintiff and Class Members suffered a loss of money as a result of
10 Defendant's fraudulent conduct because: (a) they would not have purchased the
11 televisions on the same terms if the truth concerning Defendant's
12 Misrepresentation had been known; (b) they paid a price premium due to the
13 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff
14 and Class members have paid and will continue to pay higher energy bills for as
15 long as they continue to use the televisions.
16
17
18

19 **COUNT XII**
20 **Common Law Fraud**

21 140. Plaintiff brings this claim individually, on behalf of members of the
22 Class and California Subclass, and repeats and re-alleges the above paragraphs of
23 this Complaint and incorporates them herein by reference.
24

25 141. As detailed at length above, Defendant provided Plaintiff and Class
26 Members with false or misleading material information and failed to disclose
27
28

1 material facts about its televisions, including but not limited to the fact that the
2 televisions were not among the most efficient available on the market.
3

4 142. The Misrepresentation made by Defendant, upon which Plaintiff and
5 Class Members reasonably and justifiably relied, was intended to induce and
6 actually incused Plaintiff and Class Members to purchase its televisions.
7

8 143. The fraudulent actions of Defendant caused damage to Plaintiff and
9 Class Members, who are entitled to damages and other legal and equitable relief as
10 a result.
11

12 144. Plaintiff, and Class Members suffered a loss of money as a result of
13 Defendant's fraudulent conduct because: (a) they would not have purchased the
14 televisions on the same terms if the truth concerning Defendant's
15 Misrepresentation had been known; (b) they paid a price premium due to the
16 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff
17 and Class Members have paid and will continue to pay higher energy bills for as
18 long as they continue to use the televisions.
19
20
21

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays that the Court grant Plaintiff and the Class
24 the following relief against Defendant as follows:
25

- 26 1. For an order certifying this action and/or common issues raised
27 herein as a Class Action under the appropriate Federal Rule of
28

1 Civil Procedure 23(a), 23(b), and 23(c); further designating a Class
2 Representative, appointing the undersigned as class counsel;
3

4 2. For an Order certifying the nationwide Class and Subclass under
5 Fed R. Civ. P. 23;

6
7 3. For an Order declaring Defendant's conduct in violation of the
8 statutes referenced herein;

9
10 4. An order forbidding LG from destroying or removing any
11 computer or similar records with evidence related to LG's sales
12 records, or this action;

13
14 5. An order requiring complete and immediate disclosure of all
15 studies, reports, analyses, data, compilations, and other similar
16 information within the possession, custody, or control of LG,
17 concerning, relating to, or involving energy usage of subject
18 televisions;

19
20 6. An order preventing LG from attempting, by any means, on its
21 own or through its agents, to persuade any putative Class Members
22 to sign any documents which in any way release any of the claims
23 of any Putative Class Members;

24
25
26 7. For compensatory and punitive damages in amounts to be
27 determined by the Court and/or jury;
28

- 1 8. For prejudgment interest on all amounts awarded;
2
3 9. For injunctive relief as pleaded or as the Court may deem proper;
4
5 10. For an Order awarding Plaintiff, the Class, and the California
6 Subclass their reasonable attorneys' fees and expenses and costs of
7 suit;
8
9 11. For an Order finding in favor of Plaintiff and the California
10 Subclass; and;
11
12 12. Such other relief as the Court deems just and proper.

12 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

13 Dated: March 7, 2017

14
15 Respectfully Submitted,

16 **LEMBERG LAW, LLC**

17 By: /s/ Trinette G. Kent

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*Counsel for Plaintiffs and the
[Proposed]Class*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Veronica Munoz, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff County of Santa Clara (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897; (480) 247-9644

DEFENDANTS

LG Electronics U.S.A., Inc.,

County of Residence of First Listed Defendant State of New Jersey (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

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

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

Large table with categories: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation-Transfer, 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Cal. Bus. & Prof. Code § 17200, et seq.

Brief description of cause: Violations of California Unfair Competition Law

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 10,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

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

JUDGE DOCKET NUMBER

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

(Place an "X" in One Box Only) [] SAN FRANCISCO/OAKLAND [X] SAN JOSE [] EUREKA-MCKINLEYVILLE

DATE: 03/07/2017

SIGNATURE OF ATTORNEY OF RECORD: /s/ Trinette G. Kent