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10 Attorneys for Plaintiff, PAUL KERKORIAN, individually
11 and on behalf of all others similarly situated

12
13 **UNITED STATES DISTRICT COURT**

14 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

16 PAUL KERKORIAN, an individual, on behalf)
17 of himself and all others similarly situated,)

18 Plaintiffs,)

19 vs.)

20 SAMSUNG ELECTRONICS AMERICA,)
21 INC., a New Jersey corporation, and)
22 DOES 1 through 25, inclusive,)

23 Defendants.)

Case No.:

24 **CLASS ACTION COMPLAINT FOR:**

- 25 1. **FALSE ADVERTISING UNDER (BUS. & PROF. CODE §17500)**
- 26 2. **UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE §17200)**
- 27 3. **UNJUST ENRICHMENT**
- 28 4. **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**
- 5. **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
- 6. **NEGLIGENT MISREPRESENTATION**
- 7. **INTENTIONAL MISREPRESENTATION**
- 8. **STRICT LIABILITY**

DEMAND FOR JURY TRIAL

1 Plaintiff PAUL KERKORIAN (hereinafter “PLAINTIFF”), alleges on behalf of himself
2 and all others similarly situated, and brings this class action complaint against Defendants
3 SAMSUNG ELECTRONICS AMERICA, INC., a New Jersey corporation, and DOES 1-25
4 (collectively “Defendants”) as follows:
5

6 **I. THE PARTIES**

7 **A. Plaintiffs:**

8 1. Plaintiff, Paul Kerkorian, is a resident of Fresno, California and purchased a
9 Samsung POWERbot model SR1AM7040WG, serial number 082C8NDJA03034J on or around
10 January 18, 2018. Plaintiff therefore brings this action on behalf of himself and all others
11 similarly situated, against all Defendants and DOES 1-25.

12 **B. Defendants:**

13 2. Defendant, SAMSUNG ELECTRONICS AMERICA, INC., (herein “Samsung”)
14 is a New Jersey corporation headquartered at 85 Challenger Road, Ridgefield Park, New
15 Jersey, 07660-0511. Plaintiffs and the putative class are informed and believe, and based
16 thereupon allege, Samsung Electronics America, Inc. produced, sold, and advertised a line of
17 vacuum cleaners called POWERbot. Plaintiffs and the putative class are informed and believe,
18 and based thereupon allege, Samsung Electronics America, Inc. advertised that five (5) of the
19 six (6) vacuum cleaners in the POWERbot line were remotely operable and compatible with the
20 Amazon Alexa, and that six (6) of the six (6) vacuum cleaners in the POWERbot line were
21 remotely operable and compatible with iOS and Android mobile devices.

22 3. Plaintiffs and the putative class are informed and believe and based thereupon
23 allege that DOES 1 through 12 are persons, corporations, or other entities which reside or are
24 authorized to do, and are doing, business in the State of California. The true identities of DOES
25 1 through 12 are currently unknown to Plaintiffs and the putative class, therefore, Plaintiffs and
26 the putative class now sues DOES 1 through 12 by fictitious names. Plaintiff and the putative
27 class will amend this Complaint to state the proper names of each Doe Defendant when its
28 identity is discovered.

1 4. Plaintiffs and the putative class are informed and believe and based thereupon
2 allege that DOES 13 through 25 are persons, corporations, or other entities which reside or are
3 authorized to do, and are doing, business in the State of California. The true identities of DOES
4 13 through 25 are currently unknown to Plaintiffs and the putative class, and therefore
5 Plaintiffs and the putative class prays for leave to amend this Complaint to assert the proper
6 names of each Doe Defendant when its identity is discovered. Plaintiffs and the putative class is
7 informed and believes and based thereupon alleges that DOES 13 through 25 were the
8 managerial agent, employee, predecessor, subsidiary successor, joint venture, co-conspirator,
9 alter ego, and/or representative of each and every other Defendant named herein or identified as
10 DOES 1 through 12, and acted with the permission, authorization and/or ratification and
11 consent of each and every other Defendant at all relevant times herein.

12 5. Plaintiffs and the putative class are informed and believe and based thereupon
13 allege that DOES 9 through 17 is in some way responsible for, participated in, or contributed to
14 the matters of which Plaintiffs and the putative class complains of, and has legal responsibility
15 for those matters.

16 6. Plaintiffs and the putative class are informed and believe, and based thereupon
17 allege, each of the Defendants named above have caused or contributed to the damages
18 Plaintiffs and the putative class have suffered as a result of the product defects associated with
19 the remote operability and compatibility of the POWERbot devices.

20 **II. JURISDICTION**

21 7. This Court has jurisdiction over the Defendants named herein because such
22 Defendants do business within the State of California.

23 8. Venue is proper in this Court because Defendants do business in the County of
24 Fresno, and pursuant to Section of the California Code of Civil Procedure § 395.5 as the
25 incidents giving rise to this action occurred in the County of Fresno, State of California.

26 **III. GENERAL ALLEGATIONS**

27 9. This action arises from Defendants advertising and sale of the Samsung
28 POWERbot R9350, R9250, R7090, R7070, and R7040: specifically advertised as (1) remotely

1 operational through the use of, and compatible with, the Amazon, LLC Alexa; and (2) remotely
2 operational through the use of, and compatible with, the Samsung Connect or Smart Home
3 application available for iOS or Android devices.

4 10. This action further arises from Defendants advertising and sale of the Samsung
5 POWERbot R7010 as remotely operational via Wi-Fi through the use of the Samsung connect
6 or Smart Home application for iOS or Android devices.

7 11. Plaintiffs and the putative class are informed and believe and based thereupon
8 allege that Defendants deliberately advertise the POWERbot robotic vacuum cleaners as
9 containing the above-listed features, and compatible with the above-listed products, in order to
10 compete with other high-end model robot vacuums.

11 12. Plaintiffs and the putative class are informed and believe and based thereupon
12 allege that the remote functionality and compatibility with the Amazon, LLC Alexa for the
13 Samsung POWERbot R9350, R9250, R7090, R7070, and R7040, does not function as
14 advertised by Defendants.

15 13. Plaintiffs and the putative class are informed and believe and based thereupon
16 allege that the remote functionality through use of the Samsung Connect or Smart Home
17 applications on iOS or Android devices for the Samsung POWERbot R9350, R9250, R7090,
18 R7070, R7040, and R7010 does not function as advertised by Defendants.

19 14. Plaintiff and the putative class are informed and believe, and based thereon
20 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
21 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials
22 for users as advertised, only works on certain router bands (forcing users to change their home
23 internet settings), and periodically deletes itself from the user's mobile device.

24 15. Plaintiff and the putative class are informed and believe and based thereupon
25 allege that the Samsung POWERbot line of vacuum cleaners, including the R9350, R9250,
26 R7090, R7070, and R7040 cannot reliably connect to the Amazon, LLC Alexa as advertised by
27 Defendants, and are not reliably remotely operable through use of the Amazon, LLC Alexa as
28 advertised by Defendants.

1 **c. POWERbot R7010 False Advertising Class B**

2 All persons who have purchased a Samsung POWERbot R7010 since the release of
3 the product line.

4 **d. POWERbot R7010 Smart Hub Subclass**

5 All persons who have purchased a Samsung POWERbot R7010 since the release of
6 the product line, and afterward purchased a Samsung Smart Hub.

7 19. Excluded from the Classes are: (1) the officers and directors of any of the
8 Defendants; (2) any judge or judicial officer assigned to this matter and his or her immediate
9 family and staff; and (3) any legal representatives, successor, or assigns of any excluded
10 persons or entities.

11 20. This action is properly maintained as a class action because Plaintiffs can prove
12 the elements of each claim on a class-wide basis, suing the same evidence that Plaintiffs would
13 use to maintain and prove an individual action. Thus, the action may be properly maintained on
14 behalf of each of the proposed Class(es) pursuant to California Code of Civil Procedure § 381.

15 21. The members of each class are so numerous that joinder of all members would
16 be impracticable. The precise number of class members is unknown at this time. However,
17 based on information and belief, the members of the class are made up of hundreds of
18 thousands of consumers.

19 22. Questions of law and fact common to the class predominate over any questions
20 affecting any individual member, and a class action is superior to all other available methods
21 for the fair and efficient adjudication of the controversy:

22 23. Common questions of law and fact include but are not limited to:

- 23 a. Whether Defendants committed the violations of the law alleged herein;
- 24 b. Whether Defendants participate in and perpetrated the tortious conduct
25 complained of herein;
- 26 c. Whether Defendants acted willfully, with conscious disregard for the rights of
27 Plaintiffs and the putative class, recklessly, with gross negligence, or negligently
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1 in each and every particular aspect of the use operation, and maintenance of the
2 Property that caused harmful development of toxic contamination and mold;

- 3 d. Whether injunctive relief should be awarded in the form of an order directing
4 Defendants to remediate the defects associated with the POWERbot line, or
5 remediate existent discrepancies between Defendants' advertising and the
6 products' functionality.

7 24. Plaintiff's claims are typical of the class member's claims because the class
8 members were comparably damaged, as consumers and purchasers of a Samsung POWERbot
9 vacuum, by Defendants' false advertising and wrongful conduct as described herein.

10 25. Plaintiff is an adequate Class Representative because Plaintiff is committed to
11 prosecuting the action and has retained competent counsel experienced in litigation of this
12 nature. Plaintiff's claims are typical of the claims of other Members of the class and Plaintiff
13 has the same non-conflicting interests as the other class members. Plaintiffs and their counsel
14 would fairly and adequately represent the interests of the class.

15 26. Class treatment is superior to any other available means of prosecution of fair
16 and efficient adjudication of this controversy. There are no unusual difficulties that are likely to
17 arise in the management of this action. Class treatment benefits the courts. Individualized
18 litigation promises inconsistent or contradictory judgment, unnecessary overlap of resources,
19 and increases the delay and expense to all those accessing the courts. Class treatment brings
20 with it the benefit of a single adjudication, the supervision of a single court, and the
21 consolidation of the courts' and parties' resources.

22 27. The prosecution of separate actions by individual class members would create
23 the risk of inconsistent or varying adjudications with respect to individual class members which
24 would establish incompatible standards of conduct for Defendants or which would, as a
25 practical matter, be dispositive of the interests of the other members not parties to the
26 adjudication or substantially impair or impede their ability to protect their interests. Defendants
27 have acted, or refused to act, on grounds generally applicable to, and causing injury to the class
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1 members, therefore, preliminary and final injunctive relief and damages for Defendants’
2 injurious conduct is appropriate.

3
4 **FIRST CAUSE OF ACTION**

5 **False Advertising Under Business & Professions Code §17500**

6 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

7 28. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
8 28 of this Class Action Complaint and incorporate them herein by reference as though set forth
9 in full herein.

10 29. At all relevant times, Defendants intended to produce, develop, and advertise the
11 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

12 30. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
13 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
14 Android devices via the use of the Samsung Connect or Smart Home applications.

15 31. At all relevant times, Defendants advertised that the POWERbot R7010 was
16 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
17 application.

18 32. Plaintiff and the putative class are informed and believe, and thereon allege that
19 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
20 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
21 with the POWERbot line.

22 33. Plaintiff and the putative class are informed and believe, and thereon allege that
23 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
24 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
25 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
26 remotely operable through the use of the Amazon, LLC Alexa.

27 34. Plaintiff and the putative class are informed and believe, and thereon allege that
28 the iOS and Android compatibility features, advertised as available through the use of the

1 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
2 R7070, R7040, and R7010 are not usable.

3 35. Plaintiff and the putative class are informed and believe, and based thereon
4 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
5 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials
6 for users as advertised, only works on certain router bands (forcing users to change their home
7 internet settings), and periodically deletes itself from the user's mobile device.

8 36. Plaintiff and the putative class are informed and believe, and thereon allege that
9 Defendants knew, or through the exercise of reasonable care should have known, that the iOS
10 and Android, and the Alexa compatibility features did not function as advertised.

11 37. Plaintiff and the putative class are informed and believe and based thereon
12 allege that in order to fix compatibility issues with the Amazon, LLC Alexa and iOS and
13 Android devices, purchasers bought the Samsung "Smart Hub" which sometimes makes
14 devices work with a home network. Samsung never advertised that purchase of the "Smart
15 Hub" was required in order to utilize Alexa and mobile device compatibility.

16 38. As a result of Defendants' advertisements regarding the compatibility of the
17 POWERbot vacuums, Plaintiff and the putative class were led to believe that the product they
18 purchased had remote features associated with the Amazon, LLC Alexa, iOS, and Android
19 devices, despite the fact that these features are not functional.

20 **SECOND CAUSE OF ACTION**

21 **Unfair Competition Under Business and Professions Code § 17200**

22 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

23 39. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
24 38 of this Class Action Complaint and incorporate them herein by reference as though set forth
25 in full herein.

26 40. At all relevant times, Defendants intended to produce, develop, and advertise the
27 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.
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1 41. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
2 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
3 Android devices via the use of the Samsung Connect or Smart Home applications.

4 42. At all relevant times, Defendants advertised that the POWERbot R7010 was
5 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
6 application.

7 43. Plaintiff and the putative class are informed and believe, and thereon allege that
8 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
9 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
10 with the POWERbot line.

11 44. Plaintiff and the putative class are informed and believe, and thereon allege that
12 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
13 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
14 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
15 remotely operable through the use of the Amazon, LLC Alexa.

16 45. Plaintiff and the putative class are informed and believe, and thereon allege that
17 the iOS and Android compatibility features, advertised as available through the use of the
18 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
19 R7070, R7040, and R7010 are not usable.

20 46. Plaintiff and the putative class are informed and believe, and based thereon
21 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
22 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials
23 for users as advertised, only works on certain router bands (forcing users to change their home
24 internet settings), and periodically deletes itself from the user’s mobile device.

25 47. Plaintiffs and the putative class are informed and believe, and based thereon
26 allege that Defendants fraudulent, unfair, deceptive, untrue, and misleading advertising
27 campaign regarding the compatibility features of the Samsung POWERbot line is likely to
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1 deceive the public regarding the remote operability, connectivity, and compatibility of the
2 Samsung POWERbot.

3 **THIRD CAUSE OF ACTION**

4 **Unjust Enrichment**

5 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

6 48. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
7 28 of this Class Action Complaint and incorporate them herein by reference as though set forth
8 in full herein.

9 49. At all relevant times, Defendants intended to produce, develop, and advertise the
10 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

11 50. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
12 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
13 Android devices via the use of the Samsung Connect or Smart Home applications.

14 51. At all relevant times, Defendants advertised that the POWERbot R7010 was
15 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
16 application.

17 52. Plaintiff and the putative class are informed and believe, and thereon allege that
18 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
19 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
20 with the POWERbot line.

21 53. Plaintiff and the putative class are informed and believe, and thereon allege that
22 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
23 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
24 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
25 remotely operable through the use of the Amazon, LLC Alexa.

26 54. Plaintiff and the putative class are informed and believe, and thereon allege that
27 the iOS and Android compatibility features, advertised as available through the use of the
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1 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
2 R7070, R7040, and R7010 are not usable.

3 55. Plaintiff and the putative class are informed and believe, and based thereon
4 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
5 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials
6 for users as advertised, only works on certain router bands (forcing users to change their home
7 internet settings), and periodically deletes itself from the user's mobile device.

8 56. Plaintiff and the putative class are informed and believe and based thereon
9 allege that Defendants have received significant benefit through their misleading advertising
10 campaign, allowing the POWERbot line of Samsung vacuums to compete on the market with
11 other "high-tech" robotic vacuum cleaners.

12 57. Plaintiff and the putative class are informed and believe and based thereon
13 allege that Defendants have received and retained this significant commercial benefit at the
14 expensive of Plaintiff and the putative class given the defective nature of the features
15 Defendants advertised.

16 **FOURTH CAUSE OF ACTION**

17 **Breach of Implied Warranty of Fitness for a Particular Purpose**

18 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

19 58. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
20 57 of this Class Action Complaint and incorporate them herein by reference as though set forth
21 in full herein.

22 59. At all relevant times, Defendants intended to produce, develop, and advertise the
23 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

24 60. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
25 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
26 Android devices via the use of the Samsung Connect or Smart Home applications.
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1 61. At all relevant times, Defendants advertised that the POWERbot R7010 was
2 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
3 application.

4 62. Plaintiff and the putative class are informed and believe, and thereon allege that
5 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
6 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
7 with the POWERbot line.

8 63. Plaintiff and the putative class are informed and believe, and thereon allege that
9 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
10 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
11 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
12 remotely operable through the use of the Amazon, LLC Alexa.

13 64. Plaintiff and the putative class are informed and believe, and thereon allege that
14 the iOS and Android compatibility features, advertised as available through the use of the
15 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
16 R7070, R7040, and R7010 are not usable.

17 65. Plaintiff and the putative class are informed and believe, and based thereon
18 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
19 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials
20 for users as advertised, only works on certain router bands (forcing users to change their home
21 internet settings), and periodically deletes itself from the user’s mobile device.

22 66. Plaintiff and the putative class are informed and believe and based thereon
23 allege that Defendants knew at the time of purchase, consumers would buy the Samsung
24 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by
25 Defendants.

26 67. Plaintiff and the putative class justifiably relied upon the express representations
27 made through Defendants’ advertising campaign when purchasing a Samsung POWERbot
28 vacuum.

1 68. Plaintiff and the putative class are informed and believe and based thereon
2 allege that the Samsung POWERbot line of vacuum cleaners are not suitable for use as a
3 vacuum cleaner compatible and remotely operable through the use of mobile devices and the
4 Amazon LLC, Alexa.

5 69. Plaintiff and the putative class are informed and believe and based thereon
6 allege that Defendants have received many complaints regarding the issues associated with
7 mobile and Alexa compatibility, including a CLRA letter from Plaintiff and the putative class.

8 70. Plaintiff and the putative class have been harmed as a result of the fact that the
9 Samsung POWERbot is not suitable for use as a vacuum cleaner compatible and remotely
10 operable through the use of mobile devices and the Amazon, LLC Alexa.

11 71. Plaintiff and the putative class are informed and believe and based thereon
12 allege that the defects with the Samsung POWERbot line of vacuum cleaners caused the harm
13 alleged herein.

14 **V. FIFTH CAUSE OF ACTION**

15 **Breach of Implied Warranty of Merchantability**

16 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

17 72. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
18 71 of this Class Action Complaint and incorporate them herein by reference as though set forth
19 in full herein.

20 73. At all relevant times, Defendants intended to produce, develop, and advertise the
21 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

22 74. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
23 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
24 Android devices via the use of the Samsung Connect or Smart Home applications.

25 75. At all relevant times, Defendants advertised that the POWERbot R7010 was
26 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
27 application.
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1 76. Plaintiff and the putative class are informed and believe, and thereon allege that
2 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
3 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
4 with the POWERbot line.

5 77. Plaintiff and the putative class are informed and believe, and thereon allege that
6 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
7 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
8 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
9 remotely operable through the use of the Amazon, LLC Alexa.

10 78. Plaintiff and the putative class are informed and believe, and thereon allege that
11 the iOS and Android compatibility features, advertised as available through the use of the
12 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
13 R7070, R7040, and R7010 are not usable.

14 79. Plaintiff and the putative class are informed and believe, and based thereon
15 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
16 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials
17 for users as advertised, only works on certain router bands (forcing users to change their home
18 internet settings), and periodically deletes itself from the user’s mobile device

19 80. Plaintiff and the putative class are informed and believe, and based thereon
20 allege that Defendants knew at the time of purchase, consumers would buy the Samsung
21 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by
22 Defendants.

23 81. Plaintiff and the putative class justifiably relied upon the express representations
24 made through Defendants’ advertising campaign when purchasing a Samsung POWERbot
25 vacuum.

26 82. Plaintiff and the putative class are informed and believe, and based thereon
27 allege that the Samsung POWERbot line of vacuum cleaners are not suitable for use as a
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1 vacuum cleaner compatible and remotely operable through the use of mobile devices and the
2 Amazon LLC, Alexa.

3 83. Plaintiff and the putative class are informed and believe, and based thereon
4 allege that Defendants have received many complaints regarding the issues associated with
5 mobile and Alexa compatibility, including a CLRA letter from Plaintiff and the putative class.

6 84. Plaintiff and the putative class have been harmed as a result of the fact that the
7 Samsung POWERbot is not suitable for use as a vacuum cleaner compatible and remotely
8 operable through the use of mobile devices and the Amazon, LLC Alexa, and is not of the same
9 quality of other high-tech, remotely operated robot vacuum cleaners with respect to
10 compatibility and remote functionality through the use of mobile devices and the Amazon, LLC
11 Alexa.

12 85. Plaintiff and the putative class are informed and believe and based thereon
13 allege that the defects with the Samsung POWERbot line of vacuum cleaners caused the harm
14 alleged herein.

15 **SIXTH CAUSE OF ACTION**

16 **Negligent Misrepresentation**

17 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

18 86. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
19 85 of this Class Action Complaint and incorporate them herein by reference as though set forth
20 in full herein.

21 87. At all relevant times, Defendants intended to produce, develop, and advertise the
22 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

23 88. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
24 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
25 Android devices via the use of the Samsung Connect or Smart Home applications.

26 89. At all relevant times, Defendants advertised that the POWERbot R7010 was
27 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
28 application.

1 90. Plaintiff and the putative class are informed and believe, and thereon allege that
2 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
3 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
4 with the POWERbot line.

5 91. Plaintiff and the putative class are informed and believe, and thereon allege that
6 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
7 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
8 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
9 remotely operable through the use of the Amazon, LLC Alexa.

10 92. Plaintiff and the putative class are informed and believe, and thereon allege that
11 the iOS and Android compatibility features, advertised as available through the use of the
12 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
13 R7070, R7040, and R7010 are not usable.

14 93. Plaintiff and the putative class are informed and believe, and based thereon
15 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
16 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials
17 for users as advertised, only works on certain router bands (forcing users to change their home
18 internet settings), and periodically deletes itself from the user’s mobile device

19 94. Plaintiff and the putative class are informed and believe, and based thereon
20 allege that Defendants knew at the time of purchase, consumers would buy the Samsung
21 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by
22 Defendants.

23 95. Plaintiff and the putative class are informed and believe, and based thereon
24 allege that Defendants knew or should have known that the representations made in
25 Defendants’ advertisements regarding the remote operability and compatibility of the Samsung
26 POWERbot vacuums with mobile and Alexa devices were false.

27 96. Plaintiff and the putative class are informed and believe, and based thereon
28 allege that Defendants made representations regarding the remote operability and compatibility

1 of the Samsung POWERbot vacuums in order to induce consumers, including Plaintiff and the
2 putative class, to purchase the device.

3 97. Plaintiff and the putative class reasonably relied on the representations
4 Defendant made regarding the devices through their advertising campaigns, and have suffered
5 harm as a result of purchasing POWERbot vacuums based on the representations Defendant
6 made regarding the devices through their advertising campaigns regarding mobile and Alexa
7 remote operability and compatibility.

8 **VI. SEVENTH CAUSE OF ACTION**

9 **Intentional Misrepresentation**

10 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

11 98. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
12 97 of this Class Action Complaint and incorporate them herein by reference as though set forth
13 in full herein.

14 99. At all relevant times, Defendants intended to produce, develop, and advertise the
15 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

16 100. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
17 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
18 Android devices via the use of the Samsung Connect or Smart Home applications.

19 101. At all relevant times, Defendants advertised that the POWERbot R7010 was
20 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
21 application.

22 102. Plaintiff and the putative class are informed and believe, and thereon allege that
23 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
24 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
25 with the POWERbot line.

26 103. Plaintiff and the putative class are informed and believe, and thereon allege that
27 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
28 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models

1 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
2 remotely operable through the use of the Amazon, LLC Alexa.

3 104. Plaintiff and the putative class are informed and believe, and thereon allege that
4 the iOS and Android compatibility features, advertised as available through the use of the
5 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
6 R7070, R7040, and R7010 are not usable.

7 105. Plaintiff and the putative class are informed and believe, and based thereon
8 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
9 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials
10 for users as advertised, only works on certain router bands (forcing users to change their home
11 internet settings), and periodically deletes itself from the user's mobile device.

12 106. Plaintiff and the putative class are informed and believe, and based thereon
13 allege that Defendants knew at the time of purchase, consumers would buy the Samsung
14 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by
15 Defendants.

16 107. Plaintiff and the putative class are informed and believe, and based thereon
17 allege that Defendants knew that the representations made in Defendants' advertisements
18 regarding the remote operability and compatibility of the Samsung POWERbot vacuums with
19 mobile and Alexa devices were false.

20 108. Plaintiff and the putative class are informed and believe, and based thereon
21 allege that Defendants made representations regarding the remote operability and compatibility
22 of the Samsung POWERbot vacuums in order to induce consumers, including Plaintiff and the
23 putative class, to purchase the device.

24 109. Plaintiff and the putative class reasonably relied on the representations
25 Defendant made regarding the devices through their advertising campaigns, and have suffered
26 harm as a result of purchasing POWERbot vacuums based on the representations Defendant
27 made regarding the devices through their advertising campaigns regarding mobile and Alexa
28 remote operability and compatibility.

1 ///

2 ///

3 **EIGHTH CAUSE OF ACTION**

4 **Strict Liability**

5 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

6 110. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-
7 109 of this Class Action Complaint and incorporate them herein by reference as though set
8 forth in full herein.

9 111. At all relevant times, Defendants intended to produce, develop, and advertise the
10 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

11 112. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,
12 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and
13 Android devices via the use of the Samsung Connect or Smart Home applications.

14 113. At all relevant times, Defendants advertised that the POWERbot R7010 was
15 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home
16 application.

17 114. Plaintiff and the putative class are informed and believe, and thereon allege that
18 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in
19 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated
20 with the POWERbot line.

21 115. Plaintiff and the putative class are informed and believe, and thereon allege that
22 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,
23 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models
24 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably
25 remotely operable through the use of the Amazon, LLC Alexa.

26 116. Plaintiff and the putative class are informed and believe, and thereon allege that
27 the iOS and Android compatibility features, advertised as available through the use of the
28

1 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,
2 R7070, R7040, and R7010 are not usable.

3 117. Plaintiff and the putative class are informed and believe, and based thereon
4 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably
5 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials
6 for users as advertised, only works on certain router bands (forcing users to change their home
7 internet settings), and periodically deletes itself from the user's mobile device.

8 118. Plaintiff and the putative class are informed and believe and based thereon
9 allege that the design or manufacturing defects associated with the lack of compatibility and
10 remote operability of the POWERbot line of vacuums with mobile and Alexa devices has
11 caused Plaintiff and the putative class material harm, improperly inducing consumers to
12 purchase the devices despite the devices' defects.

13
14 **PRAYER FOR RELIEF**

15 Plaintiff individually and on behalf of all others similarly situated, requests judgment
16 against Defendant as follows:


- 17 1. For an order certifying the Class and appointing Plaintiff as representative of the
18 Class, and appointing the undersigned as Class Counsel;
- 19 2. For an order enjoining Defendants to repair the remote operability and
20 compatibility issues with the POWERbot line of Samsung vacuum cleaners;
- 21 3. For all recoverable compensatory, statutory, and other damages sustained by
22 Plaintiffs and the Class, including disgorgement, unjust enrichment, and all other relief allowed
23 under applicable laws;
- 24 4. For costs;
- 25 5. For both pre-judgment and post-judgment interest on any amounts awarded at
26 the highest allowable rate;
- 27 6. For appropriate injunctive relief;
- 28 7. For damages insofar as they are allowed by applicable laws;

1 8. For payment of attorneys’ fees and expert fees as may be allowable under
2 applicable law, including but not limited to Cal. Gov. Code section 8670.56.5(f) the Private
3 Attorney General Act (“PAGA”), Cal. Lab. Code section 2698, et seq., Cal. Code of Civil
4 Procedure section 1021.5, and Cal. Code Civ. Proc. Section 1036;

5 9. For such other and further relief, including declaratory relief, as the Court may
6 deem just and proper.

7
8
9 Dated: June 22, 2018

WEBB LAW GROUP, APC

10
11
12 By 
13 LENDEN F. WEBB
14 CHRISTOPHER E. NICHOLS
15 Attorneys for Plaintiff individually and
16 on behalf of all others similarly situated.
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WEBB LAW GROUP, APC
466 West Fallbrook Avenue, Suite 102
Fresno, California 93711

CIVIL COVER SHEET

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Kerkorian, Paul
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS
Samsung Electronics America, Inc.
County of Residence of First Listed Defendant Ridgefield Park, NJ
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

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)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Real Estate, Personal Injury, etc.

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 § 17500, Cal. Bus. Prof § 17200
Brief description of cause:
Defendants have claimed that their POWERbot R7010 contained features, and was compatible with other high end robot vacuums when it was not

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE 06/22/2018 SIGNATURE OF ATTORNEY OF RECORD [Signature]

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

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