

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

TONY MCCOY, FRANCIS WOOD, TIARA
DENSMORE, CHRISTIAN DUTESCU,
MICHELLE PEDERSON, and MEGAN TOMSIK
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

SAMSUNG ELECTRONICS AMERICA, INC.,

Defendant.

Case No.: 2:21-cv-19470-KM-JSA

**AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Plaintiffs Tony McCoy, Francis Wood, Tiara Densmore, Christian Dutescu, Michelle Pederson, and Megan Tomsik, individually and on behalf of all others similarly situated, by their attorneys, file this Amended Class Action Complaint (the “Complaint”) against Defendant Samsung Electronics America, Inc. (“Samsung”). The following allegations are based on personal knowledge as to Plaintiffs’ own conduct and the investigation conducted by their counsel as to all other allegations.

SUMMARY OF THE ACTION

1. Plaintiffs bring this consumer class action alleging that Samsung concealed a known material defect in the Chromebook Plus 2-in-1 (the “Chromebook Plus 2-in-1”) and the Chromebook Plus 2-in-1 V2 (the “Chromebook Plus V2”) portable computers (hereinafter collectively defined as the “Chromebook Plus” or “Class Device”) that it designed, manufactured, marketed, sold, and distributed to consumers across the United States.

2. The Chromebook Plus is a “2-in-1” device—i.e., one that is convertible from a laptop to a tablet—that sells at a premium relative to traditional laptops and tablets. The Chromebook Plus 2-in-1 and the Chromebook Plus V2 were launched in or around January 2017 and August 2018 and retailed for over \$449 and \$499, respectively. Samsung touted the Class Device as a premium and durable 2-in-1 portable computer, replete with high-end features. It has the appearance of a traditional “clamshell” laptop, but the display is a “360-degree rotating touchscreen” that can be folded to the back of the chassis along two hinges so the device can be used as a tablet and in various positions.¹

3. Defendant heavily marketed the “supreme flexibility” of the Class Devices, claiming: the “Class Devices . . . [are] designed to be flexible—allowing the user to transform the Chromebook on demand. It is built with a 360-degree rotating touchscreen performing both as a notebook, and an ultra-mobile premium tablet.” This feature is, for all intents and purposes, identical across Chromebook Plus models with respect to design, form, assembly and function.

4. Unbeknownst to consumers, however, the Class Device’s display hinges are defective in that they detach from their mounting point within the display and break through the screen when the display is moved (the “Defect”). When the Defect manifests, attempting to open an impacted Class Device or change the display angle causes the screen to split, rupture, or suffer other serious damage. The Defect renders the Class Device inoperable by (1) breaking the screen glass and/or (2) restricting the user’s ability to open or close the display and adjust the viewing angle without causing severe damage to the screen glass. The Defect thereby deprives Plaintiff and

¹See *Samsung and Google Introduce the Next Generation Chromebook Designed for Google Play: The Samsung Chromebook Plus and Chromebook Pro*, Samsung.com (Jan. 4, 2017), available at <https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play> (last accessed Jan. 31, 2022); see also *Chromebook Plus Chromebooks - XE521QAB-K01US | Samsung US* (last accessed Feb. 4, 2022).

the Class members of the defining feature of their Chromebook Plus: the ability to use it as either a tablet or a laptop.

5. Through, inter alia, pre-release product testing, Defendant knew, or should have known, about the Defect long before it placed the Class Device into the stream of commerce. Despite this knowledge, Defendant has failed to disclose the Defect to purchasers of the Chromebook Plus and continues to misrepresent the capabilities of the Class Device.

6. Indeed, even when consumers advise Samsung that the Defect has manifested in their Class Devices, Defendant typically denies that the Defect exists and asserts that the hinges only fail when misused. Defendant unjustly profits from this scheme by routinely refusing to provide repairs to the defective Class Device free of charge.

7. The Defect manifests both while the Class Device is inside and outside of the warranty period. The only solution to the Defect is to replace the impacted hinge assembly and screen (if screen damage has also occurred). The Defect has left consumers across the country with a Class Device that does not work as intended, and which is indeed rendered inoperable and non-usable.

8. As a result of Samsung's unfair, deceptive and fraudulent business practices in connection with the defective Class Device, current and former owners of Class Devices, including Plaintiffs and members of the Class, have suffered an ascertainable loss of money, property, and/or loss in value of their laptops. Had Plaintiffs and Class members known about the Defect at the time of purchase, they would have paid substantially less for their Class Devices, or would not have purchased them and avoided the significant out-of-pocket costs they have incurred (or will incur) to repair or replace their Chromebook Plus.

9. Accordingly, Plaintiffs bring this action to redress Defendant's violations of various state consumer fraud statutes, breach of implied warranties, and other common law wrongs. Plaintiff also seeks money damages and equitable relief for Defendant's conduct described herein.

PARTIES

10. At all times relevant herein, Tony McCoy was a citizen of the United States, residing in Norman, Oklahoma.

11. At all times relevant herein, Francis Wood was a citizen of the United States, residing in Manchester, Missouri.

12. At all times relevant herein, Tiara Densmore was a citizen of the United States, residing in Gadsden, Alabama.

13. At all times relevant herein, Christian Dutescu was a citizen of the United States, residing in Valrico, Florida.

14. At all times relevant herein, Michelle Pederson was a citizen of the United States, residing in Orange Park, Florida.

15. At all times relevant herein, Megan Tomsik was a citizen of the United States, residing in Westlake, Ohio.

16. Defendant Samsung is a South Korean corporation formed under the laws of the State of Delaware with its headquarters in Ridgefield Park, New Jersey.

JURISDICTION AND VENUE

17. This Court has jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum or value of \$5,000,000, exclusive of interests and costs. This is a putative class action in which more than two-thirds of the proposed plaintiff class are citizens of states other than the Defendant.

18. This Court has jurisdiction over this action because Defendant is headquartered in the State of New Jersey within the boundaries of this judicial district; has consented to jurisdiction by registering to conduct business in the state; maintains sufficient minimum contacts in New Jersey; and otherwise intentionally avails itself of the New Jersey markets through promotion, sale, marketing and distribution of its Class Devices in and from the state, which renders the exercise of jurisdiction by this Court proper and necessary as Samsung is “at home” in New Jersey.

19. Venue is proper in this District, under 28 U.S.C. § 1391(b), because a substantial part of the events or omissions giving rise to the claims of at least one Plaintiff occurred in this District.

PLAINTIFFS’ SPECIFIC ALLEGATIONS

Plaintiff Tony McCoy

20. On or around December 2018, Plaintiff McCoy purchased a Chromebook Plus from a Best Buy retail location for roughly \$600.00.

21. Plaintiff McCoy was initially impressed by the Class Device’s metal exterior, 2-in-1 convertible design, and its association with a well-known brand such as Samsung. When making his final purchasing decision, Plaintiff McCoy relied on the marketing and sales materials present at the Best Buy retail location and on the Class Device packaging concerning the Class Device’s

durability and functionality. The fact that Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff McCoy and other reasonable consumers.

22. In or around August 2021, Plaintiff McCoy attempted to open the Class Device from its closed position. As he did so, Plaintiff McCoy heard a loud pop and saw that the hinge had broken off from the display and shattered the screen.

23. Plaintiff McCoy used and maintained his Class Device in a manner typical of a reasonable consumer.

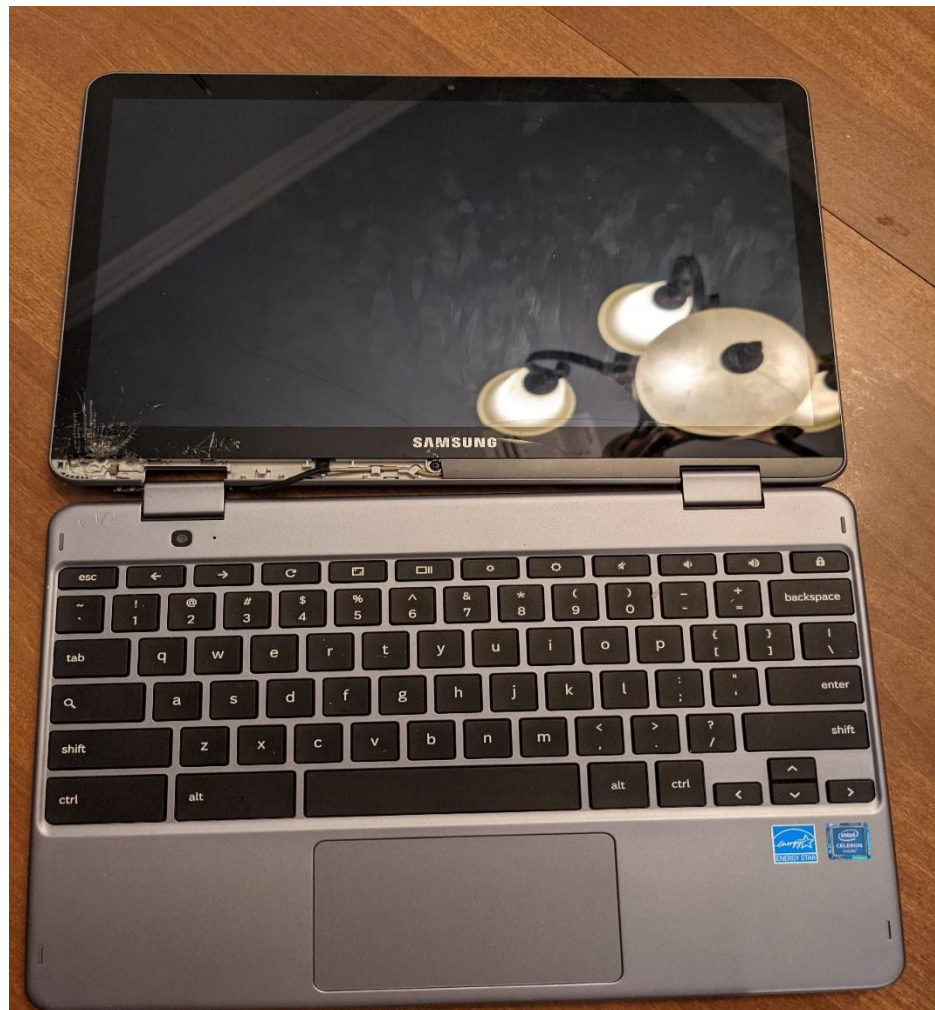
24. Following the manifestation of the Defect in his Class Device, Plaintiff's wife filed a formal complaint with Samsung's customer service team. Over the course of several days, Plaintiff's wife spent many hours speaking with customer service representatives on the phone and gradually escalated her complaint to the point of speaking with a supervisor. The supervisor, however, dismissed Plaintiff's concerns and attributed blame for the Defect to "opening and closing the laptop too much."

25. Following his purchase of the Class Device and discovery of the Defect, Plaintiff conducted his own research into the cause of the Defect and found many poor reviews referencing the Defect on websites such as BestBuy.com and Reddit. Plaintiff estimates that he spent a total of 10-15 hours on research, troubleshooting, and correspondence with Samsung regarding the Defect.

26. If Plaintiff McCoy had been told of the Defect and the deceptive manner in which Samsung would (a) conceal the Defect, and (b) thereafter refuse to cover it under its warranty, Plaintiff McCoy would not have purchased the Class Device, or would have paid substantially less for it.

27. Plaintiff McCoy remains very much interested in purchasing Samsung's laptops in the future and would consider doing so if he felt confident that Samsung would correct the problems discussed herein and throughout this Complaint.

28. Plaintiff McCoy's Chromebook Plus has suffered damage caused by the Defect as shown below:



Plaintiff Francis Wood

29. On or around November 2019, Plaintiff Wood purchased a Chromebook Plus from a Best Buy retail location for roughly \$449.00.

30. Plaintiff Wood was initially impressed by the Class Device's metal exterior, 2-in-1 convertible design, and its association with a well-known brand such as Samsung. When making his final purchasing decision, Plaintiff Wood relied on the marketing and sales materials present at the Best Buy retail location and on the Class Device packaging concerning the Class Device's durability and functionality. The fact that Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff Wood and to other reasonable consumers.

31. In or around November 2021, Plaintiff Wood attempted to open the Class Device from its closed position. As he did so, Plaintiff Wood heard a loud pop and saw that the hinge on the right side had broken off from the display and shattered the screen.

32. Plaintiff Wood used and maintained his Class Device in a manner typical of a reasonable consumer.

33. Following the manifestation of the Defect in his Class Device, Plaintiff Wood filed a formal complaint with Samsung's customer service team. Samsung's representative opened a repair ticket and provided Plaintiff Wood with the telephone number for their repair provider, Total Tech Solutions. Plaintiff Wood called the repair provider and was quoted an estimated repair cost of \$304: \$189 for parts; \$90 for labor; and \$25 for shipping. Samsung would not repair the defective laptop for free.

34. Following his purchase of the Class Device and subsequent discovery of the Defect, Plaintiff Wood conducted his own research into the cause of the Defect and found many negative

reviews referencing the Defect on websites such as BestBuy.com, Reddit, and on Samsung's own website. Plaintiff Wood estimates that he spent a total of two hours on research before realizing the Defect had been a problem for several years.

35. If Plaintiff Wood had been made aware of the Defect and the deceptive manner in which Samsung would conceal the Defect and thereafter refuse to cover it under its warranty, Plaintiff Wood would not have purchased the Class Device, or would have paid substantially less for it.

36. Plaintiff Wood remains very much interested in purchasing Samsung's laptops in the future and would consider doing so if he felt confident that Samsung would correct the problems discussed herein and throughout this Complaint.

37. Plaintiff Wood's Chromebook Plus has suffered damage caused by the Defect as shown below:



Plaintiff Tiara Densmore

38. On May 1st, 2020, Plaintiff Densmore purchased a Chromebook Plus from a Verizon retail location for \$599.99.

39. Plaintiff Densmore was initially impressed by the Class Device's metal exterior, 2-in-1 convertible design, and its association with a well-known brand such as Samsung. When making her final purchasing decision, Plaintiff Densmore relied on the marketing and sales materials present at the Verizon store and on the Class Device's packaging concerning the Class Device's durability and functionality. The fact that Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff Densmore and to other reasonable consumers.

40. In or around March 15th, 2021, Plaintiff Densmore attempted to open the Class Device from its closed position. As she did so, Plaintiff Densmore heard a loud pop and saw that the hinge on the right side had broken off from the display.

41. Plaintiff Densmore used and maintained her Class Device in a manner typical of a reasonable consumer.

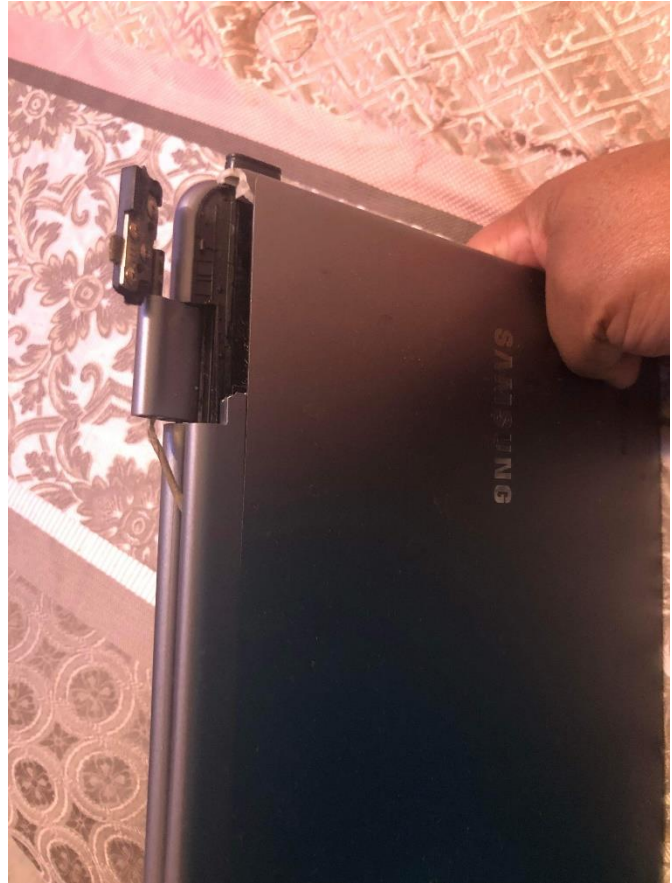
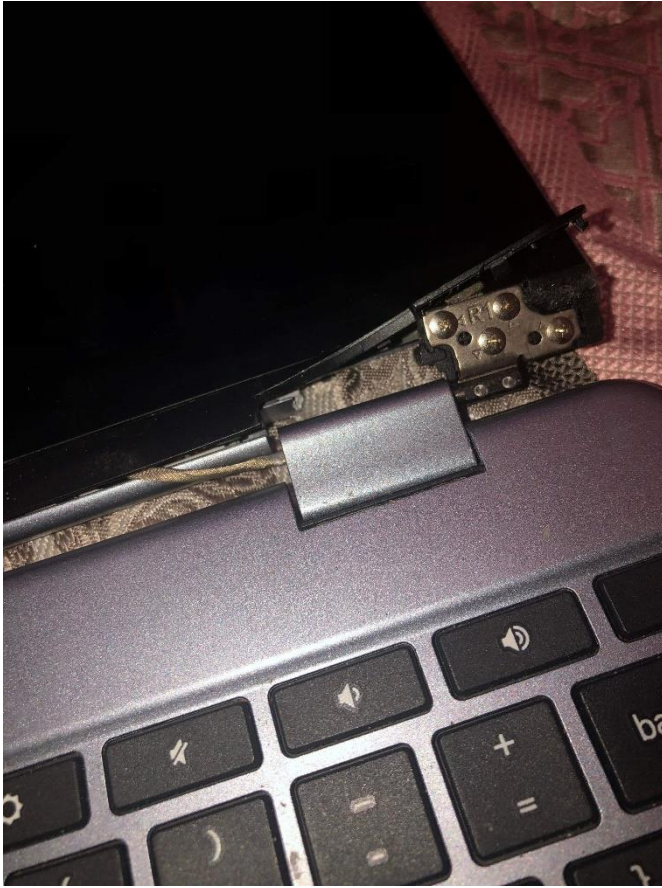
42. Following her purchase of the Class Device and discovery of the Defect, Plaintiff Densmore conducted her own research into the cause of the Defect and found many negative reviews referencing the Defect. She corresponded with both Samsung and Verizon over the course of roughly six months regarding the Defect. One Samsung representative told Plaintiff Densmore that it would cost \$150.00 to receive a diagnostic report on the issue, after which they might repair the device. However, the representative also told Plaintiff Densmore that if the diagnostic determined the issue stemmed from “fault by customer,” then her \$150.00 would be forfeit and they would not repair the device. Plaintiff Densmore did not elect to pursue this process, fearing that Samsung would simply take her \$150.00 and not repair the Defect. Plaintiff Densmore also pursued an insurance claim with Verizon, which required a deposit of roughly \$99.00, which would be returned to her if the review determined the defect arose due to manufacturer error. However, following this \$99.00 payment, Verizon determined, improbably, that the Defect did not arise due to manufacturer error and requested an additional \$100.00 payment to move forward with her claim. Plaintiff Densmore was surprised and disappointed by this outcome and did not move forward with the insurance claim. She instead worked with her bank to dispute the initial \$99.00 charge and was eventually able to get the charge credited back to her account.

43. Plaintiff Densmore estimates that she spent a total of 40 hours on research, troubleshooting, correspondence with Samsung and Verizon, and other pertinent actions relating to her experience with the Defect.

44. In or around September 2021, Plaintiff Densmore purchased an HP Touchscreen Chromebook laptop for roughly \$400.00 as a replacement device. Plaintiff has not had any issue with this HP Touchscreen Chromebook replacement device.

45. If Plaintiff Densmore had been told of the Defect and the deceptive manner in which Samsung would conceal the Defect and thereafter refuse to cover it under its warranty, Plaintiff Densmore would not have purchased the Class Device, or would have paid substantially less for it.

46. Plaintiff Densmore remains very much interested in purchasing Samsung's laptops in the future and would consider doing so if she felt confident that Samsung would correct the problems discussed herein and throughout this Complaint.



Plaintiff Christian Dutescu

47. On or around June 2019, Plaintiff Christian Dutescu purchased a Chromebook Plus from a Best Buy retail location for roughly \$400.

48. Plaintiff Dutescu was initially impressed by the Class Device's metal exterior, 2-in-1 convertible design, and its association with a well-known brand such as Samsung. He intended to use the Class Device for his university studies and was also enticed by the inclusion of a pen. When making his final purchasing decision, Plaintiff Dutescu relied on the marketing and sales materials present at the Best Buy retail location concerning the Class Device's durability and functionality. The fact the Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff Dutescu and to other reasonable

consumers.

49. In or around December 2021, Plaintiff Dutescu attempted to open the Class Device from its closed position. As he did so, he noticed the Defect had impacted the left hinge of the laptop and caused the screen to crack. Plaintiff Dutescu had to clean out the screen's glass shards as they presented a safety hazard if left alone.

50. Plaintiff Dutescu used and maintained his Class Device in a manner typical of a reasonable consumer.

51. Following the manifestation of the Defect in his Class Device, Plaintiff Dutescu did not file a formal complaint with Samsung's customer service team. Plaintiff Dutescu had gathered from his research into the issue that Samsung likely would not help him, since so many other buyers had posted about the help they did not receive and Samsung's refusal to repair the Class Device for free.

52. In fact, following his purchase of the Class Device and discovery of the Defect, Plaintiff Dutescu conducted his own research into the cause of the Defect and found many negative reviews referencing the Defect.

53. If Plaintiff Dutescu had been told of the Defect and the deceptive manner in which Samsung would conceal the Defect and thereafter refuse to cover it under its warranty, Plaintiff Dutescu would not have purchased the Class Device or would have paid substantially less for it.

54. Plaintiff Dutescu no longer uses his Class Device and has stored it away. Plaintiff Dutescu purchased a replacement device from another manufacturer, spending \$1,000.00.

55. Plaintiff Dutescu remains very much interested in purchasing Samsung's laptops in the future and would consider doing so if he felt confident that Samsung would correct the problems discussed here and throughout this Complaint.

Plaintiff Michelle Pederson

56. On or around November 26, 2018, Plaintiff Michelle Pederson purchased a Chromebook Plus from a Best Buy retail location for roughly \$349.00.

57. Plaintiff Pederson was looking to replace her aging desktop computer and wanted another device to use at home that she could move from room to room. She had purchased other products manufactured by Samsung and trusted the brand since she had not had other issues with Samsung products. When making her final purchasing decision, Plaintiff Pederson relied on the marketing and sales materials present at the Best Buy retail location concerning the Class Device's durability and functionality. The fact that Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff Pederson and to other reasonable consumers.

58. In or around January 2022, Plaintiff Pederson attempted to open the Class Device from its closed position. As she did so, Plaintiff Pederson heard a loud pop and saw that the hinge on the left side had broken off from the display and shattered the screen. The hinges internal components are now exposed.

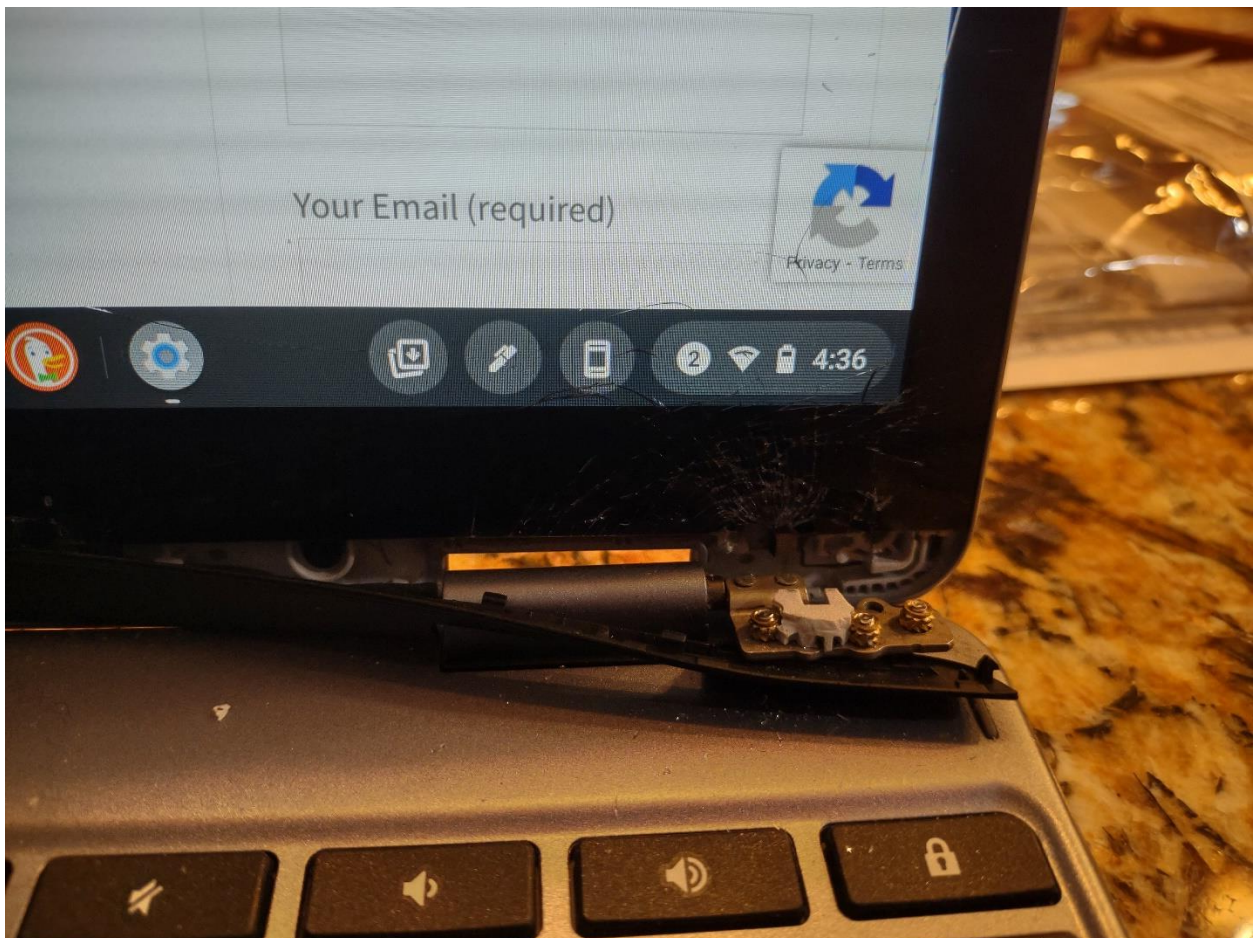
59. Plaintiff Pederson used and maintained her Class Device in a manner typical of a reasonable consumer.

60. Following the manifestation of the Defect in her Class Device, Plaintiff Pederson researched the issue online and was shocked to find the large number of customer complaints detailing the issue and how similar their experiences were to hers. Plaintiff Pederson did not contact Samsung because her device's extended one-year warranty had passed, but also because, in the course of her research, she saw that Samsung might ask her to pay upwards of \$300 for a repair.

61. Plaintiff Pederson and her family continue to use the Class Device, though they no longer close the screen. Plaintiff Pederson is afraid of moving the device and no longer places it on her lap. Instead, the device is now permanently on the kitchen counter for fear that moving it might cause the other hinge to also fall apart.

62. If Plaintiff Pederson had been told of the Defect and the deceptive manner in which Samsung would conceal the Defect and thereafter refuse to cover it under its warranty she would not have purchased the Class Device, or would have paid substantially less.

63. Plaintiff Pederson remains very much interested in purchasing Samsung's laptops in the future and would consider doing so if she felt confident that Samsung would correct the problems discussed herein and throughout this Complaint.



Plaintiff Megan Tomsik

64. On July 24th, 2019, Plaintiff Tomsik purchased a Chromebook Plus from the Best Buy website for \$299.00.

65. Plaintiff Tomsik was initially impressed by the Class Device's lightweight metal exterior, 2-in-1 convertible design, and its association with a well-known brand such as Samsung. Plaintiff Tomsik intended to purchase the Device for her son, who was then entering his first year of high school and was required to have such a device for schoolwork. Prior to her purchase of the Class Device, Plaintiff Tomsik also considered similar devices manufactured by some of Defendant's industry competitors, such as Acer, Lenovo, and HP. When making her final purchasing decision, Plaintiff Tomsik relied on the marketing and sales materials present on the Best Buy website concerning the Class Device's durability and functionality. The fact that Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff Tomsik and to other reasonable consumers.

66. In or around late May 2021, Plaintiff Tomsik's son attempted to use the Class Device while at school. As he did so, the Class Device's left hinge resisted and suddenly broke through the lower left corner of the screen, leaving the Device cracked and unusable. Plaintiff's son had to rely on a much older device owned by Plaintiff to get him through the remainder of the school year.

67. Plaintiff Tomsik and her son used and maintained their Class Device in a manner typical of reasonable consumers.

68. Following the manifestation of the Defect in the Class Device, Plaintiff Tomsik conducted her own research into the cause of the Defect and found many negative reviews and other customer complaints referencing the Defect. On August 9th, 2021, in advance of the coming

school year, Plaintiff Tomsik contacted Samsung's customer support division. After spending many hours corresponding with both Samsung and their third-party repair vendor, Total Tech Solutions, via phone and online chat, Plaintiff Tomsik was able to secure a one-time accommodation allowing for a free-of-charge repair for the defect. Plaintiff Tomsik shipped the Class Device to Samsung via UPS and received it back in serviceable condition by the end of August 2021.

69. However, on or around late January 2022, the Defect manifested in Plaintiff Tomsik's recently repaired Class Device. On January 25th, 2022, Plaintiff Tomsik again reached out to Samsung's customer service phone line. Despite spending several hours in correspondence with Samsung representatives, Plaintiff Tomsik was unable to secure an additional accommodation for this manifestation of the Defect. Plaintiff Tomsik also visited a local Best Buy retail location in regard to this manifestation of the Defect, but they refused to look at it, as she did not have insurance on the Device.

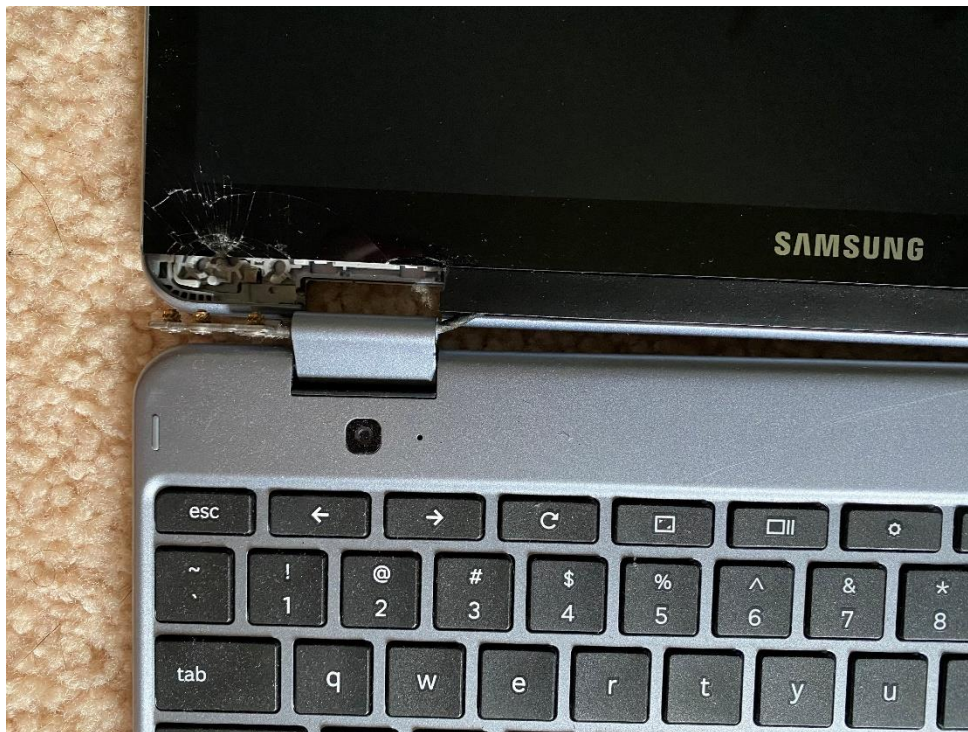
70. Plaintiff Tomsik estimates that she spent a total of 30-40 hours on research, troubleshooting, correspondence with Samsung, and other pertinent actions unique to her experience with the Defect.

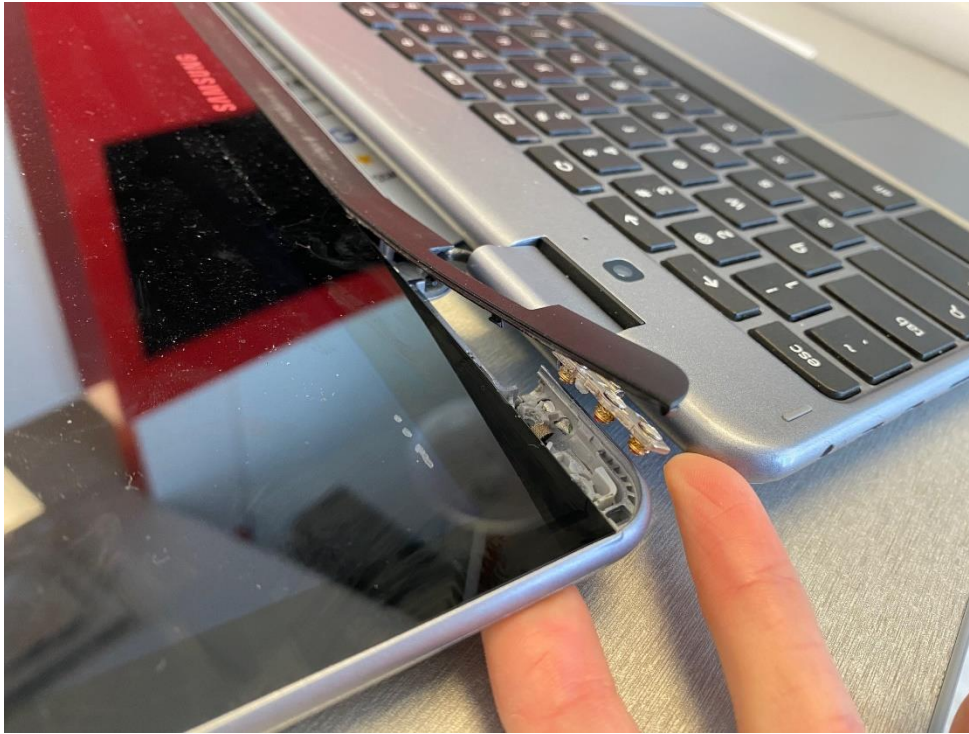
71. Following this most recent manifestation of the Defect, Plaintiff Tomsik purchased a Lenovo Flex 3 2-in-1 device for roughly \$199.00 for her son to use. Neither Plaintiff nor her son have had any issue with this Lenovo Flex 3 replacement device.

72. If Plaintiff Tomsik had been told of the Defect and the deceptive manner in which Samsung would conceal the Defect and refuse comprehensive coverage under its warranty, Plaintiff Tomsik would not have purchased the Class Device or would have paid substantially less for it.

73. Plaintiff Tomsik remains very much interested in purchasing Samsung's laptops in the future and would consider doing so if she felt confident that Samsung would correct the problems discussed herein and throughout this Complaint.

74. Plaintiff Tomsik's Chromebook Plus has suffered damage caused by the Defect as shown below. The upper picture shows the first incidence of the Defect, in May 2021, while the lower picture shows the second incidence of the Defect, in January 2022.





COMMON FACTUAL ALLEGATIONS

A. The Samsung Chromebook Plus

75. The Chromebook 2-in-1 is a “2-in-1” laptop/tablet device debuted in or around January 2017. The Class Device sold at a premium relative to traditional laptops and tablets, with the basic model retailing for over \$449. Samsung touted the Class Device as a “premium convertible laptop[.]” and durable 2-in-1 portable computer, replete with high-end features such as: an “immersive Quad HD 2400×1600 resolution display made of durable Gorilla Glass 3;” “4GB of RAM and 32GB of storage;” a “built-in digitized pen;” and an “Intel® Core™ m3 processor.”²

76. The Chromebook Plus V2 is also a “2-in-1” laptop/tablet device that debuted in or

² *Samsung and Google Introduce the Next Generation Chromebook Designed for Google Play: The Samsung Chromebook Plus and Chromebook Pro*, Samsung.com (Jan. 4, 2017), available at <https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play> (last accessed Jan. 31, 2022).

around August 2018. Samsung touted the Chromebook Plus V2 as “built for flexibility and productivity,” with the ability to be transformed “from notebook to tablet to sketchbook – and back,” giving the user a “premium design” and “premium experience.”³

77. Defendant designed, manufactured, warranted, advertised, and sold the Class Device to thousands of consumers throughout the United States, including in Oklahoma, Florida, Alabama, Missouri, and Ohio.

78. Defendant’s primary selling point of the Class Device is its “supreme flexibility.” Defendant explained that the “Chromebook Plus . . . [is] designed to be flexible—allowing the user to transform the Chromebook on demand. It is built with a 360-degree rotating touchscreen performing both as a notebook, and an ultra-mobile premium tablet.”⁴

79. Defendant heavily promoted the convertibility of the Class Device. For example, in marketing materials accompanying the announcement of the Class Device, Defendant described the Chromebook Plus as “the latest generation of its Chromebooks that pairs the power and productivity of a laptop with the flexibility and versatility of a tablet.”⁵ In contemporaneous marketing materials, Defendant claimed that the Class Device could “go from notebook to tablet in a single snap. Thanks to Quad HD screen [*sic*], the Samsung Chromebook Plus and Chromebook Pro perform equally well as both tablet and laptop.”⁶

³ [Do More from Anywhere with the New Samsung Chromebook Plus \(V2\) - Samsung US Newsroom](#) (last accessed Feb. 4, 2022).

⁴ *Samsung and Google Introduce the Next Generation Chromebook Designed for Google Play: The Samsung Chromebook Plus and Chromebook Pro*, Samsung.com (Jan. 4, 2017), available at <https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play> (last accessed Jan. 31, 2022).

⁵ *Id.*

⁶ <http://web.archive.org/web/20181020030155/https://news.samsung.com/us/Samsung+Electronics+Reaches+Higher+for+Consumers+at+CES+2017+with+Innovations+to+Enhance+the+Way+People+Live%2C+Work%2C+and+Play> (last accessed Jan. 31, 2022).

80. Samsung's product pages for the Class Device consistently highlight the convertibility of the device, claiming: "Samsung Chromebook Plus adapts to whatever you're doing. Use it like a laptop to reply to emails or to work on a paper. When you need a break, flip the screen so you can play games or catch up on your latest book."⁷

81. Defendant also represented that "[f]rom laptop to tablet to sketchbook and more . . . it easily folds over into tablet mode so you can quickly switch between typing and writing down ideas."⁸

82. Additionally, Defendant's website touts that the functionality of the Class Devices is tied to its rotating screen: "Change your perspective with the revolutionary 13MP world-facing camera with autofocus. Simply fold your laptop into tablet mode and capture your view from any angle or zoom in to take photos of the whiteboard."⁹

83. Below are several images from Defendant's marketing materials illustrating the purported flexibility and convertibility of the Class Devices.

⁷Chromebook Plus Product Page, Samsung.com, available at http://web.archive.org/web/20170119011315mp_/http://www.samsung.com/us/computing/chromebooks/12-14/xe513c24-k01us-xe513c24-k01us/ (last accessed Jan. 31, 2022).

⁸Chromebook Plus Product Page, Samsung.com, available at <https://www.samsung.com/us/computing/chromebooks/12-14/samsung-chromebook-plus-xe521qab-k01us/#benefits> (last accessed Jan. 31, 2022).

⁹ *Id.*





84. Defendant also touted the durability and quality of the Class Device, describing them as “premium convertible laptops ... featur[ing] a sleek yet durable metal body,”¹⁰ and “high-quality hardware.”¹¹ See also Jessica Leigh Brown, *10 reasons to move your school to Chromebooks*, Samsung.com (May 6, 2021) (claiming the Class Device is “durable” and insinuating that the Class Device “ha[s] passed military-grade durability tests”).¹²

85. Defendant marketed, promoted, and expressly and impliedly warranted that the Class Devices were fully functioning, 2-in-1 portable computers without any faults in the hinge mechanism that would prevent the devices from converting between use modes or otherwise keep the user from adjusting the screen angle.

¹⁰<http://web.archive.org/web/20181020030155/https://news.samsung.com/us/Samsung+Electronics+Reaches+Higher+for+Consumers+at+CES+2017+with+Innovations+to+Enhance+the+Way+People+Live%2C+Work%2C+and+Play> (last accessed Jan. 31, 2021).

¹¹<https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play> (last accessed Jan. 31, 2021)

¹² <https://insights.samsung.com/2021/05/06/10-reasons-to-move-your-school-to-chromebooks/> (last accessed Sep. 24, 2021)

86. Defendant's marketing and advertising was created, approved and disseminated from its national headquarters in New Jersey. In addition, its warranty repair division is based in New Jersey.

87. Plaintiffs and the Class purchased Class Devices manufactured, marketed and sold by Defendant because the Class Devices were advertised and expressly and impliedly warranted as premium and durable 2-in-1 laptop/tablet devices. Plaintiffs and the Class purchased their Class Devices to be used as 2-in-1 laptop/tablet devices as represented by Defendant in the marketing materials for the Chromebook Plus.

B. The Defect

88. The hinges of the Class Device, however, are defective and prevent the Class Device from being used as advertised. Specifically, the Defect causes one or more of the hinge arms to separate from its mount inside the display, which ultimately damages the display and cracks the screen and/or prevents owners from opening, closing, or adjusting the displays of the Class Device for fear of damaging the screen glass.

89. The Class Device utilizes hinges to connect the chassis to the display. Defendant mounts the hinge assembly to the device display with three small screws into a piece of plastic affixed behind the screen glass. The hinge assembly is also secured to the chassis. To ensure that the Class Device can be used in various positions, the hinges are designed to resist movement and thereby hold whatever position they are put in until the user manually changes the angle of the screen by applying force to the display.

90. Upon information and belief, the plastic mount in the display to which the hinge assembly is affixed fails and detaches from its attachment point within the display, thus causing the Defect. When a user attempts to change the display angle by applying force to it, the detached

hinge arm exerts pressure on the underside of the display glass. Thus, when the display is moved, the resistance of the hinge causes the screen and surrounding plastic to shatter, damaging the screen and rendering further use of the laptop very difficult (and dangerous).

91. In most cases, the Defect leaves a Class Device unusable. In fact, Defendant's User Manual agrees, stating the following as it relates to the Class Device: "Do not use the product if it is cracked or broken. Broken glass or acrylic could cause injury to your hands and face. Take the device to a Samsung Service Center to have it repaired."¹³ Samsung also cautions that "Using a broken computer may result in electric shock or fire."¹⁴

92. The only solution to the Defect is to replace the impacted hinge assembly and laptop screen.

93. Unfortunately for Plaintiffs and Class members, they could not have readily discovered the true extent and nature of the Defect until after it manifested in their respective Class Devices. Defendant, however, has long known of the Defect while concealing its existence from its customers.

C. Samsung's Exclusive and Early Knowledge of the Screen Defect

94. The Defect appears to be pervasive throughout Class Devices manufactured after the Class Device was released and manifests both inside and outside of the one-year warranty period.

95. Upon information and belief, Samsung designed and manufactured the Class Device. As such, Samsung's exclusive knowledge of the Defect at the time of the Class Device's manufacture from, among other things, its own pre-release product testing, pre-dates the Plaintiffs'

¹³ See User Manual at 51, available at https://downloadcenter.samsung.com/content/UM/201810/20181015151414731/Chromebook_Manual_ENG.pdf (last accessed Jan. 31, 2022).

¹⁴ *Id.* at 48.

and Class members' respective purchases of the Class Device.

96. Additionally, upon information and belief, Samsung received warranty repair inquiries and supplied replacement parts for the Class Device dating back to 2018. Thus, Samsung was also made aware of the Defect from the numerous warranty inquiries it received from Class Device owners and from the demand for replacement parts relating to the Defect, which knowledge pre-dated Plaintiffs' and Class members' respective purchases of the Class Device.

97. Furthermore, Defendant knew about the Defect because of the large number of comments and posts made online about the Defect. These include hundreds of posts from Chromebook Plus owners complaining about the Defect on scores of threads found on numerous message boards—including on Defendant's own website—which posts pre-date Plaintiffs' and Class members' respective purchases of the Class Device.¹⁵

POSTED: AUG 5, 2018

How to replace hinge on samsung chromebook plus?

The hinge is broken and will no longer fold in any direction.

98. On Samsung's own product page for the Class Device, the average customer review score is 1.9 stars out of a possible five. Of 68 total customer reviews, 38 customers rate the device the lowest possible score of one star, with another 14 ratings of two stars. Most of these negative reviews reference the Defect and Samsung's refusal to remedy the issue.

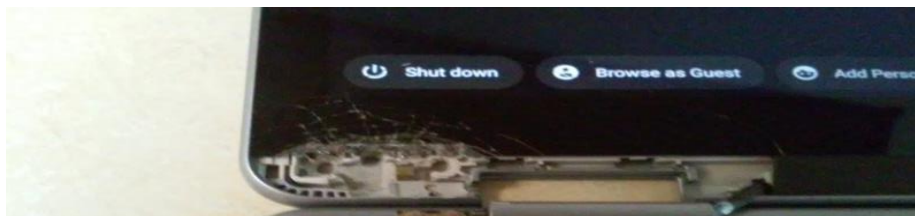
¹⁵ [How to replace hinge on Samsung Chromebook plus? - Samsung Chromebook Plus - iFixit](#) (last accessed Feb. 4, 2022).

99. In fact, mention of the Defect on the Samsung webpage dates back over three years and continues up through recent months. Comments such as those shown below are remarkably common, with many users also posting pictures of the defective device to illustrate their claims.¹⁶

★★★★★ rcrespo49 · 2 years ago

Samsung Chromebook Plus 2 in 1 12.2

Bought it November 2018. Lasted 8 months. Hinges broke right through the screen. Who's bright idea was to place the hinges right behind the screen. The hinges are supported to the plastic cover of the screen assembly with 3 tiny metal screws. Really? Metal screws and a plastic cover and the hinges behind the screen?



★★★★★ SadCollegeStudent · 2 years ago

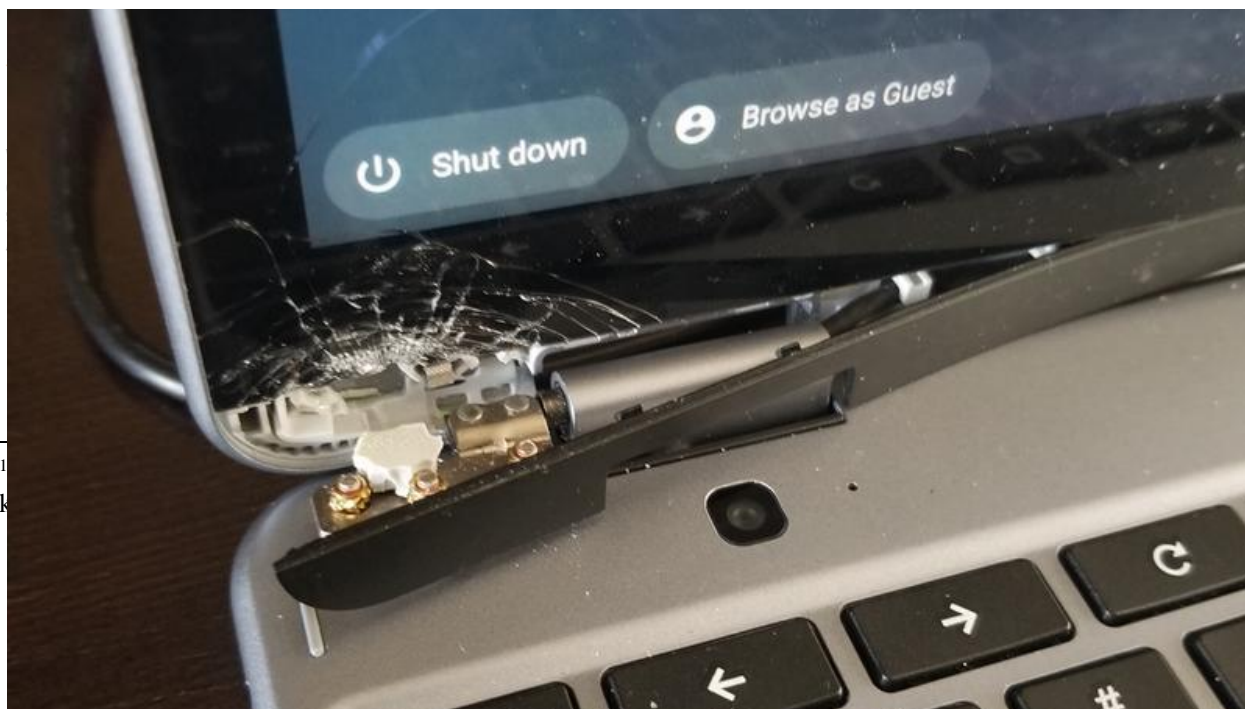
Good While It Lasted

I bought this chromebook to take digital notes when I entered college. I fell in love with the device and enhanced my learning. That was until about 6 months later the hinge broke from regular use and it also messed with the screen. It was fun while it lasted Samsung.

★★★★★ Jacobm69 · a year ago

Do Not Buy - Major Hinge Issue

I have the same issue as a lot of the reviewers have already posted. The hinge somehow gets stuck or frozen and when the laptop is opened, it pulls out of the screen and cracks the display. Had this device for 5 months. Customer service is not easy to deal with to resolve this issue as well. Stay Away from this



★★★★★ JMBBar · a year ago

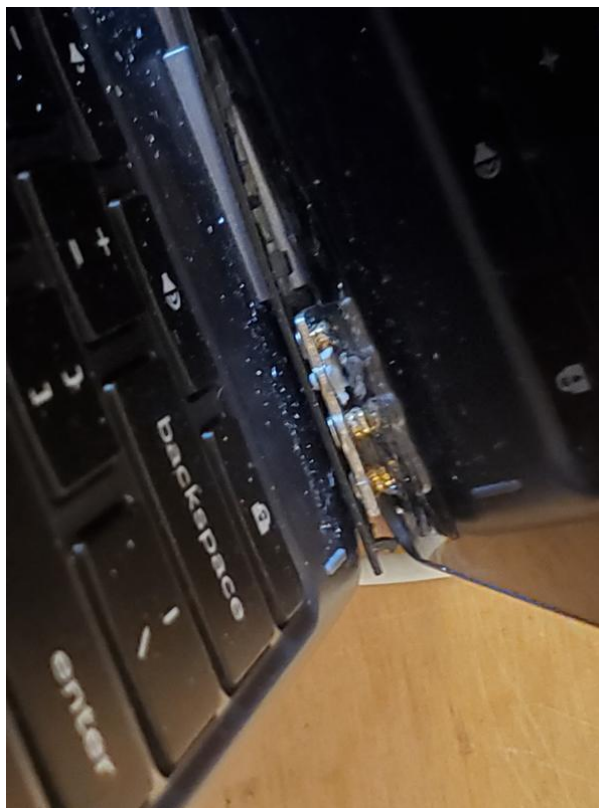
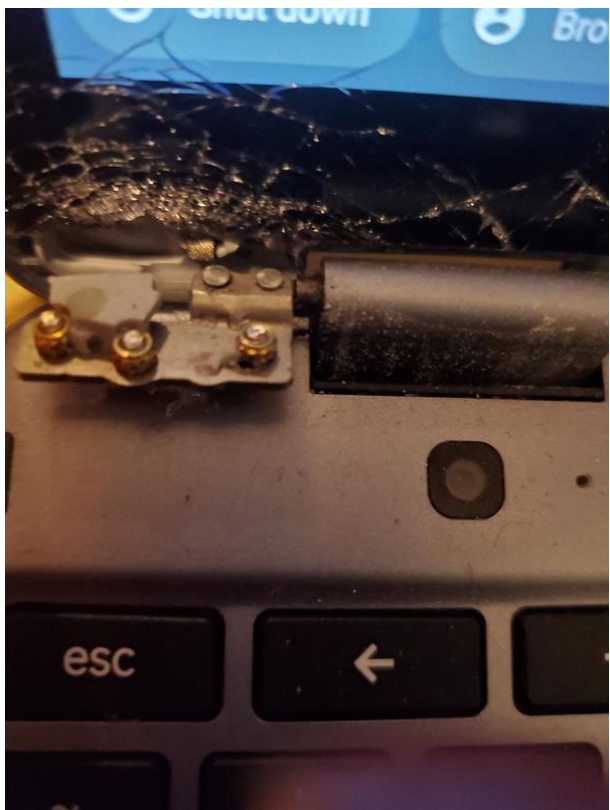
Hinge came off and cracked screen.

I've had this Chromebook for over a year and the left hinge suddenly pop out and cracked the screen. This is obviously an issue Samsung has to look at since I've read about 8 reviews in a row showing the same issue.

★★★★★ Frustrated mama · a year ago

Purchased 2 defective chromebooks

Purchased 2 chromebooks from best buy for my kids at Christmas and BOTH some how got fused closed at the hinges and when we went to open them the screen was broken. You can see that each book there is an issue with the hinge. Since my son's did it first we didn't try to force my daughters open. Don't even know where to try to get these fixed. And now with school and everything going on they are in dire need of their chromebooks for e-learning. So frustrating. Does anybody know if there is a recall for them I'm not aware of?



★★★★★ STEPHEN · a year ago

Severely flawed, most likely will break

bought 2 of these for my daughters. loved them at first, good functionality and performance.
then the left hinge broke on one, shattering the screen in the process. hinge locked in the closed position, ripping from the screen when it was opened. cost to fix was \$100 more than new cost, but no parts available anyway.
then the second laptop failed a week later in exactly the same way. research on best buy and this site shows many, many others with exactly the same problem
very clearly this is a quality/design flaw that samsung are aware of but refuse to acknowledge or fix.
their response was "from the photos this is a cosmetic issue and not covered under warranty".
this is not cosmetic, both laptops are unusable.
samsung just lost a customer for life!

★★★★★ Jessicasarah21 · a year ago

Same hinge issue described in other reviews!

i purchased this less than 2 years ago and used it only about once a week since so you'd think it would last years considering the light use. however, as the 20+ other reviews have described, after gently opening the lid as usual the right hinge completely disconnected from the screen and a metal part is now sticking out, causing the lid to be unable to close. i have never dropped this item or even bent the lid back to put it in tablet mode so there is no reason why the hinge should have broken. samsung was no help at all since it's been over a year. there should be a recall on this immediately!

★★★★★ avery · a year ago

same hinge problem as everyone else

★★★★★ Steve · 8 months ago

Great laptop if not for the crappy hinges

the wife loves this laptop but unfortunately the hinges break with ease. the hinge broke just out of warranty so a little over a year. samsung was decent enough to repair it last summer, and now well under a year later it broke again. the wife doesn't even use it in tablet mode so the hinge isn't being abused. the problem is the hinge screws into plastic in the screen surround and the hinges themselves are stiff so a broken laptop is all but guaranteed.

do not waste your money on this piece of garbage.

★★★★★ nhang6977 · 7 months ago

left hinge cracked screen

brand new work computer. opened with both hands--one on each corner. the left hinge came off and the entire screen cracked terribly.

★★★★★ KitKat · 5 months ago

Same hinge problem as everyone else it seems...

i bought this book in june 2019. i've done nothing but baby it. it runs fairly well overall, but then today, out of nowhere - literally, there was no warning as i've been using it (opening/closing) everyday with no signs of wear - the hinge just ruptures and the right corner of my screen shatters. now i have three giant cracks going up my screen on that side. i have my thesis defense tomorrow and i guess i'm presenting with a broken screen. at least i'm the only one who will notice since i still can't get every piece of glass and they end up in my fingers. after i graduate next week this is going to be scrapped. it's not even worth the cost of repairs once you add everything up. i already ordered a new acer instead.



100. A small minority of users report that Samsung agreed to cover repairs for their device after the appearance of the Defect. In one of these cases, Samsung agreed to provide the repairs under warranty. In another, Samsung first quoted the user \$362.00 for repairs of the Defect, but then agreed to a no-cost repair due to the presence of many online complaints regarding the Defect. These instances stand in contrast to the experiences of Plaintiffs and most other device owners, who have alternatively been blamed for causing the damage themselves or told that the Defect is “cosmetic” and therefore not covered by warranty.

★★★★★ Angelajean · a year ago

Hinge destroyed my screen

as many of reported, i too had the hinge bust through my screen for absolutely no reason. i contacted samsung and i sent them my chromebook only to be told they want \$362 to repair it since it was out of warranty. which would be understandable if this wasn't an obvious design flaw on samsungs part. samsung needs to addresss this issue!! i will report that i contacted samsung after seeing all the reviews of the same issue and they will be repairing my chromebook at no cost.



★★★★★ Sushi · 10 months ago

Broken Hinge

the chromebook itself was pleasant to use and worked well until the left hand hinge broke. the hinge became so stiff that when my wife opened the lid, the whole fitting broke out of the screen part. as you can see from other reviews, this is a common problem. samsung refuses to fix this hinge under warranty and do not recognise it as a design problem. i would be very wary about buying any samsung product in the future and would advise you not to buy one of these!



Posted by u/honda_of_albania 2 years ago

3

Rash of Samsung Plus V2 hinge failures?**Discussion**

As my kiddo opened her Samsung Plus V2 (XE521QAB-K0) on Saturday, the hinge ripped out of the plastic frame near the screen. Because the hinge is behind the glass, the hinge took out the glass in the process. The carnage looks exactly like [this image I found in a Best Buy review](#).

She reports that the only indication of a problem was some funny colors (strain on the glass) in the hours before the incident. There's no indication of prior physical damage.

Samsung web chat directed me to their repair partner. The phone rep at the partner said "Is it an XE520, XE521 or <some other numbers I didn't catch>? Yeah, we see lots of those, probably 7 of 10 units that come through here did exactly that. Call Samsung, get an RMA, it'll be covered."

So, I called Samsung. The CSR took a hard line: "If the screen is cracked, that's physical damage, you'll have to pay."

Ugh.

★★★★★ MaineManJeff · 8 months ago

Samsung stands behind their product!

my son has had this for chromebook for 2 years and uses it daily. we had the hunge failure happen to us last week out of the blue. we were hoping to find an easy way to fix it before the screen cracked and called samsung service. i was very happy and surprised to hear samsung stand by their product and cover the repair under warranty 2 years after purchasing! i will always buy from a company that stands by their product well outside of normal coverage.

101. Online complaints regarding the Defect are not limited to Samsung's website or the relevant product pages. For instance, many Class Device owners have spoken out about the Defect on the popular online message board, Reddit. In one thread, entitled "Rash of Samsung Plus V2 hinge failures," various Class Device owners posted the below messages:¹⁷

¹⁷See https://www.reddit.com/r/chromeos/comments/bwc83s/rash_of_samsung_plus_v2_hinge_failures/ (last accessed Sep. 22, 2021).



robertleeblairjr · 2y

Where's a link to the Best Buy review? That doesn't look like a manufacturer failure based upon the hinge in the image. I've serviced computers for almost 20 years. From the image and without any further media to inspect, definitely appears to be failure by incompetence. Hard reset is needed.

↑ 1 ↓ Give Award Share Report Save



honda_of_albania OP · 2y

I didn't link directly to the review because I wasn't sure that such a deep link would work correctly. [Maybe this works?](#)

You mind elaborating on the "failure by incompetence?" In my case, the failure happened pretty much the same as cited in the BB review and comments: Lifted the lid, the hinge stayed put and destroyed the glass.

Did she cause the issue by dropping it, cracking the hinge mount before it became critical? Maybe, I don't know. There's zero indication of that. The exterior of the machine looks like brand new, save for the hinge that's done an Alien chest-burster impression.

If she was able to break the hinge mount inside the machine *without external damage*, that seems like a pretty weak design.

↑ 1 ↓ Give Award Share Report Save



Rodney182 · 2y

My wife had the same issue with her Samsung Chromebook. She opened it during regular use, and the right hinge came through the screen. Fighting Samsung right now about it. Pic in link:

<https://imgur.com/j9gB0bi>

↑ 1 ↓ Give Award Share Report Save



FuzzTuR · 2y

Hey! I posted yesterday in response to the other thread above. This same thing happened to my sister two days ago. I spoke with Samsung yesterday, and they set me up with a UPS label to send it for repair—free of charge. Make sure to call them and emphasize how many other people have experienced the same issue.

↑ 1 ↓ Give Award Share Report Save

102. One of the comments above links to the Samsung Chromebook product page on Best Buy's website. Many user reviews echo the complaints left on Samsung's website.¹⁸ Reviews such as those below are common and often accompanied by supporting photo evidence of the Defect.

★☆☆☆☆ **Do NOT Buy!**

Posted 1 year ago.

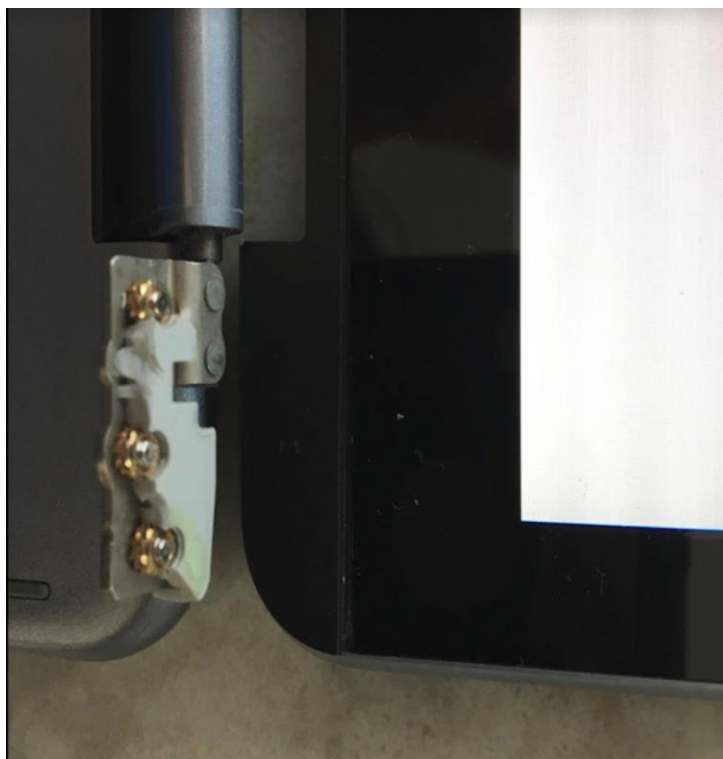
I received my Chromebook as a Christmas gift, December 2018. I had it for a year and noticed a few things that I didn't like. There is no "CAPS Lock" button or any numbers on the right side of the Chromebook, which was very taxing when it came to typing things quickly. Since I am used to laptops that have those keys. However, the missing keys made sense, since the Chromebook is smaller than other laptops that I have used. This one is more so for students (I'm a college student). But what got me was that after a year of using it, the left hinge popped out of my screen. Then a few weeks later, the right hinge pops out completely, as well. I was told by a Geek Squad Rep. that it would cost \$300 to repair it. Honestly, I might as well should buy a new laptop. I have had a laptop prior that lasted me maybe 4-6 years before it died on me. But this Chromebook was a terrible purchase, and I barely even used the hinges for it to be converted into a tablet.

I am currently still searching for a new laptop while my broken Chromebook collects dust.

★☆☆☆☆ **POOR QUALITY!**

🔒 **Verified Purchase** | Posted 2 years ago. Owned for 8 months when reviewed.

I purchased the Samsung chromebook model number: XE521QAB in December of 2018. This past weekend I went to open the chromebook and the right side hinge popped right out of the screen. The chromebook is less than a year old, I called Samsung and spoke to a representative and he seemed to be in denial about the issue. After researching this problem online I found this problem to be a pretty common issue with this product. I am going to send the chromebook back to Samsung and I expect them to stand behind their product and make the necessary repairs to make things right. I'll keep everyone posted on the outcome.



★☆☆☆☆ **HORRIBLE PRODUCT Don't buy from Best Buy/Samsung!**

Posted 1 year ago.

Samsung and Best Buy don't stand behind this product. Go online and research Samsung Chromebook products. Use the Product Code: XE521QAB. The hinge will break and the part will break the glass screen. Then they will say it is out of warranty as it is broken - even when there is clearly a defect as can be seen by dozens of reviews online. Samsung will hide behind warranty even when inside of 1 year saying screen broken some other way. AVOID THIS SAMSUNG PRODUCT! AVOID BEST BUY as neither will not stand behind a product that is clearly defective. Go research product to see if this is fact!

¹⁸ See *Chromebook Plus Product Page*, BestBuy.com, available at <https://www.bestbuy.com/site/reviews/samsung-plus-2-in-1-12-2-touchscreen-chromebook-intel-celeron-4gb-memory-32gb-emmc-flash-memory-stealth-silver/6239914?variant=null&rating=1> (last accessed Sep. 22, 2021)



★☆☆☆☆ **defective - do not buy - hinge issue**

Posted 1 year ago.

This thing worked fine until it was 13 months old, then the hinge froze on it and the screen cracked, and Samsung isn't being helpful at all. A quick Google search shows that this is a fairly common issue with these chromebooks.

Note: the device has never been dropped, abused, or damaged. This issue simply happened when opening the device.

<https://www.bestbuy.com/site/reviews/samsung-plus-2-in-1-12-2-touch-screen-chromebook-intel-celeron-4gb-memory-32gb-emmc-flash-memory-stealth-silver/6239914?feature=hinge&variant=null>

https://www.reddit.com/r/chromeos/comments/bwc83s/rash_of_samsung_plus_v2_hinge_failures/

Since this is a common issue, I believe Samsung should either recall the device or pay for the repair, since the issue is defect related, not related to user-damage.

103. The immediately preceding review links to the previously referenced Reddit posting. On another Reddit discussion thread entitled “Beware the Samsung Chromebook Plus V2,”¹⁹ various users posted the following messages:

↑ Posted by u/slinky317 6 months ago

63 **Beware the Samsung Chromebook Plus V2**

↓ Discussion

I've seen some deals recently on the Samsung Chromebook Plus V2, and I wanted to post just to let everyone know there is an inherent design flaw with the left hinge that is plaguing the device.

For whatever reason, after a while when using the device the left hinge will just break and shatter that part of the screen. If you're lucky it will happen when you're still within your warranty, but I've seen Samsung try to deny warranty claims on it because they say it's accidental damage. If it happens after a year you are screwed.

It's a shame, because other than that it really is a great device. So if you buy it expect to get about a year's worth of use out of it before it breaks. Screen replacement looks to be pretty easy but the screen assembly costs around \$200-\$300, so it's not clear if it's worth it.

They did do a slight re-design of the Plus V2 last year (or the year prior?), and it's not clear if that solved the issue. But this is regarding the first iteration of the V2.



7smalls7 · 6m

I had this happen to my daughter's V2. Left hinge broke away from the screen shattering the bottom left corner of the screen. From what I could tell it seems like the hinge itself is quite strong, with a lot of resistance to help hold the screen at any angle. But the bit of plastic that the hinge is screwed into was a weak point. So when the hinge broke away from the plastic mounting point it broke through the glass on the screen. Definitely seems like a poor design. It was just outside of warranty period. Shame because she really loved it.

↑ 9 ↓ Reply Give Award Share Report Save Follow

¹⁹https://www.reddit.com/r/chromeos/comments/mh4j8a/beware_the_samsung_chromebook_plus_v2/ (last accessed Sep. 23, 2021).



mc510 · 6m

Samsung Chromebook Plus v2 | Stable

Yep, that's exactly what happened to mine, fortunately during the warranty period and they didn't put up any resistance to repairing it. I suppose it's just a matter of time before it happens again. Otherwise, I like the 16:10 aspect ratio (though brightness is unimpressive, and the screen is not very scratch resistant) and the keyboard. Turns out I almost never use the tablet mode or Android apps; both are rather unsatisfying.

3 Reply Give Award Share Report Save Follow



mc510 · 5m

Samsung Chromebook Plus v2 | Stable

Aaaaand, it just happened again. Fortunately I recognized what was going on and didn't force it open, so I still may be able to replace the frozen hinge and get another year out of it before it happens again.

2 Reply Give Award Share Report Save Follow

D. Samsung's Warranty Practices

104. Samsung's limited warranty for the Class Devices (the "Limited Warranty") expressly warrants "against manufacturing defects in materials and workmanship for a period of one (1) year, parts and labor."²⁰

105. Samsung also purports to limit warranty relief to product replacement or repair. Refund of the purchase price to the consumer is an option only when Samsung determines that either is impossible, at Samsung's sole discretion.

106. When consumers seek relief pursuant to the warranty, however, Samsung typically declines to repair or replace the Class Devices or refund their purchase price. Instead, Samsung classifies the problems caused by the Defect as the result of "misuse"—as Plaintiffs were told,

²⁰ See Samsung Computer Limited Warranty, available at <https://www.samsung.com/us/support/service/warranty/XE520QAB-K04US> (last accessed Sep. 24, 2021); see also Samsung Computer Limited Warranty, available at <https://www.samsung.com/us/support/service/warranty/XE513C24-K01US> (last accessed Sep. 24, 2021).

“opening and closing the laptop too much”—or other user error or accident. Defendant takes this approach to avoid responsibility and the costs associated with honoring their warranty.

107. On the rare occasions when Defendant honors the Limited Warranty, it typically opts to repair the Class Device using similarly defective hinges that fail to remedy the underlying Defect. Thus, Samsung’s warranty fails to satisfy its essential purpose.

108. In its capacity as a warrantor, Defendant’s knowledge of the Defect in the Class Device renders its efforts to limit the duration of warranties in a manner that would exclude warranty coverage unconscionable, and any such effort to disclaim, or otherwise limit, its warranties is null and void. Defendant’s limitations on the warranties are procedurally unconscionable. There was unequal bargaining power between Defendant and Plaintiffs and the other Class members, as, at the time of purchase, Plaintiffs and the other Class members had no other options for negotiating the terms thereof.

109. The limitations on the warranties also are substantively unconscionable. Samsung knew (and knows) that the Class Device is defective and incapable of performing as advertised. Defendant failed to disclose these defects to Plaintiffs and Class members while continuing to market misrepresentations of the performance properties of the Class Device; thus, Defendant’s enforcement of the limitations on its warranties is harsh and shocks the conscience.

110. Samsung’s fraudulent, deceptive, and unfair practices have caused, and continue to cause, Plaintiffs and Class members significant out-of-pocket losses, including but not limited to, the amount of the price paid to purchase the defective Class Device.

CLASS ACTION ALLEGATIONS

111. Plaintiffs bring this lawsuit on behalf of themselves and all other similarly

situated individuals and entities, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(1), 23(b)(2), 23(b)(3), and/or 23(c)(4). Specifically, the proposed Nationwide Class and Subclasses (collectively, the “Class”) are set forth as follows:

Nationwide Class:

All purchasers in the United States who purchased a Class Device.

Oklahoma Subclass:

All purchasers in the state of Oklahoma who purchased a Class Device.

Missouri Subclass:

All purchasers in the state of Missouri who purchased a Class Device.

Alabama Subclass:

All purchasers in the state of Alabama who purchased a Class Device.

Florida Subclass:

All purchasers in the state of Florida who purchased a Class Device.

Ohio Subclass:

All purchasers in the state of Ohio who purchased a Class Device.

Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and their subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

112. Plaintiffs reserve the right to modify, change, or expand the definitions of the Nationwide Class and Subclasses based upon discovery and further investigation.

113. *Numerosity*: The Nationwide Class and Subclasses are comprised of at least hundreds of owners of the Class Device, making joinder impractical. Moreover, the Class and Subclasses are composed of an easily ascertainable, self-identifying set of individuals and entities who purchased the Class Device. The precise number of Class members can be ascertained through discovery, which includes Samsung's records. The disposition of Plaintiffs and Class members' claims through a class action will benefit the parties and this Court.

114. *Commonality*: There are questions of law and fact common to the Class that will materially advance the litigation and these common questions predominate over any questions affecting only individual Class members. Among the questions common to the Class are:

- a. Whether Samsung's Chromebook Plus is defective in that the hinges fail;
- b. The origins and implementation of, and the justifications for, if any, Samsung's policies and technology relating to the Defect and its manifestation in the Class Devices;
- c. When Samsung became aware of the Defect in the Class Devices and how it responded to that knowledge;
- d. Whether Samsung actively concealed and/or failed to notify consumers of the Defect in the Class Devices;
- e. Whether Defendant knew of the Defect but failed to disclose the problem and its consequences to their customers;
- f. Whether a reasonable consumer would consider the Defect or its consequences to be material;
- g. Whether Defendant's conduct violates state consumer protection laws as asserted herein;
- h. Whether Defendant's sale of the Class Device with defective hinges is an unfair, false, misleading, and/or deceptive act in the conduct of any trade or commerce;
- i. Whether Defendant breached the implied warranty of merchantability, by selling the Class Device with defective hinges;

j. Whether Plaintiffs and the other Class members overpaid for their Class Device as a result of the Defect alleged herein;

k. Whether Plaintiffs and Class Members would have purchased their Class Device, and whether they would have paid a lower price for the Class Device, had they known that it contained the Defect at the time of purchase;

l. Whether Plaintiffs and the Class are entitled to compensatory damages, including, among other things: (i) compensation for all out-of-pocket monies expended by members of the Class for replacement or repair of the Class Devices; (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the Class Devices as merchantable possessing a non-defective hinges, and as actually manufactured and sold possessing a defective hinges; and, (iii) whether Plaintiffs and the Class are entitled to all costs associated with repair and replacement of their Class Devices; and

m. Whether Plaintiffs and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief.

115. *Typicality*: Plaintiffs' claims are typical of the claims of the members of the Class and Subclasses, as all such claims arise out of Defendant's conduct in designing, manufacturing, marketing, advertising, warranting, and selling the Class Device. Plaintiffs' claims are typical of the claims of the Class since Plaintiffs and all Class members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiffs and all Class members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class members. Plaintiffs and all Class members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendant's wrongful conduct as described herein. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class and/or Subclass members.

116. *Adequate Representation*: Plaintiffs will fairly and adequately protect the interests

of the members of the Class and Subclasses and have no interests antagonistic to those of the Class. Plaintiffs have retained counsel experienced in the prosecution of complex class actions including, but not limited to, consumer class actions involving, *inter alia*, breach of warranties, product liability, product design defects, and state consumer fraud statutes.

117. *Predominance*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members.

118. *Superiority*: A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

119. Class certification is also appropriate under Rules 23(b)(1) and/or (b)(2) because:

- a. The prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudications establishing incompatible standards of conduct for Samsung;
- b. The prosecution of separate actions by individual Class members would create a risk of adjudication that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or

would substantially impair or impede their ability to protect their interests;
and

- c. Samsung has acted and refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the members of the Class as a whole.

120. Class certification is also appropriate because this Court can designate particular claims or issues for class-wide treatment and may designate multiple subclasses pursuant to Fed. R. Civ. P. 23(c)(4).

121. No unusual difficulties are likely to be encountered in the management of this action as a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF THE MAGNUSSON-MOSS WARRANTY ACT,

15 U.S.C. §§ 2301 et seq. (“MMWA”)

(On Behalf of the Nationwide Class or, Alternatively, the Subclasses)

122. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

123. Plaintiffs and Class members are “consumers” within the meaning of the MMWA. 15 U.S.C. § 2301(3).

124. The Class Devices are “consumer products” within the meaning of the MMWA. 15 U.S.C. § 2301(1).

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

126. This claim is being brought under Section 2310(d)(a) of the MMWA as a state cause of action over which this Court has supplemental jurisdiction which provides a cause of action for

consumers who are harmed by the failure of a warrantor to comply with a written or implied warranty.

127. The Class Device's implied warranties are accounted for under Section 2301(7) of the MMWA and are warranties which Samsung cannot disclaim when they fail to provide merchantable goods.

128. Samsung expressly warrants that it will remedy defects in materials and/or workmanship in Class Devices that manifest within one year of purchase.

129. Samsung also purports to limit warranty relief to product replacement or repair. Refund of the purchase price to the consumer is an option only when Samsung determines that either is impossible, at Samsung's sole discretion.

130. As set forth herein, Samsung breached their warranties with Plaintiffs and Class members.

131. The Class Devices share a common defect in that they possess defective hinges.

132. Samsung has refused to remedy the Defect when Class Devices are presented for repair within an applicable warranty period because it repairs Devices using similarly defective replacement components or asserts that Class Devices failed due to customer misuse and, thus, do not qualify for warranty coverage. Accordingly, Samsung's repair-or-replace warranty fails of its essential purpose.

133. Samsung also routinely refuses to repair the Defect in Class Devices when presented for repair just outside the warranty period on grounds that the devices fall outside the Limited Warranty's durational limits.

134. Despite demands by Plaintiffs and the Class for Samsung to pay the expenses associated with diagnosing and repairing the defective devices which were borne by consumers, Samsung has refused to do so.

135. Samsung's knowledge and notice of the Defect prior to sale render its warranty limitations substantively unconscionable.

136. Samsung's warranties also are procedurally unconscionable because there was unequal bargaining power between Defendant and Plaintiffs and the other Class members, as, at the time of purchase, Plaintiffs and the other Class members had no other options for negotiating the terms thereof.

137. Samsung's warranty's remedial and durational limitations are unconscionable and fail of their essential purpose and thus are unenforceable.

138. As a direct and proximate result of Samsung's breach of implied and express warranties pursuant to 15 U.S.C. § 2310(d)(1), Plaintiff and Class members have suffered damages in an amount to be proven at trial. Plaintiff seeks to recover damages resulting directly from Samsung's breach of their written and implied warranties, and their deceitful and unlawful conduct. Damages include costs associated with repairing and replacing the Class Devices.

139. The Act also provides for "other legal and equitable" relief. 15 U.S.C. § 2310(d)(1). Accordingly, Plaintiffs seek reformation of Samsung's written warranty to comport with Defendant's obligations under the Act and with consumers' reasonable expectations. Additionally, Plaintiff seeks to enjoin Samsung from acting unlawfully as further alleged, including discouraging Plaintiff to seek all available remedies.

140. The Act also provides for an award of costs and expenses, including attorneys' fees, to prevailing consumers in the Court's discretion. 15 U.S.C. § 2310(d)(2). Plaintiff intends to seek such an award as prevailing consumers at the conclusion of this case.

141. The amount in controversy in each Plaintiff's individual claims meets or exceeds the sum of \$25. The total amount in controversy of this action in sum exceeds \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

SECOND CAUSE OF ACTION
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class or, Alternatively, the Subclasses)

142. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

143. Plaintiffs bring this claim individually and on behalf of the Nationwide Class and/or Class.

144. Samsung is a "merchant" as defined under the UCC.

145. The Class Devices are "goods" as defined under the UCC.

146. Samsung impliedly warranted that the Class Devices were of a merchantable quality.

147. Samsung breached the implied warranty of merchantability because the Class Devices were not of a merchantable quality due to the Defect.

148. Plaintiffs' and Class members' interactions with Samsung suffice to create privity of contract between Plaintiffs and Class members, on the one hand, and Defendant, on the other hand; however, privity of contract need not be established nor is it required because Plaintiffs and Class members are intended third party beneficiaries of contracts (including implied warranties) between Samsung and the retailers who sell the Class Device. Defendant's warranties were designed for the benefit of consumers who purchase(d) the Class Device.

149. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class members were injured and are entitled to damages.

150. Defendant's attempts to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable. Specifically, Defendant's warranty limitations are unenforceable because Defendant knowingly sold a defective product without informing consumers about the Defect.

151. The time limits contained in Defendant's warranty period were also unconscionable and inadequate to protect Plaintiffs and members of the Class. Among other things, Plaintiffs and members of the Class had no meaningful choice in determining these time limitations, terms which unreasonably favor Defendant. A gross disparity in bargaining power existed between Defendant and Class members, as only Defendant knew or should have known that the Class Device was defective at the time of sale and that the Class Device would fail well before the expiration of its useful life.

152. Plaintiffs and Class members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of Defendant's conduct described herein.

153. Defendant was provided notice of these issues by complaints lodged by consumers before or within a reasonable amount of time after the allegations of the Defect became public.

154. Prior to the filing of this Complaint, Plaintiff McCoy sent Defendant a pre-suit notice letter concerning the Defect setting forth Plaintiff's experiences with the Defect and his intention to file the instant Complaint alleging a breach of the implied warranty of merchantability on behalf of the Class or Subclass.

THIRD CAUSE OF ACTION
VIOLATION OF FLORIDA'S UNFAIR & DECEPTIVE TRADE PRACTICES ACT

**Fla. Stat. § 501.201, *et seq.* (the “FDUTPA”)
(On Behalf of the Florida Subclass)**

155. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

156. Plaintiff Dutescu brings this action against Defendant on behalf of himself and the Florida Subclass.

157. Plaintiff Dutescu is a consumer within the meaning of the Florida Unfair and Deceptive Trade Practices Act (“FDUTPA”), Fla. Stat. § 501.203(7).

158. Defendant is engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8).

159. FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce ...” Fla. Stat. § 501.204(1). Defendant participated in unfair and deceptive trade practices that violated the FDUTPA, as described herein.

160. In the course of its business, and as set forth in this Complaint, Defendant enticed consumers to purchase the Class Device in its defective state, without advising Plaintiff Dutescu or members of the Florida Subclass of the Defect. After accepting Plaintiff Dutescu’s and Florida Subclass members’ money, and after receiving numerous complaints and repair requests, Defendant still has yet to repair the defective laptops or reimburse Plaintiff Dutescu and Florida Subclass members for their purchase of the defective Class Device.

161. Defendant thus violated FDUTPA by, at a minimum employing deception, deceptive acts or practices, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Device.

162. Defendant engaged in misleading, false, unfair or deceptive acts or practices that violated FDUTPA by marketing the Class Device but failing to ensure that consumers actually received a non-defective version of the Class Device.

163. Defendant's unfair and deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff Dutescu and the Florida Subclass.

164. Plaintiff Dutescu and members of the Florida Subclass suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's misrepresentations. Plaintiff Dutescu and the Florida Subclass would not have purchased the Class Device, or alternatively, would have purchased the Class Device at a discounted price, had they been aware of Defendant's unfair and deceptive acts or practice relating to the defective laptops.

165. Plaintiff Dutescu and Florida Subclass members, who remain interested in purchasing laptops from Samsung in the future, are at risk of irreparable injury as a result of Defendant's acts and omissions in violation of FDUTPA, which violations present a continuing risk to Plaintiff Dutescu and the Florida Subclass.

166. As a direct and proximate result of Defendant's violations of FDUTPA, Plaintiff Dutescu and members of the Florida Subclass have suffered injury-in-fact and/or actual damage, to be further determined at trial.

167. Plaintiff Dutescu and the Florida Subclass are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

168. Plaintiff Dutescu also seeks an order enjoining Defendant's unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under FDUTPA.

FOURTH CAUSE OF ACTION
VIOLATION OF THE ALABAMA DECEPTIVE TRADE PRACTICES ACT,
Ala. Code §§ 8-19-1, *et seq.* (the “ADTPA”)
(On Behalf of the Alabama Subclass)

169. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

170. Samsung is a “person” as identified by Ala. Code § 8-19-3(5).

171. Plaintiff Densmore and all other Alabama Subclass members are “consumers” as defined by Ala. Code § 8-19-3(2).

172. Samsung received notice pursuant to Ala. Code § 8-19-10(e) concerning its wrongful conduct as alleged herein by Plaintiff Densmore and Alabama Subclass members. However, sending pre-suit notice pursuant to Ala. Code § 8-19-10(e) would have been an exercise in futility for Plaintiff, as Samsung has already been informed of the allegedly unfair and unlawful conduct as described herein as of the date of the first-filed lawsuit, and has yet to offer Class members a remedy in accordance with similar consumer protection statutes.

173. Samsung advertised, offered, or sold goods or services in Alabama, and engaged in trade or commerce directly or indirectly affecting the people of Alabama.

174. Samsung engaged in deceptive acts and practices in the conduct of trade or commerce, in violation of the ADTPA, including:

175. Knowingly designing, developing, manufacturing, advertising, and selling Class Devices with significant Defects that result in broken hinges that compromise portability, reliability, and usability so that consumers did not receive the benefit of their bargain;

176. Marketing and selling Chromebooks that relied upon their hinge design as a means to achieve 2-in-1 functionality to differentiate Class Devices from competing Chromebooks, while at the same time using subpar parts or construction to increase profits;

177. Failing to take steps to secure the hinges from normal wear and tear;

178. Making affirmative public representations about the versatility of Class Devices while, at the same time, not ensuring that versatility in practice; and

179. Concealing and/or failing to disclose material facts, including but not limited to, that in designing its Class Devices, it failed to take measures to perform adequate quality control checks.

180. Samsung's representations and omissions were material because they were likely to deceive ordinary, reasonable consumers.

181. Samsung intended to mislead Plaintiff Densmore and Alabama Subclass members and induce them to rely on its misrepresentations and omissions.

182. Had Samsung disclosed to Plaintiff Densmore and Alabama Subclass members material facts, including but not limited to, that in designing the Class Devices, it failed to take adequate quality control measures to ensure the durability and reliability of the hinge and its central role in 2-in-1 devices, and was otherwise engaged in deceptive, common business practices, Samsung would have been unable to continue its sales and would have been forced to disclose the uniform Defect in its Class Devices. Instead, Samsung represented that its Class Devices were well-constructed and suited to their advertised purpose, namely to be used a laptop and tablet computer. Plaintiff Densmore and Alabama Subclass members acted reasonably in relying on Samsung's misrepresentations and omissions, the truth of which they could not have discovered.

183. Samsung acted intentionally, knowingly, and maliciously to violate the ADTPA, and recklessly disregarded Plaintiff Densmore's and Alabama Subclass members' rights. Samsung's knowledge of the Class Devices' Defect put it on notice that the Class Devices were not as it advertised.

184. As a direct and proximate result of Samsung's deceptive acts and practices, Plaintiff Densmore and Alabama Subclass members have suffered and will continue to suffer injury,

ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing the Class Devices, and increased time and expense in dealing with reliability and usability issues.

185. Samsung's deceptive acts and practices caused substantial injury to Plaintiff Densmore and Alabama Subclass members, which they could not reasonably avoid, and which outweighed any benefits to consumers or to competitors.

186. Plaintiff Densmore and the Alabama Subclass seek all monetary and non-monetary relief allowed by law, including the greater of (a) actual damages or (b) statutory damages of \$100; treble damages; injunctive relief; attorneys' fees, costs, and any other relief that is just and proper.

FIFTH CAUSE OF ACTION
VIOLATION OF THE OKLAHOMA CONSUMER PROTECTION ACT
15 O.S. § 751, *et seq.* (the "OCPA")
(On Behalf of the Oklahoma Subclass)

187. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

188. Plaintiff McCoy brings this claim individually and on behalf of the Oklahoma Subclass.

189. Plaintiff McCoy and Oklahoma Subclass members who purchased Class Devices are "persons" under the OCPA.

190. Plaintiff McCoy and Oklahoma Subclass members have sustained actual losses in their dealings with Samsung and have undertaken "consumer transactions" as defined by OCPA § 752(2).

DECEPTIVE TRADE PRACTICES

191. "Deceptive trade practice" means any practice which offends established public policy or if the practice is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. See OCPA § 752(13).

192. Defendant's practices, acts, policies and course of conduct violated the OCPA in that:

193. Defendant engaged in deceptive acts and practices in or affecting commerce, through their advertisements and packaging of Class Devices, by falsely representing and advertising to Plaintiff McCoy and members of the Oklahoma Subclass, among other things, that the products were premium and durable 2-in-1 laptop/tablets with high-end features while knowing (or having reason to know) that those representations were false. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the product.

194. Defendant also knowingly concealed, suppressed and consciously omitted material facts from Plaintiff McCoy and other members of the Oklahoma Subclass—such as the Defect—knowing that consumers would rely on the advertisements and Defendant's uniform representations concerning the Class Devices' high-end features and functionality in purchasing their Class Devices.

195. Defendant's acts and omissions possessed the tendency or capacity to mislead or create the likelihood of deception in that they used misrepresentations and omissions that deceived or could reasonably be expected to deceive or mislead Plaintiff McCoy and the Oklahoma Subclass with respect to the Class Devices.

196. Until the present, Defendant knowingly accepted the benefits of their deception and improper conduct in the form of profits from the increased sale of the Class Devices.

197. As a proximate result of the above-described OCPA violations, Plaintiff McCoy and members of the Oklahoma Subclass: (a) purchased and used Class Devices when they would not otherwise have done so, overpaying and not receiving the benefit of the bargain; (b) suffered economic losses consisting of the Class Devices' cost of purchase or, alternatively, the diminished

value of the Class Devices with the Defect; (c) suffered and/or will suffer additional economic losses in purchasing another device; and (d) suffered and will suffer additional economic losses incidental to the Defect.

198. As a direct and proximate result of these deceptive commercial practices, which had the capacity to deceive Plaintiff McCoy, the Oklahoma Subclass, and other prospective consumers, Plaintiff McCoy and the members of the Oklahoma Subclass have been damaged and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial.

UNFAIR TRADE PRACTICES

199. An “unfair trade practice” is defined as any practice which offends established public policy or any practice that is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. See OCPA § 752(14).

200. Defendant engaged in unfair acts and practices in or affecting commerce, through their advertisements and packaging of Class Devices, by representing to Plaintiff McCoy and members of the Oklahoma Subclass, among other things, that the products were premium and durable 2-in-1 laptop/tablet devices with high-end features. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the Class Devices.

201. Defendant also knowingly concealed, suppressed and consciously omitted material facts from Plaintiff McCoy and other members of the Oklahoma Subclass—such as the Defect—knowing that consumers would rely on the advertisements and Defendant’s uniform representations concerning the Class Devices’ high-end features and functionality in purchasing their Class Devices.

202. Defendant's acts and omissions are unfair in that they (1) offend public policy, (2) are immoral, unethical, oppressive, or unscrupulous; and (3) cause substantial injury to consumers.

203. Until the present, Defendant knowingly accepted the benefits of their unfair conduct in the form of profits from the increased sale of the Class Devices.

204. As a proximate result of the above-described OCPA violations, Plaintiff McCoy and members of the Oklahoma Subclass: (a) purchased and used Class Devices when they would not otherwise have done so; (b) suffered economic losses consisting of the Class Devices cost of purchase or, alternatively, the diminished value of the Class Devices with the Defect; (c) suffered and/or will suffer additional economic losses in purchasing another device; and (d) suffered and will suffer additional economic losses incidental to the Defect.

205. As a direct and proximate result of these unfair practices, Plaintiff McCoy and the members of the Oklahoma Subclass have been damaged and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial.

206. Plaintiff McCoy and the Oklahoma Subclass also seek appropriate equitable relief, including an order requiring Samsung to adequately disclose and remediate the Defect plaguing its Class Devices, and an order enjoining Samsung from incorporating the Defect into its 2-in-1 laptop/tablets in the future. Plaintiff McCoy and the Oklahoma Subclass also seek attorneys' fees and any other just and proper relief available under OCPA.

SIXTH CAUSE OF ACTION
MISSOURI MERCHANDISE PRACTICES ACT,
Mo. Rev. Stat. §§ 407.010, *et seq.* ("the MMPA")
(On Behalf of the Missouri Subclass)

207. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

208. Plaintiff Wood brings this claim individually and on behalf of the Missouri Subclass.

209. Samsung is a “person” as defined by Mo. Rev. Stat. § 407.010(5).

210. Samsung advertised, offered, or sold goods or services in Missouri and engaged in trade or commerce directly or indirectly affecting the people of Missouri, as defined by Mo. Rev. Stat. § 407.101(4), (6) and (7).

211. Plaintiff Wood and Missouri Subclass members purchased goods or services primarily for personal, family, or household purposes.

212. Samsung engaged in unlawful, unfair, and deceptive acts and practices, in connection with the sale or advertisement of merchandise in trade or commerce, in violation of Mo. Rev. Stat. § 407.020(1), as described herein.

213. Samsung’s representations and omissions were material because they were likely to deceive reasonable consumers.

214. Samsung intended to mislead Plaintiff Wood and the Missouri Subclass members and induce them to rely on its misrepresentations and omissions.

215. Samsung acted intentionally, knowingly, and maliciously to violate MMPA, and recklessly disregarded Plaintiff Wood’s and Missouri Subclass members’ rights. Samsung’s knowledge of the Class Devices’ reliability issues put it on notice that the Class Devices were not as it advertised.

216. As a direct and proximate result of Samsung’s deceptive acts and practices, Plaintiff Wood and Missouri Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing the Class Devices, and increased time and expenses in dealing with reliability issues.

217. Plaintiff Wood and Missouri Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, punitive damages, attorneys' fees and costs, injunctive relief, and any other appropriate relief.

SEVENTH CAUSE OF ACTION
VIOLATION OF OHIO'S CONSUMER SALES PRACTICES ACT
Ohio Rev. Code Ann. § 1345.01, *et seq.* (the "CSPA")
(On Behalf of the Ohio Subclass)

218. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

219. Samsung is a "person" within the meaning of CSPA § 1345.01(B) and is a "[s]upplier ... engaged in the business of effecting or soliciting consumer transactions..." within the meaning of CSPA § 1345.01(C).

220. Samsung's acts and practices, as alleged in this Complaint, violate CSPA § 1345.02 (A), (B)(1) and (B)(2) because they include unfair and deceptive acts and practices in connection with consumer transactions – the sale of defective laptops. Specifically, in violation of the CSPA, Samsung:

- a. Knowingly designed, developed, manufactured, advertised, and sold the Class Device with the Defect, resulting in broken hinges that compromise portability, reliability, and usability so that consumers did not receive the benefit of their bargain;
- b. Advertised and sold the Class Device that relied upon its hinge design as a means to achieve 2-in-1 functionality to differentiate the Class Device from competing Chromebooks while, at the same time, using subpar parts or construction to increase profits;
- c. Failed to take steps to secure the hinges from normal wear and tear;

- d. Made affirmative public representations and advertisements about the versatility of Class Devices while, at the same time, failing to ensure such versatility in practice; and
- e. Concealed and/or failed to disclose material facts that included, but are not limited to, the fact that in designing the Class Device, Samsung failed to take measures to perform adequate quality control checks.

221. Samsung also committed unconscionable acts and practices in violation of CSPA §1345.03(B)(3) by entering into consumer transactions while knowing at the time the consumer transactions were entered into of the inability of the consumers to receive a substantial benefit from the consumer transactions.

222. Through its design, development, and pre-release testing of the hinges and display, as well as through other consumer complaints, Samsung knew that the Class Device's hinges and display were defective and prone to the failure described throughout this Complaint.

223. Samsung was under a duty to disclose that the Class Device was defective because it had superior knowledge of the Defect – stemming from its own production thereof, repair requests, complaints made directly to Samsung, online complaints, quality control and pre-release testing, and online reputation management.

224. Samsung had ample means and opportunities to disclose to Plaintiff Tomsik and Ohio Subclass members that the Class Device was defective, including through advertisements, external packaging, and during the laptop's setup process. Despite its exclusive knowledge and these opportunities to disclose the Defect, Samsung failed to disclose to Plaintiff Tomsik and Ohio Subclass members the defective nature of the Class Device either prior to purchase or before Plaintiff Tomsik's and Ohio Subclass members' respective buyer's remorse periods expired.

225. Samsung's misrepresentations and omissions were material. Had Plaintiff Tomsik and members of the Ohio Subclass known that the Class Device was defective, they either (a) would not have purchased it, (b) would not have purchased it at the prices they did, or (c) would have returned it during their respective buyer's remorse periods.

226. Requisite notice to Samsung of its violations required under CSPA § 1345.09(B) has been satisfied here as Samsung's violations constitute acts and practices that have been declared to be deceptive or unconscionable by rules adopted under CSPA § 1345.05(b)(2).²¹ Additionally, notice to Samsung has likewise been satisfied under CSPA § 1345.09(B) due to deceptive and unconscionable acts and practices similar to those alleged herein having already been determined by courts of the State of Ohio to be in violation of both CSPA §§ 1345.02 and 1345.03.²²

227. Plaintiff Tomsik and the Ohio Subclass were injured by Samsung's CSPA violations. As a result, Plaintiff Tomsik seeks and is entitled to economic damages resulting from Defendant's violation of the CSPA, as well as to declaratory and injunctive relief under CSPA § 1345.09, such damages and relief to be further determined at trial.

228. Because Samsung knowingly committed the violations alleged herein, Plaintiff Tomsik also seeks attorney's fees under CSPA § 1345.09(F)(2).

EIGHTH CAUSE OF ACTION **UNJUST ENRICHMENT**

(On Behalf of the Nationwide Class or, Alternatively, the Subclasses)

229. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

²¹ See, specifically, Ohio Admin. Code 109:4-3-02 and Ohio Admin. Code 109:4-3-10 and CSPA § 1345.05(B)(2)'s express deference to Federal Trade Commission orders, trade regulations rules and guides, and the federal courts' interpretations of the Federal Trade Commission Act.

²² See Ohio Attorney General's "Public Inspection File" containing a plethora of judgments by courts of the State of Ohio determining that deceptive and unconscionable acts and practices similar to those employed by Samsung (as alleged herein) violate CSPA §§ 1345.02 and 1345.03.

230. Plaintiffs and Class members have conferred a benefit on Defendant by purchasing their Class Devices. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiffs' and Class members' purchases of the Class Devices. Retention of such revenues under these circumstances is unjust and inequitable because of the Defect which has caused injury to Plaintiffs and the Class by materially reducing the functionality of their devices. Defendant's actions caused further injuries to Plaintiffs and the Class because they would not have purchased their Class Devices or would have paid less for them if the true characteristics of the Class Devices had been known at the time of purchase.

231. Because Defendant's retention of the non-gratuitous benefit conferred on it by Plaintiffs and Class Members is unjust and inequitable, Defendant must pay restitution to Plaintiffs and Class Members for their unjust enrichment, as ordered by the Court.

NINTH CAUSE OF ACTION
FRAUDULENT OMISSION OR CONCEALMENT
(On Behalf of the Nationwide Class or, Alternatively, the Subclasses)

232. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

233. At all relevant times, Defendant was engaged in the business of designing, manufacturing, distributing, marketing, and selling the Class Devices.

234. Defendant, acting through its representatives or agents, delivered Class Devices to its distributors and various other distribution channels.

235. Defendant willfully, falsely, and knowingly omitted various material facts regarding the quality, character, and abilities of the Class Devices.

236. Rather than disclose the Defect to Plaintiffs, Class members, and other prospective purchasers of Class Devices, Defendant concealed the Defect.

237. Defendant omitted and concealed this material information to drive up sales and maintain its market power, knowing consumers would not purchase Class Devices (or would pay substantially less for them) had they known the truth.

238. Plaintiffs and Class members could not have discovered the Defect prior to it manifesting in their Class Devices.

239. Defendant was in exclusive possession of information concerning the Defect's existence, which information would have been material to reasonable consumers; thus, Defendant was obligated to disclose the Defect to Plaintiffs and Class members at the point of sale or otherwise.

240. Although Defendant had a duty to disclose the Defect to consumers, it failed to do so.

241. Plaintiffs and Class members sustained injury at the time they purchased Class Devices that suffer from the Defect, which Defendant failed to disclose and actively concealed from them. Had Plaintiffs and the Class known about the Defect at the time of purchase, they would have paid substantially less for their Class Devices or would not have purchased them and avoided the significant out-of-pocket costs they have or will incur to repair or replace Class Devices once the Defect manifests.

242. Defendant's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiffs and Class members' rights and well-being, and in part to enrich itself at the expense of consumers. Defendant's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration of competitor devices. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

TENTH CAUSE OF ACTION
DECLARATORY AND INJUNCTIVE RELIEF
(On Behalf of the Nationwide Class)

243. Plaintiffs repeat and reallege the allegations above as if fully set forth herein.

244. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, et seq., this Court is authorized to enter a judgment declaring the rights and legal relations of the parties and granting further necessary relief. Furthermore, the Court has broad authority to restrain acts, such as here, that are tortious and violate the terms of the federal and state statutes described in this Complaint.

245. An actual controversy has arisen regarding Defendant's present and prospective common law and other duties to disclose and adequately remedy the Defect.

246. The Court should also issue prospective injunctive relief requiring Defendant to employ adequate remedial and preventative measures relating to the Defect, which measures should be consistent with law and industry standards.

247. Defendant has failed to make any repairs to Plaintiffs' and Class members' Class Devices.

248. Defendant still has made no announcement that it has remedied the Defect that led to the injuries suffered by Plaintiffs and Class members.

249. In an injunction is not issued, Plaintiffs and the Class will suffer irreparable injury and lack an adequate legal remedy in the event they purchase another laptop from Defendant that suffers from the same or a similar defect as the Defect highlighted herein, the risk of which is real, immediate, and substantial, especially considering that Plaintiffs and Class members remain very much interested in purchasing Samsung's laptops in the future.

250. The hardship to Plaintiffs and the Class if an injunction does not issue exceeds the hardship to Defendant if an injunction is issued. On the other hand, the cost to Defendant of

complying with an injunction by employing reasonable production, testing, and advertising protocols and procedures is relatively minimal, and Defendant has a pre-existing legal obligation to employ such measures.

251. Issuance of the requested injunction will not disserve the public interest. To the contrary, such an injunction would benefit the public by preventing the same injuries stemming from the Defect as set forth herein, thus eliminating the additional injuries that would result to Plaintiffs and Class members, along with other consumers who purchase a laptop from Samsung.

252. Pursuant to its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring that Samsung implement and maintain reasonable production, testing, and advertising protocols to ensure that its laptop products do not suffer from the same or a similar defect to the Defect described herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

253. For an order certifying the proposed Nationwide Class and Subclasses and appointing Plaintiffs and their counsel to represent the Class;

254. For an order awarding Plaintiffs and the Class members actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited above;

255. For an order awarding Plaintiffs and Class members restitution, disgorgement and/or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;

256. For an order or orders requiring Defendant to adequately disclose and remediate the Defect.

257. For an order awarding Plaintiffs and the Class pre-judgment and post-judgment interest;

258. For an order awarding Plaintiffs and Subclass members treble damages, other enhanced damages and attorneys' fees as provided for under the respective state statutes cited above, and related statutes;

259. For an order awarding Plaintiffs and the Class reasonable attorneys' fees and costs of suit, including expert witness fees;

260. For an order awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims so triable.

Dated: February 4, 2022

By:



Gary S. Graifman, Esq.

Melissa R. Emert, Esq.

**KANTROWITZ GOLDHAMER
& GRAIFMAN, P.C.**

135 Chestnut Ridge Road

Montvale, New Jersey 07645

Tel: (201) 391-7000

ggraifman@kgglaw.com

memert@kgglaw.com

Nicholas A. Migliaccio, Esq.*

Jason S. Rathod, Esq.*

MIGLIACCIO & RATHOD LLP

412 H Street N.E., Ste. 302

Washington, DC 20002

Tel: (202) 470-3520

* *pro hac vice* admission to be sought