

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

**RACHEL SIMNER, ROBERT
DOMASCHUK, and MICHAEL
ROSSIDIVITO, individually and on behalf
of all others similarly situated,**

PLAINTIFFS,

v.

LG ELECTRONICS USA, INC.,

DEFENDANT.

Case No. 2:21-cv-13322-SDW-CLW

**CLASS ACTION FIRST AMENDED
COMPLAINT**

JURY TRIAL DEMANDED

PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs Rachel Simner, Robert Domaschuk, and Michael Rossidivito, individually, and on behalf of all others similarly situated (the “Class”), bring this action against LG Electronics USA, Inc. (“LG” or “Defendant”) and allege as follows:

NATURE OF THE ACTION

1. This class action arises from LG’s knowing sale of QuadWash-enabled dishwashers (“Class Dishwashers”)¹ equipped with defective LED control panels (“Control Panels”) and identified by the following model numbers: LDF5545, LDP6797, LDT7797, LDT5665, LDT5678, and LDT7808.

2. LG designed Class Dishwashers with Control Panels that are “easy to see and use[,]”² and uniformly marketed each and every Class Dishwasher as “among the most energy-

¹ Plaintiffs reserve their right to expand this definition if discovery reveals the existence of additional models equipped with an LG Control Panel.

² *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG, <https://www.lg.com/us/dishwashers/lg-LDT5678BD-top-control-dishwasher> (last visited May 25, 2021).

efficient in [their] class” and utilizing “energy- and water-saving features ... [that] help reduce your energy and water consumption.”³

3. Unfortunately for consumers, each and every Control Panel—all of which are identical from an assembly and mechanical engineering standpoint regardless of the model in which they are equipped—suffer from an identical, latent, and pervasive defect in materials, workmanship, and/or design that eventually renders Class Dishwashers inoperable well in advance of the end of their expected useful life and, thus, unsuited for their ordinary and intended purpose (the “Control Panel Defect” or “Defect”).

4. Specifically, the Control Panel Defect allows moisture to penetrate into the Control Panels themselves, damaging the sensitive electronic components housed therein. When the Defect first manifests, the Control Panel’s buttons and/or LED display will appear to simply malfunction, either blinking the Panel’s various lights or shutting off completely, which can cause Class Dishwashers to stop mid-cycle or fail to re-start once a cycle is complete. Ultimately, the Defect renders the Control Panels unresponsive, and without a functioning Control Panel Class members cannot commence a wash cycle or use their Class Dishwashers as expected and intended.

5. LG has been aware of the Control Panel Defect since at least 2015, when it began receiving complaints from consumers concerning the Defect. And on November 8, 2018, it acknowledged the Defect’s existence in a Service Bulletin (attached hereto as **Exhibit A**) made available only to its authorized repair technicians in which it detailed the Control Panel Defect and its root cause, and asserted that the Defect is not present in Panels manufactured after a particular date.

³ LDT7808BD, LG, <https://web.archive.org/web/20180331093453/https://www.lg.com/us/dishwashers/lg-LDT7808BD-top-control-dishwasher> (last visited November 22, 2021).

6. But although LG has long known, or had reason to know, that Class Dishwashers' Control Panels are Defective and are unfit for their ordinary and intended purpose and incapable of performing as warranted, LG failed to disclose and actively concealed this material fact from Plaintiffs and the Class.

7. Consumers report that any and all efforts to remedy the Control Panel Defect without actually replacing the Control Panel—for example, by resetting the breaker to which a Dishwasher is connected—offer only temporary relief, at best. In order to permanently return their Class Dishwashers to proper working order, Class members must replace Control Panels with a non-defective replacement component.

8. Despite its longstanding knowledge of the Defect in Class Dishwashers, however, LG has yet to successfully remedy the Control Panel Defect: the updated Control Panels referenced in the 2018 TSB suffer from the very same Defect. Indeed, consumers report that their replacement Control Panels, which LG describes in the Service Bulletin as “improvements” designed to “prevent further moisture penetration,” likewise fail shortly after installation.

9. Because LG repairs Class Dishwashers using defective Control Panels that are doomed to fail, its warranty offers little in the way of actual relief and fails of its essential purpose. Adding insult to injury, once LG's one-year “labor and parts” warranty expires, LG claims the Defect does not exist, declines to provide further warranty coverage, and requires consumers who have not purchased an extended warranty to pay out of pocket to (temporarily) return their Class Dishwashers to proper working order, even if LG previously replaced the Control Panel under warranty.

10. LG does so even though its express limited warranty requires it to provide free replacement electronics, including Control Panels, within five years of the purchase date. It instead

informs complaining customers that they must agree to pay diagnostic and service fees before LG will provide a replacement Panel under warranty. Consumers who do not realize the extent of the Defect until after their warranty has expired likewise are out of luck.

11. LG's unlawful conduct thus placed Plaintiffs and the Class between a rock and a hard place: once the Defect manifests, their only two options are to either purchase a new non-defective dishwasher to replace a Class Dishwasher for which they paid a premium, or keep their Class Dishwasher and pay for multiple repairs.

12. Accordingly, Plaintiffs, on behalf of themselves and all others similarly situated, bring this action to redress LG's violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. § 505/1 *et seq.*), the Illinois Uniform Deceptive Trade Practices Act (815 Ill. Stat. § 510/2, *et seq.*), the New Jersey Consumer Fraud Act (N.J. Stat. Ann. §§ 56:8-2, *et seq.*), the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*), and also seek recovery for breach of express warranty, breach of implied warranty, common law fraud, and unjust enrichment.

PARTIES

Defendant

13. Defendant LG is incorporated in the state of Delaware and headquartered in Englewood Cliffs, New Jersey. LG manufactures and sells mobile devices, home entertainment devices, and home appliances, including dishwashers, air conditioners, and kitchen appliances.

Plaintiffs

A. Illinois Class Plaintiffs

1. Plaintiff Rachel Simner and Robert Domaschuk

14. Plaintiff Rachel Simner and Robert Domaschuk (the "Simner Plaintiffs") are residents of Illinois.

15. The Simner Plaintiffs purchased a Class Dishwasher, model LDF5545ST, for personal and family use on January 7, 2017 from a Menards store located in Naperville, Illinois for approximately \$629.10.

16. Prior to purchasing their Class Dishwasher, the Simner Plaintiffs researched online the wide variety of LG Dishwashers and reviewed LG's website, which claimed their Class Dishwasher was "[a]mong the most energy-efficient dishwashers in its class" and through "energy- and water-saving features ... [would] help reduce your energy and water consumption."⁴ Neither LG, nor its agents, sellers, or other representatives disclosed the Control Panel Defect in the Class Dishwasher to the Simner Plaintiffs at the point of sale or otherwise.

17. In April of 2017, after only a few months of use, the Simner Plaintiffs' Class Dishwasher began to shut off mid-cycle. The Class Dishwasher could only be turned back on after the circuit breaker connected to the appliance was restarted. The Dishwasher continued to cease operating at ever greater frequencies, eventually requiring the Simner Plaintiffs to reset their Class Dishwasher several times a week.

18. On April 4, 2017, the Simner Plaintiffs contacted LG regarding the Control Panel Defect, but LG insisted that the Simner Plaintiffs' Class Dishwasher was functioning properly despite their continual need to manually reset the machine's power source. After the Simner Plaintiffs demanded that LG provide warranty service, LG sent a repairman to the Simner Plaintiffs' home to replace their Class Dishwasher's Control Panel. The LG Repairman informed the Simner Plaintiffs that he would be "seeing them again soon" as the newly replaced Control

⁴ *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG, <https://web.archive.org/web/20161119114838/http://www.lg.com/us/dishwashers/lg-LDF5545ST-front-control-dishwasher> (last visited November 17, 2021).

Panel was only a temporary fix that suffered from the same Control Panel Defect as the original Control Panel.

19. In approximately October of 2017, five months after the LG repairman replaced the Simner Plaintiffs' original Control Panel, the Simner Plaintiffs' new Control Panel began to suffer from the same Control Panel Defect. The Control Panel would repeatedly shut off in the middle of a wash cycle and the buttons would begin to flash and blink lights. The machine required a complete manual reset in order to get the Control Panel to function properly.

20. In October of 2018, the Simner Plaintiffs considered the possibility that their Class Dishwasher's performance issues may have been caused by electrical issues particular to their home, given that LG recently replaced their Control Panel and asserted the Control Panel Defect did not exist. On October 5, 2018, the Simner Plaintiffs even reached out to their electrical services company and requested that the company check their home's meter to determine if a power outage was to blame. After the electrical services company informed the Simner Plaintiffs that the power was working as it should, they were left with no choice but to operate their Class Dishwasher by manually resetting the machine's power source each time the Control Panel malfunctioned.

21. Shortly thereafter, the Simner Plaintiffs again reached out to LG regarding the Control Panel Defect in the replacement Control Panel. This time LG informed the Simner Plaintiffs that the Class Dishwasher could be repaired by replacing the Control Panel, however, LG informed the Simner Plaintiffs that they would need to pay a service fee before LG would dispatch a technician. The Simner Plaintiffs refused to pay for the technician visit because all service should have been covered by warranty since LG failed to actually repair their dishwasher during prior warranty service.

22. In another attempt to remedy the Control Panel Defect without incurring substantial personal expense, the Simner Plaintiffs reached out to LG again and requested that LG send a replacement Control Panel. LG agreed to send the Simner Plaintiffs a second replacement Control Panel, however, the part never arrived. Upon further inquiry, the Simner Plaintiffs learned that LG had cancelled the order of the replacement Control Panel because the Simner Plaintiffs refused to pay an additional (and inequitable) fee for an LG technician to install the replacement part.

23. On June 10, 2020, the Simner Plaintiffs realized that their Class Dishwasher would never be able to function properly after the Class Dishwasher's Control Panel became inoperable and the Simner Plaintiffs once again contacted LG. The Simner Plaintiffs first called LG and left a voice message after they were unable to reach anyone. The Simner Plaintiffs then engaged in an online chat with a LG representative who refused to remedy the defect. The LG representative informed the Simner Plaintiffs that their Class Dishwasher was not qualified for repair and that they would need to pay for a repair technician to even assess the Control Panel. Accordingly, the Simner Plaintiffs determined that their Class Dishwasher was defective due to the defective Control Panel and the defective Control Panel replacement and accepted the fact that LG refused to remedy the defect.

24. After a failed attempt to return their LG dishwasher to Menards, the Simner Plaintiffs decided to replace the defective machine with a new dishwasher.

25. As a result of LG's refusal to cover the cost of repairs necessary to cure the Control Panel Defect, the Simner Plaintiffs have suffered various damages, including, but not limited to: replacement costs, time spent in arranging and obtaining repairs, lack of warranty coverage, and inconvenience. Further, had LG disclosed the Defect to the Simner Plaintiffs prior to purchase they

would not have purchased a Class Dishwasher or they would have paid less for the Class Dishwasher.

B. New Jersey Class Plaintiff

1. Plaintiff Michael Rossidivito

26. Plaintiff Michael Rossidivito is a resident of New Jersey.

27. Plaintiff Rossidivito purchased a Class Dishwasher, model LDP6797BB, for personal and family use on April 28, 2018 from an online Home Depot store, after viewing various dishwasher models in store and online, for \$698.40. He also purchased a three-year extended warranty for his Class Dishwasher.

28. Prior to purchasing his Class Dishwasher, Plaintiff Rossidivito conducted extensive research into the various features of the LG LDP6797BB Class Dishwasher by reviewing the LG website and digital advertisements. Specifically, Plaintiff Rossidivito researched his Class Dishwasher by reviewing LG's website, which touted the LDP6797BB Dishwashers as "among the most energy-efficient in its class...."⁵

29. Plaintiff Rossidivito also compared the LG Class Dishwasher to several similar models provided by comparable LG competitors, but ultimately elected to purchase a Class Dishwasher from LG because he believed it to be a quiet, flexible, and energy-efficient, premium offering. Neither LG, nor its agents, sellers, or other representatives disclosed the Control Panel Defect in the Class Dishwasher to Plaintiff Rossidivito at the point of sale or otherwise.

30. On July 9, 2018, less than three months after purchasing the Class Dishwasher, Plaintiff Rossidivito ran his Class Dishwasher as normal. However, when attempting to turn the

⁵ *LDP6797BB Top Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://web.archive.org/web/20180415051759/http://www.lg.com/us/dishwashers/lg-LDP6797BB-top-control-dishwasher> (last visited November 17, 2021).

Class Dishwasher on to run another cycle, Plaintiff Rossidivito noticed that the Control Panel had stopped working entirely. The Class Dishwasher was inoperable.

31. Plaintiff Rossidivito immediately contacted LG and notified a customer service representative of the problem. The LG representative entered a request for a repair technician to repair the Class Dishwasher.

32. On July 12, 2018, a LG repair technician assessed the Class Dishwasher and determined that the Control Panel was defective. The repair technician ordered a new Control Panel to replace the defective part in the Class Dishwasher.

33. On July 25, 2018, a LG repair technician returned to Plaintiff Rossidivito's home with a new Control Panel and replaced the Class Dishwasher's defective Control Panel.

34. Following the first repair, the Class Dishwasher functioned properly for approximately five months before the Control Panel, once again, shut down completely on December 29, 2018. Plaintiff Rossidivito contacted LG to schedule a second repair for the defective Control Panel.

35. LG put Plaintiff Rossidivito into contact with a third-party repair service, Jersey Appliance & Sons, Inc., who replaced the Class Dishwasher's Control Panel for a second time.

36. The Class Dishwasher functioned properly after the second repair for approximately a year until December of 2019 when the Class Dishwasher malfunctioned again. The Class Dishwasher's Control Panel displayed an error code and the Class Dishwasher's motor needed repair. As a result, the Class Dishwasher was rendered inoperable.

37. Plaintiff Rossidivito again contacted LG on January 4, 2020 regarding the malfunction. LG required Plaintiff Rossidivito to contact LG Repair Solutions and scheduled a repair technician visit to fix the Class Dishwasher.

38. A LG repair technician replaced the motor in the defective Class Dishwasher.

39. On approximately April 1, 2020, only three months after the Class Dishwasher's third repair, the Class Dishwasher failed again and required an additional motor replacement.

40. Plaintiff Rossidivito contacted LG and scheduled yet another visit from one of LG's repair technicians to repair the defective Class Dishwasher.

41. On approximately April 8, 2021, Plaintiff Rossidivito's Control Panel failed, completely shut-off, and once again rendered the machine inoperable.

42. Plaintiff Rossidivito contacted LG again and set-up a repair technician visit to repair the Class Dishwasher. The repair technician ordered a new Control Panel for the Class Dishwasher and replaced the defective Control Panel.

43. On April 28, 2021, Plaintiff Rossidivito's extended three-year warranty expired.

44. On approximately November 6, 2021, Plaintiff Rossidivito's Class Dishwasher's Control Panel failed yet again. The Control Panel stopped working at the conclusion of a dishwasher cycle and completely powered off. At this time, Plaintiff Rossidivito knew that his three-year extended warranty had expired, that LG would be unwilling to assist with an additional repair, and that the price associated with repairing the extremely unreliable Class Dishwasher was not worth his trouble.

45. Frustrated by the Class Dishwasher's endless difficulties, Plaintiff Rossidivito replaced his Class Dishwasher with a new dishwasher manufactured by one of LG's competitors.

46. As a result of LG's refusal to cover the cost of repairs necessary to cure the Control Panel Defect (and inability to permanently remedy the Defect despite ample opportunity to do so), Plaintiff Rossidivito has suffered various damages, including, but not limited to: replacement costs, time spent in arranging and obtaining repairs, lack of warranty coverage, and inconvenience.

Further, had LG disclosed the Defect to Plaintiff Rossidivito prior to purchase he would not have purchased a Class Dishwasher or would have paid less for the Class Dishwasher.

JURISDICTION AND VENUE

47. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because (i) there are 100 or more Class members; (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs; and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states.

48. This Court also has subject matter jurisdiction over Plaintiffs' Magnuson-Moss Warranty Act claim, 15 U.S.C. § 2301 *et seq.*

49. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

50. This Court has personal jurisdiction over LG because it is headquartered in this judicial district, has conducted substantial business in this judicial district, and intentionally and purposefully placed Dishwashers into the stream of commerce within New Jersey and throughout the United States.

51. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because LG is headquartered and regularly transacts business in this district, is subject to personal jurisdiction in this district, and, therefore, is deemed to be a citizen of this district. Additionally, LG advertises in this district and has received substantial revenue and profits from its sales of Dishwashers in this district. Therefore, a substantial part of the events and/or omissions giving rise to the claims herein occurred, in part, within this district.

FACTUAL ALLEGATIONS

A. LG's Marketing and Advertising

52. LG markets all its appliances as top-of-the-line, efficient, and trustworthy products that “offer innovative solutions to make life good.” LG’s website boasts superior consumer goods “[w]ith intuitive, responsive controls, sleek, stylish designs, and eco-friendly features” and promises that their team will “be there for you every step of the way.”⁶

53. According to LG, its appliances are “[c]reated to help you enjoy more of what life has to offer” and that LG Dishwashers will “clean your dishes faster.” Not only does LG tout its appliances and consumer goods, the company also highlights its consumer support team through its corporate website. LG’s website ensures that their support services will “[g]et your questions answered about product setup, use and care, repair and maintenance issues. We can help.”⁷

54. LG’s portfolio of consumer appliances includes various models of dishwashers that LG designs, manufactures, warrants, markets, advertises, and sells, including dishwashers equipped with LED Control Panels. LG sells its dishwashers through major retail stores such as Lowes, Amazon, Home Depot, and Best Buy, throughout the United States with retail prices ranging from \$600 to \$1,200.

55. LG claims it designed Class Dishwashers to leave dishes “virtually spotless[,]” and LG’s website advertises the appliances as having not only “stellar drying and stain removal abilities”⁸ but also as among the most energy efficient dishwashers available in the marketplace. Indeed, LG uniformly marketed each and every Class Dishwasher as “among the most energy-

⁶ *LG Life's Good*, LG, <https://www.lg.com/us> (last visited November 22, 2021).

⁷ *Id.*

⁸ *Dishwashers*, LG, <https://www.lg.com/us/dishwashers> (last visited November 22, 2021).

efficient in [their] class” and utilizing “energy- and water-saving features ... [that] help reduce your energy and water consumption.”⁹

56. Accordingly, LG’s ubiquitous marketing campaigns lead consumers to believe that Class Dishwashers are high quality, efficient, and dependable. Consequently, consumers are willing to pay more for LG’s dishwashers than those offered by its competitors, even when competing dishwashers have comparable features.

57. However, as described throughout this Complaint, the Class Dishwashers do not work as advertised or promoted. Instead, the Control Panels equipped in Class Dishwashers suffer from a pervasive defect in materials, workmanship, and/or design that cause the Control Panels to malfunction, stop mid-cycle (wasting both water and energy), and inevitably render the entire machine inoperable.

B. The Defect

58. Due to the Defect in Class Dishwashers’ Control Panels—which are identical from an internal design, assembly, and mechanical engineering standpoint—water seeps into the Control Panel, resulting in shortages that cause these costly appliances to continually stop mid-cycle—not only prolonging the cycles, but also consuming excessive water and energy—and/or fail to re-start once a prior cycle has been completed, eventually rendering the Control Panel totally unresponsive and depriving consumers of a functioning dishwasher.

⁹ *Coming Soon: Top Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://web.archive.org/web/20170525074839/https://www.lg.com/us/dishwashers/lg-LDP6797BB-top-control-dishwasher> (last visited November 22, 2021).

59. One YouTube poster recorded their Dishwasher Control Panel malfunctioning as the lights flashed and blinked and the buttons failed to operate.¹⁰

60. The Defect in the Control Panel manifests during the expected useful life of the Dishwasher, both within and outside the applicable warranty periods. Plaintiffs and consumers expect dishwashers to last for years, yet the Control Panel Defect can cause Class Dishwashers to fail in as little as few months after purchase.

61. The Control Panel Defect is substantially likely to prevent the Class Dishwashers from performing their ordinary and intended purpose—washing dishes—because once the Defect manifests, Class Dishwashers will eventually, if not immediately, cease to function.

62. Because the Defect often causes consumers to believe their Dishwasher has lost power, they often attempt to troubleshoot their appliance by resetting its assigned breaker and returning power to the Control Panel.

63. However, the manual reset is at best a temporary fix because the Control Panels fail due to moisture penetration, which cannot be resolved by simply resetting a breaker: even if the Control Panel defect does not result in an immediate and complete loss of functionality because the Control Panel can be temporarily reset, the defective Control Panel (and the Dishwasher in which it is equipped) will eventually become inoperable as the following representative complaints from the LG website demonstrate:¹¹

¹⁰ *LG Dishwasher Display Issue*, YOUTUBE, <https://www.youtube.com/watch?app=desktop&v=htLoH1wJIMM> (last visited May 25, 2021).

¹¹ *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545BD-front-control-dishwasher> (last visited May 25, 2021); *Front Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG, <https://www.lg.com/us/dishwashers/lg-ldf5678ss-front-control-dishwasher> (last visited May 25, 2021); *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG, <https://www.lg.com/us/dishwashers/lg-LDP6797BD-top-control-dishwasher> (last visited May 25, 2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545ST-front-control-dishwasher> (last visited June 15, 2021);

★☆☆☆☆ Texanne1 · 2 days ago

Poor quality for an expensive dishwasher.

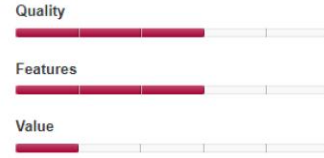
I have had this dishwasher for less than a year. Worked great for the first few months. Now the control board beeps and will not finish a cycle leaving me with dirty dishes and water at the bottom of the dish tub. I requested a repair under warranty and am still awaiting the part. In the meantime, I am washing dishes by hand. This was not an inexpensive appliance. Too bad these products are not meant to last.

● Pros: Features/Settings

Recommends this product No

Helpful?

SWEEPSTAKES ENTRY RECEIVED



★☆☆☆☆ sergeseplo · a month ago

Avoid this dishwasher at all costs!

This dishwasher stopped working properly after only about 5-6 months. The display began to spaz out and would flicker uncontrollably, making non-stop beeps while it was running. Most of the time, it doesn't finish a wash cycle - and that's if I'm lucky enough to have it work. Often times the display doesn't work entirely - it doesn't respond to any touch on the display. It will go a full day without responding and then all of a sudden respond again.

To add insult to injury, LG's customer support is awful. They make you feel like your the reason why something is not working and not the fact that they make terrible products. It took about 15 calls and 3 days of working with customer service to get them to send out a tech to repair. The tech came out and had to order a new display piece - that is yet to get installed, so TBD on if this is fixed. He did mention that he sees the most issues with LG Dishwashers.

Do yourself a favor and look elsewhere.

● Pros: Style/Design

Recommends this product No

SWEEPSTAKES ENTRY RECEIVED



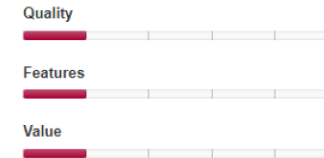
★☆☆☆☆ Jonnnnnn · 2 months ago

Not reliable

We had this washer for about a year before it the control panel broke then it broke again and again until Finally the motor was burned out from the multiple times it had leaked

Recommends this product No

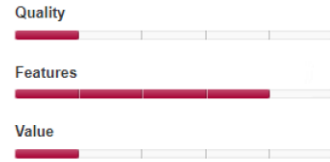
Helpful?



Front Control Dishwasher with QuadWash™ and EasyRack™ Plus, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545WW-front-control-dishwasher> (last visited June 15, 2021).

★☆☆☆☆ Katie839 · 2 months ago
 Poor quality

Bought this product a little over 2 years so the warranty has expired. My dishwasher kept shutting down halfway through the cycle. Called LG and was told that it was the motherboard and it has a 5 year warranty. The repair person told me that it was most likely the control panel because moisture gets in and causes the problem. I'm single and don't use it real often. So the problem seemed to be intermittent, when I would have people over or doing a lot of cooking. I noticed a screw was missing near the control panel. The repair person said the he couldn't put in a new screw because where the screw would connect to on the inside was broken (you can hear the broken piece rattling around) and LG doesn't warranty that. I paid a lot for this product and my work around to be able to use it is not to run it more than once a week. LG doesn't care about poor workmanship.



Recommends this product No

Originally posted on [LDP6797ST](#)

Helpful? Yes · 0 No · 0

★☆☆☆☆ sam2345 · 4 months ago
 Poor Dishwasher

SWEEPSTAKES ENTRY RECEIVED

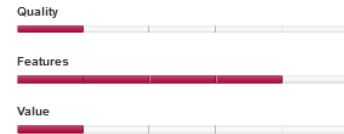
This dishwasher is not a great product. We bought it after looking at the reviews, however, the control panel on this dishwasher is extremely flimsy and now I need to have it replaced for the third time in a row. These extra expenses are unacceptable and I feel like I should be compensated for this nonsense. Having to fix this dishwasher every few months is extremely frustrating and I would not recommend this product to anyone else. This is completely ridiculous and I wish to be compensated.



Recommends this product No

★☆☆☆☆ GBG01 · 2 years ago
 Inherent problem with circuitry

I bought this dishwasher, LG model LDF5545ST, about 3 years ago. Been having the same problem many others have according to blogs - it goes dead in the middle of a cycle. It just shuts itself off as if the power was cut off. After some troubleshooting the problem is with the circuitry in the dishwasher itself. Google the model # and read the blogs - lots and LOTS of people posting this problem - machine goes dead, control panel does not light up or respond. I've also experienced where the panel is lit, but none of the buttons work except for POWER. One time in the middle of a cycle I happened to walk by and saw the LED lights on the panel flickering, like an old incandescent light would if you played with the power switch. Bottom line is that the electronics on this machine are garbage. I've managed to get it to work again by cutting power to it (from the circuit breaker panel outside), waiting a few minutes and turning it back on. I am literally giving mine away for free with full disclosure and buying another brand. Thanks a lot LG. I'll avoid buying your products in the future.



● Pros: Features/Settings

Recommends this product No

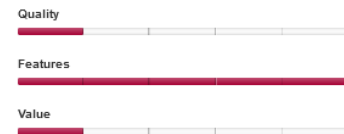
Originally posted on [LDF5545ST](#)

Helpful? Yes · 1 No · 0

★☆☆☆☆ Kevin1313 · 2 years ago
 Washes great but control panel keeps failing

SWEEPSTAKES ENTRY RECEIVED

I bought this dishwasher in September 2017 and fortunately have an extended warranty through Costco. The control panel has now failed 4 times (April, August, December 2018 and now September 2019) and the technician has ordered me a new panel once again. The dishwasher washes great but it would be nice if they could design a control panel that keeps working!



● Pros: Performance

Originally posted on [LDF5545ST](#)

Helpful? Yes · 0 No · 0

★☆☆☆☆ Over It - 3 years ago
Terrible Unit even MORE terrible customer service.

Horrible. Touch panel has gone out twice in 6 months for a know seal issue allowing condensation to short out the panel. Haven't had a dishwasher for the past 4 months. After a multitude of calls to LG still getting the run around. Will NEVER purchase anything made by this company again.

Recommends this product No

Originally posted on [LDF5545ST](#)

Helpful?

Quality

Features

Value

64. There is only one way to permanently cure the Defect: replace the failed Control Panel with a non-defective replacement Panel. LG, however, has yet to make available a non-defective Control Panel.

C. LG's Knowledge of the Control Panel Defect

65. Before LG sold the Class Dishwashers, LG knew or had reason to know that the Class Dishwashers suffer from the Control Panel Defect, yet it made no effort to resolve the Defect prior to placing Class Dishwashers into the stream of commerce.

66. Instead, LG continued to manufacture and sell Dishwashers equipped with the defective Control Panels, and its efforts to produce a Control Panel that resolves the Defect's underlying root cause have come up short. As Plaintiffs' and the Class' experiences show, LG's purported solutions, including releasing updated service Control Panels as described in its Service Bulletin, have not addressed the underlying cause of the Control Panel Defect and repeatedly have proven ineffective.

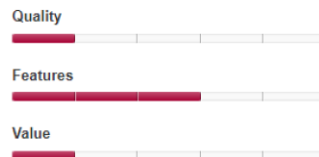
67. Consumers have complained repeatedly to LG about the Control Panel Defect on message boards, social media, and other websites since as early as 2015, but LG refuses to properly address and rectify the problem and has failed and refused to reimburse customers for repairs and/or replacement costs. The following are a representative sampling of complaints from the LG

website that LG has personally responded to, thereby demonstrating its awareness of the both the Defect's existence and its effect on consumers:¹²

★☆☆☆☆ shakes13 · 5 days ago

Needed constant repair and finally stopped working

I bought this dishwasher 2 years ago. Since then, I have replaced the front control panel a total of four times. I called LG for assistance, but they refused to do anything about it, in spite of showing them all prior receipts of technician visits. They did not even agree to a courtesy technician visit. I will not be buying a dishwasher or any electronic product from LG again.



Recommends this product No

Originally posted on [LDF5545ST](#)

Helpful?

Response from LG Electronics:

LGE Social Media · 4 days ago

We hate to hear that you experienced a problem with your unit. Your feedback is especially important to us and your concerns will be shared with our marketing and product teams. We work continuously to improve the quality of our products and anticipate market demands that drive customer satisfaction. If you have questions or further concerns, please reach out to our support team via private message with #VOC on Facebook @LGUSupport or call at 800-243-0000. Please be sure to provide your contact information, model/serial numbers and date of purchase. We apologize for the inconvenience and frustration caused. ^Daphane

¹² *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545BD-front-control-dishwasher> (last visited May 25, 2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545ST-front-control-dishwasher> (last visited June 15, 2021); *Front Control Dishwasher with QuadWash™ and EasyRack™ Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545WW-front-control-dishwasher> (last visited June 15, 2021).

★☆☆☆☆ Heather T · 14 days ago
Not a good purchase for me

SWEEPSTAKES ENTRY RECEIVED

After less than a year, the electric control panel stopped working. Got it serviced and it came back to life for about 6 months. Only to die again. Overall, I got less than 1 year out of this dishwasher until I decided to cut my losses and switch brands.



Recommends this product No

Originally posted on [LDF5545ST](#)

Helpful? Yes · 1 No · 0 [Report](#)

[Comment](#)

Response from LG Electronics:

LGE Social Media · 12 days ago

We hate to hear that you experienced a problem with your unit. Your feedback is especially important to us and your concerns will be shared with our marketing and product teams. We work continuously to improve the quality of our products and anticipate market demands that drive customer satisfaction. If you have questions or further concerns, please reach out to our support team via private message on Facebook @LGUSSupport or call at 800-243-0000. Please be sure to provide your contact information, model/serial numbers and date of purchase. We apologize for the inconvenience and frustration caused. ^Daphane

★☆☆☆☆ JCHT · a month ago
Broke... multiple times

SWEEPSTAKES ENTRY RECEIVED

This dishwasher came new in my house and I've had it repaired twice under warranty for the same issue. Control Panay keeps frying and out on us rendering the dishwasher useless. It's now going out again and I'm fighting with LG to get an out of warranty repair done because they never fixed the original issue under warranty!! This is a garbage dishwasher and LG isn't responding to me about getting it fixed. A lot of people in my neighborhood are having the same issues and switching dishwasher brands. If LG would have just complied with coming out to fix my dishwasher again I wouldn't have posted this horrible review but what else am I supposed to do?



Recommends this product No

Originally posted on [LDF5545ST](#)

Helpful? Yes · 0 No · 0 [Report](#)

[Comment](#)

Response from LG Electronics:

LGE Social Media · a month ago

We hate to hear that you experienced a problem with your unit. Your feedback is especially important to us and your concerns will be shared with our marketing and product teams. We work continuously to improve the quality of our products and anticipate market demands that drive customer satisfaction. If you have questions or further concerns, please reach out to our support team by private message on Twitter or Facebook @LGUSSupport or call at 800-243-0000. Please be sure to provide your contact information, model/serial numbers and date of purchase. We apologize for the inconvenience and frustration caused. ^Daphane

★☆☆☆☆ brd1542 · a year ago

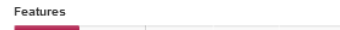
SWEEPSTAKES ENTRY RECEIVED

Main control failure again,,,

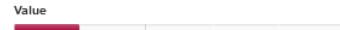
I purchased this three years ago after warranty expired main control panel failed that was about 18 months ago doing the same thing this time.



Recommends this product No



Originally posted on [LDF5545ST](#)



Helpful? Yes · 5 No · 1

Response from LG Electronics:

LGE Social Media · 8 months ago

Please accept my apologies for the delayed response. I certainly hope this issue has been resolved. The extended warranty on this unit offers coverage 5 years from the date of purchase for the main control board, part only. If the issue is not resolved, and you would like to exercise the extended warranty, please contact LG Customer Support by direct message via Twitter (@LGUSupport) or Facebook Messenger (<https://www.facebook.com/LGUSA/>). Please be sure to provide your name, phone number, address, email, model/serial numbers, and date of purchase and we will be happy to assist you. Again, we apologize for any inconvenience this has caused. *Daphane

★☆☆☆☆ LG consumer too · a year ago

SWEEPSTAKES ENTRY RECEIVED

Constant problems with Control Panel

The control panel on the LG dishwasher constantly stops working. The control panel is touch and was replaced twice, due to errors or being unresponsive. Technician said that sometimes the internals are not insulated well, maybe the heat or steam is causing this constant malfunction. Today the control panel stopped working mid cycle with constant beeping, probably will need to replace panel again. I had the dishwasher only 1 year, LG claims 10 year motor warranty but the issue is with the electronics. Also the normal wash cycle takes almost 3 hours to complete, the heavy takes 3:30 hours which is too long! Both these issues makes me not recommend the dishwasher.



Recommends this product No



Originally posted on [LDF5545ST](#)



Helpful? Yes · 3 No · 0

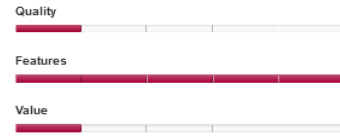
Response from LG Electronics:

Customer Service · a year ago

That's not good! We're sorry to see that you've run into these issues with your dishwasher. We'll need to gather some additional details from you in order to see how we can best assist. Please reach out to a specialist via Twitter @LGUSupport or via Facebook <https://www.facebook.com/LGUSA/> ^CP

★☆☆☆☆ Big Family Man · 2 years ago
Worst Dishwasher, Ever

Apparently, this particular unit was not intended for regular use. Purchased this in November 2018. In September 2019, scheduled the 4th service call for the same issues - dishwasher stops during the cycle, control panel flashes/beeps during use and/or cannot turn the unit off or on. Despite registering with LG, I have to upload a copy of the receipt for every service call. Generally have to wait a week for service, then the technician replaces the same part (display/user controls). The "fix" lasts a month or two and then we repeat the cycle. The 3rd service call, the technician replaced both the display and the main circuit board. Now on the 4th call, LG has no record of the prior service and wants both parts replaced again (rather than just replace the entire unit). Which means waiting for the parts to be received and then scheduling another service call. Being a family of 8, you can imagine that having a reliable dishwasher is quite important. So not having one for weeks on end can be quite a hassle. Due to the 12-month warranty, I fully expect to be purchasing another dishwasher later this year. I can guarantee it won't be another LG.



● Pros: Features/Settings

Recommends this product No

Originally posted on LDF5545BB

Helpful?

Response from LG Electronics:

Customer Service · 2 years ago

We hate to see that you've had multiple issues with your dishwasher and that you're having a hard time getting it repaired. We'll be happy to take a look and see how we can help get this completed for you. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSupport or Facebook <https://www.facebook.com/LGUSA/> ^CP

★☆☆☆☆ Annn · 2 years ago
Worst dishwasher ever bought

Bought this dishwasher about two years ago have had problems with it ever since. The control panel blinks and won't do anything. Unplug it restarted it and nothing happens. Then out of blue it will work. I have been doing a lot of dishes by hand. Thanks LG for making a piece of junk that I paid a lot of money for. I knew I should have bought a cheaper brand! Do not buy this dishwasher!



Recommends this product No

Originally posted on LDF5545BD

Helpful?

Response from LG Electronics:

Customer Service · 2 years ago

It sounds like we'll need to walk through some troubleshooting for your dishwasher. Please head over to our support team via @LGUSupport on Twitter or you can give us a call at 800-243-0000 so that we can dig into this a little more for you. ^CP

★☆☆☆☆ Bailey426 · 2 years ago
Don't BUY!

SWEEPSTAKES ENTRY RECEIVED

I have had this for under 2 years and have problems with the control panel. It flashes and doesn't finish a cycle and trying to get support is like visiting Fort Knox! LG gave me 2 repair companies - one isn't taking warranty work and the other has to call me back. BUYER BEWARE

● Pros: Style/Design

Recommends this product X No

Quality 

Features 

Value 

Helpful? Yes - 0 No - 0 Report

Comment

Response from LG Electronics:

Customer Service · 2 years ago

That's not good! We're sorry to see that you've run into these issues with your dishwasher. We'll need to gather some additional details from you in order to see how we can best assist. Please reach out to a specialist via Twitter @LGUSSupport or via Facebook <https://www.facebook.com/LGUSA/> ^CP

★☆☆☆☆ Henmom01 · 3 years ago
Buyer beware

Where to start. I didn't have this dishwasher for 13 months when the control panel went out. Had to get a new board. Now 6 months later it's going out again. I spent way too much money on this to now last. I will never buy an LG PRODUCT AGAIN. I have a fridge, and washer and dryer. Very disappointed.

Recommends this product X No



Originally posted on [LDF5545BD](#)

Quality 

Features 

Value 

Helpful? Yes - 5 No - 0 Report

Comment

Response from LG Electronics:

Customer Service · 3 years ago

This is certainly not what we expect out of the performance of our dishwasher. We would be happy to look into the repair options available. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP

★☆☆☆☆ cpr2015 · 3 years ago
Piece of Junk

 Incentivized Review

I bought this product a little over a year ago. Shortly after a year of owning this dishwasher, just as soon as the warranty went out, the dishwasher started shorting out (see video for details). I have had professional appliance repair men come out to check it out and both of the men said that connections and fuses are fine but couldn't decipher the problem. The only thing they could think of doing is to replace the control panel which would cost around the same price of a new machine after parts and labor. I've also been in contact with LG about replacing this machine or parts of a fairly new product and they were not helpful at all. Don't buy!



Recommends this product No



Originally posted on LDF5545BD

Helpful? **Yes · 3** **No · 0** **Report**

Comment

Response from LG Electronics:
 Customer Service · 3 years ago

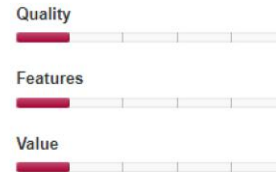
We hate to see you are having problems with your dishwasher so soon. We would be happy to look into the repair options we have available. Our support team is available via Twitter @LGUSupport, Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. *CP

68. The following exemplar consumer complaints posted to LG’s own forums similarly demonstrate its years’-long knowledge of the Control Panel Defect.¹³

★☆☆☆☆ vanessa27 · 4 years ago
Worst dishwasher ever

 Incentivized Review

Bought this dishwasher in October didn't use it til November after a kitchen remodel. Stopped working in end of March. My husband read the guide and could not figure out why it wouldn't work. He is extremely handy! We called Lg and they came out in April and said we needed a new control panel. We waited a month to receive the parts and have service come out to fix it we were given a 3 hour window and the driver came more than an hour and a half later. Horrible dishwasher horrible customer service I unfortunately bought all LG appliances for my newly remodeled kitchen and I am just waiting for something else to go horribly wrong. Lesson learned !!



Recommends this product No


¹³ *Front Control Dishwasher with QuadWash and EasyRack Plus*, LG, <https://www.lg.com/us/dishwashers/lg-LDF5545SS-front-control-dishwasher> (last visited June 14, 2021); *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG, <https://www.lg.com/us/dishwashers/lg-LDP6797BD-top-control-dishwasher> (last visited June 14, 2021).


★☆☆☆☆ msrdh · 4 years ago
Stopped working after 6 months


Delivered in January and by July stopped working.
Very touchy buttons and if you accidentally brush against the power button when running you have to start the process over....that's when it was working. Very disappointed

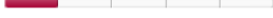
● **Pros:** Style/Design

Recommends this product No

 Incentivized Review

Quality


Features


Value


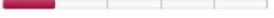
★☆☆☆☆ CABx1 · 4 years ago
Unreal


I bought this 5 months ago, the control panel went out and can't seem to get it fixed !

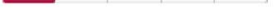
● **Pros:** Style/Design

Recommends this product No

Originally posted on [LDF5545ST](#)

Quality


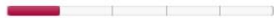
Features



Value



★☆☆☆☆ Linda Lk · 4 years ago
Not this model

I have loved our LG products, but not this one! Our dishwasher was good for 45 days, and then went dead... no power. LG came out and got it working, saying the control panel has had problems with this model. They ordered a part that may take up to 30 days w no guarantee it will fix the problem? They got it going again...which lasted 2 days. Back to washing dishes manually for 2 days until they can come back out. Need to stop production until this us fixed. Can I get a replacement on a different model? Ridiculous!

Recommends this product No

Quality


Features


Value


69. Consumers likewise have complained of the Control Panel Defect en masse on third-party websites such as Amazon, Home Depot, Lowes, Consumer Affairs, and Best Buy. Several exemplar complaints that reflect the scope and substance of their complaints are transcribed below:¹⁴

¹⁴ *LG QuadWash 48-Decibel Front Control 24-in Built-In Dishwasher (Stainless Steel) ENERGY STAR*, LOWE'S, <https://www.lowes.com/pd/LG-QuadWash-48-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000079907> (last visited June 14, 2021); *LG Dishwasher*, CONSUMER AFFAIRS, <https://www.consumeraffairs.com/homeowners/lg-dishwasher.html?page=6#sort=oldest&filter=1> (last visited June 16, 2021); *LG - 24" Front-Control Built-In Dishwasher with Stainless Steel Tub, QuadWash, 48 dBa - PrintProof Black Stainless Steel*, BEST BUY, <https://www.bestbuy.com/site/lg-24-front-control-built-in-dishwasher-with-stainless-steel-tub-quadwash-48-dba-printproof-black-stainless-steel/5847000.p?skuId=5847000> (last visited June 15, 2021);

Fundamentally broken front control panel

★☆☆☆☆

nairbdes
May 27, 2021
From lg.com

Much like many other unfortunate people who own this dishwasher, the front control board fails. Mine lasted only about 1 year after purchasing it before the front control board (front display panel) started having major issues. Now it's out of warranty and LG won't pay to fix it. Avoid this dishwasher at all costs. Your front display won't last.

etat

Features

Quality

Value

Ease of Use

★☆☆☆☆ **Control panel faulty - a known issue**

✔ **Verified Purchase** | Posted 10 months ago. Owned for more than 2 years when reviewed.

Purchased this washer 2/17/18 and within six months the control panel started to beep and strobe erratically during the cycles but was still functional. It went on another six months until the erratic and strobing of the control panel finally would stop/shut the machine mid cycle. This would happen almost on all of the normal/auto cycles. If you google the issue with this dishwasher model, you'll see plenty of Reddit posts on the same issues. I finally called Geek Squad to file a claim on 9/2019 and they replaced the control panel. This one claim will exhaust your Geek Squad warranty which I wasn't aware of until I got the email. By April 2020, the beeping and strobing of the control panel has returned. It is still functioning but it'll probably be a matter of time before it starts shutting down mid-cycle again.

This review is from [LG - 24" Front-Control Built-in Dishwasher with Stainless Steel Tub, QuietWash, 48 dBe - Stainless steel](#)

✘ No, I would not recommend this to a friend

Helpful (7) | Unhelpful (0) | Report | Comment



★☆☆☆☆ **There Should Be A Recall**

Reviewed in the United States on March 20, 2019

I bought this LG Dishwasher in October of 2017 from Home Depot. In March of 2019 (less than a year and a half later), the electrical control panel stopped working so I was unable to use the product. Since it was 5 months past the warranty, I was charged \$135.31 for a technician to come out and diagnose the problem. I was informed that I would then have to pay for the repair and labor after the technician ordered the new part. When the technician arrived, he had a new electronic control panel (so he already knew what the problem was before even looking at the dishwasher) and told me that I would not be charged for the repair or labor because this was such a common problem - that they had the NEW MODIFIED electrical control panels in stock. He said that in the NEW MODIFIED control panels, they have added a moisture barrier because in the old version, moisture from steam would get into the control panel and ruin the electrical system. I asked him why there hasn't been a recall on this product since it was so common, and he said that he didn't know why but there has been a "Service Bulletin" released regarding this same issue. I then called customer service to get a refund of the \$135.31 that I already paid, and they would not give a refund even after being escalated to a supervisor. I asked to be escalated again and was informed that he could not do that. I tried to call the President of the company and got no answer and no way of leaving a VM or email. Considering this is a COMMON DEFECT in the product and a modified control panel has been created for this issue, there should be a recall and all expenses paid. I want my refund of \$135.31 since this was LG's defective product and not anything that I could control! A complaint with the BBB has been filed and I will continue to let people know that they should stay away from LG products.

* Update* I finally got a refund for the service call, but only because I slammed them with bad reviews everywhere I could think of. Amazon, Home Depot, Lowe's, Twitter, Facebook, BBB, and many more. After leaving several bad reviews on FB, a representative reached out to me and got it approved - but it took almost three months after it was approved before I saw that money. The refund wouldn't have happened had I not been persistent. I urge people to not let companies like LG take advantage of you. Escalate, go to social media...whatever it takes. To date, this dish washer has still not been recalled.

LG LDP6797ST Tall Tub Top Control Stainless Steel Dishwasher LDP6797ST, AMAZON, https://www.amazon.com/LG-LDP6797ST-Control-Stainless-Dishwasher/dp/B077ZGFNW3/ref=cm_cr_arp_d_bdcrb_top?ie=UTF8 (last visited June 14, 2021); LG 44-Decibel Built-in Dishwasher (Stainless Steel) (Common: 24 Inch; Actual: 23.75-in) ENERGY STAR, LOWE'S, <https://www.lowes.com/pd/LG-44-Decibel-Built-in-Dishwasher-Stainless-Steel-Common-24-Inch-Actual-23-75-in-ENERGY-STAR/1000218883> (last visited June 14, 2021).

a huge lemon



we bought this dishwasher, with install price, for \$800.00. We then had it installed and after 5 weeks, of running it a whopping 6 times, it has gone completely dead on us. The front control panel will not light up, and there is no electricity to the unit. We had to wait 1 1/2 weeks for Lowe's to even deliver it and install it, and now this. We had LG come out and they said they will repair it, but I am demanding a new unit. Well, now we wait and hope for the response within the next 2 weeks. Obviously, this unit is a huge disappointment and a lemon. Buyer beware on this thing is all I can saymeanwhile, we now wait for weeks and weeks with no dishwasher.

swthompson

November 21, 2018

✓ Sweepstakes Entry ⓘ

DO NOT BUY!! KNOWN ISSUES WITH PRODUCT BY LG



maryannepsu

July 30, 2018

We purchased this item 9/2017 for our new home which was under construction, it was installed 3/2018. Several issues: -top electronic control panel cracked after a handful of uses -after panel cracked, door would not stay shut (so it would pop and not dry or not finish cycle) -called LG as it was under warranty, less than 1 yr old - the top rack (for glassware, not the little shelf) is apparently a known issue (was made slightly too big) - it needs to be replaced so door can shut properly when rack is loaded. - they replaced the top cracked control panel and now water has gotten into the circuit board causing it to short out (top rack still has not been replaced) - circuit board is on back order from LG with no ETA -LG will not process a refund at this time until they confirm they cannot get the part -the company contracted by LG is quite far from us (no closer companies) - getting them to come 1.5 hrs to our home has been like pulling teeth -if we don't get this fixed by Sept, the warranty goes to Lowes (we bought extended care). We have no functional dishwasher!!! Absolute nightmare.

[Read Less](#)

⊗ Would Not Recommend



charles of Lakewood, WA ✓ Verified Reviewer

Original review: April 12, 2015

I just had to replace a four year old LG dishwasher. This was the worst dishwasher I have ever owned. The rack system was poorly designed and engineered. The wheels were brittle and broke easily and very costly to replace. The control panel had to be replaced twice and although part of the warranty, it still was costly to replace. The motor was very noisy and recently stopped working altogether. I just purchased a Bosch dishwasher as a replacement and am sure it will be much better than the LG. This is the last LG product I will purchase. Poor engineering and poor customer support.

👍 **Helpful** | **20 people** found this review helpful

70. Although LG does not operate these third-party websites, it routinely monitors class member complaints and reviews posted thereto as the following screenshots demonstrate:¹⁵

¹⁵ *Top Control Tall Tub Smart Dishwasher with WiFi Enabled in Black Stainless Steel with Stainless Steel Tub, 46 dBA*, THE HOME DEPOT, <https://www.homedepot.com/p/LG-Electronics-Top-Control-Tall-Tub-Smart-Dishwasher-with-WiFi-Enabled-in-Black-Stainless-Steel-with-Stainless-Steel-Tub-46-dBA-LDT5665BD/301980625> (last visited June 14, 2021);

24 in. Stainless Steel Top Control Built-In Tall Tub Smart Dishwasher with Stainless Steel Tub and 3rd Rack, 44 dBA, THE HOME DEPOT, <https://www.homedepot.com/p/LG-Electronics-24-in-Stainless-Steel-Top-Control-Built-In-Tall-Tub-Smart-Dishwasher-with-Stainless-Steel-Tub-and-3rd-Rack-44-dBA-LDP6797ST/207170190> (last visited June 14, 2021);

LG QuadWash 48-Decibel Front Control 24-in Built-In Dishwasher (Stainless Steel) ENERGY STAR, LOWE'S, <https://www.lowes.com/pd/LG-QuadWash-48-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000079907> (last visited June 14, 2021);

LG QuadWash Smart Wi-Fi Enabled 44-Decibel Top Control 24-in Built-In Dishwasher (Stainless Steel) ENERGY STAR, LOWE'S, <https://www.lowes.com/pd/LG-QuadWash-Smart-Wi-Fi-Enabled-44-Decibel-Filtration-Built-In-Dishwasher-Stainless-Steel-Common-24-in-Actual-23-75-in-ENERGY-STAR/1000196231> (last visited June 14, 2021);

LG - 24" Top Control Smart Wi-Fi Enabled Dishwasher with QuadWash and Stainless Steel Tub - Stainless steel, BEST BUY, <https://www.bestbuy.com/site/reviews/lg-24-top-control-smart-wi-fi-enabled-dishwasher-with-quadwash-and-stainless-steel-tub-stainless-steel/5714463?rating=1&sort=OLDEST> (last visited June 14, 2021).

★☆☆☆☆ **Great When It Works**

☑ **Verified Purchase** | Posted 2 years ago.

Bought in September 2017. Excellent dishwasher and cleaned like no other dishwasher we have had in the last 20 years! But...after 4 months of dependable use it started having issues with the control panel and system board. In the last six months, it has been a total nightmare with the control panel needing to be replaced for the 3rd time now. With a total of 36 days and counting of loss of use between the 3 incidents, it has been very disheartening. With a large family, we greatly depend on our dishwasher. Currently, we are waiting on a backordered control panel which is suppose to arrive in a week.

The Geek Squad service guys have been great but the corporate guys have been disappointing. We were told we could get reimbursed for extended loss of use or a replacement unit after the 3rd failure of the same component. This is not the case. Apparently, they are not willing to work with and just us telling us to sit tight and wait for the parts. This will certainly impact future purchasing decisions from Best Buy for our family, friends, neighbors, and co-workers.

This review is from LG - 24" Top Control Smart Wi-Fi Enabled Dishwasher with QuadWash and Stainless Steel Tub - PrintProof Black Stainless Steel



✗ No, I would not recommend this to a friend

Helpful (68) | Unhelpful (4) | Report

Brand response from LGAnswers

Posted 2 years ago.

We hate to hear you are having trouble with getting your dishwasher repaired. We would be happy to look into your repair to see when the parts should be in. If you have not already, please reach out to a specialist via Twitter @LGUSSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000 so we can help you with this. ^CP



Comment | Show comments (2)

★☆☆☆☆ **Broke after 2 months of use**

Posted 3 years ago.

I purchased this dishwasher from Best Buy and had it installed October 3, 2017 with expectations of getting at least 7 years out of it. But after two months of use the buttons stopped working and I can no longer use the dishwasher. On top of that, the part to fix the dishwasher is on back order for more than 2 weeks and now I'm left with a \$750 black box in my kitchen that doesn't do anything. I had a Bosch before this one, which cost almost half as much and ran great for 7+ years with no problems. On top of that, the Bosch washed the dishes better than this over priced broken dishwasher. If I can, I'm going to try an exchange this broken dishwasher for a Bosch and never consider buying anything else but a Bosch again.

This review is from LG - 24" Top Control Smart Wi-Fi Enabled Dishwasher with QuadWash and Stainless Steel Tub - Black

✘ No, I would not recommend this to a friend

Helpful (8) | Unhelpful (0) | Report

Brand response from LGAnswers

Posted 3 years ago.

What you have described is far from what we expect. We would be more than happy to look into this issue for you. Our support team is available via Twitter @LGUSSupport or Facebook [www.Face book.com/LGSupportUSA](https://www.facebook.com/LGSupportUSA) ^CP



★☆☆☆☆

Dec 27, 2018

The control panel didn't work on this brand new item. We had a technician look at it. This tech...

The control panel didn't work on this brand new item. We had a technician look at it. This technician said that LG knows about this issue and is still selling these to retailers anyway. Overpriced for a dishwasher. Home Depot and LG have not been helpful in resolving the issue. They try to put the responsibility on the other.

by LGisBad

Response from LGAnswers

Hide

Jan 2, 2019

Thank you for your review it is very important to us. I hate to hear of the trouble caused to you due to your dishwashers control panel malfunctioning. I can understand how frustrating it may be for your dishwasher to not work properly brand new. I would love to help out, if there is anything we can do to assist in the near future feel free to reach out to us directly at 1(800)243-0000 via Facebook <https://www.facebook.com/LGUSSupport> or Twitter @LGUSSupport. ^TH



Bad choice



LDavis

August 8, 2018

Inside of 7 months LG sent service 2 times. Replaced control panel and a pump. Still have to run some loads twice because the load isn't clean or dry. Racks already rusting thru coating. Done with LG. Expecting short term life out of this unit.

Would Not Recommend



(43) | (9) | (1) | Report

We are sorry to hear you are having trouble with your dishwasher cleaning your dishes. You can troubleshoot issues with cleaning from the following help article: <https://www.lg.com/us/support/product-help/CT10000009-20150326688735-not-cleaning> We would love to take a look at the issue you are experiencing with the racks rusting. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP

By LGAnswers on August 9, 2018



★ ★ ★ ★ ★

Aug 3, 2018

Do NOT buy this dishwasher! Bought middle of April and stopped working by the end of July (just ...

Do NOT buy this dishwasher! Bought middle of April and stopped working by the end of July (just past the 90 day mark). One day it just decided to not power on. Called customer service and a repair person cannot come out for 3 weeks. Called back and 2nd repair company tells me that most likely it needs a new control panel, which happens to be on back order (which makes me wonder if this is a common problem). So here I sit with a new dishwasher that refuses to work and a company that cannot guarantee having someone fix it in a timely manner.

by motherofseveral

Response from LGAnswers

Hide

Aug 8, 2018

We hate to hear you are having power issues with your new dishwasher. We would be happy to look into your case to see how we can best assist you with this. Please take a moment, at your convenience, to contact us directly via Twitter @LGUSSupport or Facebook <https://www.facebook.com/LGUSA/> or you can give us a call at 800-243-0000. ^CP



Won't start after 1 month. Bad Customer Service

JP

November 27, 2017

★ ☆ ☆ ☆ ☆

LG LDP6797ST Dishwasher won't start after owning for about a month. It turns on but all the buttons on the right side don't work including the start button which is pretty important. They can't find anyone that will come and fix it for me. I'm still waiting to hear back from LG while their "service locator team" tries to find someone who can service it in my area. I live in a pretty populated area. Bad dishwasher and poor customer service. Added a video link to show issue.

✘ Would Not Recommend



👍 (40) | 🔄 (3) | 💬 (1) | 🚩 Report

Sorry to see that you've run into this with your dishwasher, JP. We're happy to have our social media support help out if you'll head over to @LGUSSupport on Twitter or www.facebook.com/LGUSA/ and send a message with your case information. ^RW

By LGAnswers on November 29, 2017





Nov 21, 2017

AVOID LG. DO NOT BUY THIS DISHWASHER. I wish I could give this a zero star review. I purchased th...

AVOID LG. DO NOT BUY THIS DISHWASHER. I wish I could give this a zero star review. I purchased this dishwasher in October, after less than a month (less than 30 washes) the machine wouldn't turn on. I contacted LG and they scheduled me an appointment with a repair person (who was supposed to call me within 24 hours), when I hadn't heard from the repair person, I called him-- turns out he's based 3 states away and doesn't service my area. I called LG back and they set me up with another repair person, who came out and said that the entire control panel would need to be replaced. He contacted LG to request the part, which he found out was on backorder. I called LG to inquire about the backorder -- they expected it in stock in FEBRUARY -- yes, 3 months away. They offered to replace my machine and requested a proof of purchase. I sent in my proof of purchase and they said someone would reach out within 3 business days. I called them after 4 business days when I hadn't heard back and the last representative I spoke with submitted my claim to the wrong department. So now I had to start the process again. I am currently on hold (for 40 minutes) with LG trying to get answers. I've been without a working dishwasher for almost a month now, even though I just purchased a BRAND NEW machine. AVOID LG at all costs. Terrible product. Terrible customer service.

by StephanieK

Response from LGAnswers

[Hide](#)

Nov 30, 2017

If you're still experiencing issues, head to our support page on Twitter, @LGUSSupport or on facebook at www.facebook.com/LGUSA and our specialists will be happy to look into it. ^CP



71. LG also gained exclusive and superior knowledge of the Control Panel Defect before Plaintiffs and the Class purchased the Class Dishwashers through a variety of additional sources unavailable to consumers, including warranty claims made to LG and its sellers, and LG's pre- and post-release testing of Class Dishwashers and their constituent components. Indeed, LG tracks warranty repairs in order to identify emerging defect trends, and as an experienced manufacturer of consumer appliances, it tests each and every component, including Control Panels, prior to approving them for use in units destined for retail sale.

72. LG's longstanding knowledge of the Control Panel Defect is best evidenced by the Service Bulletin it issued in 2018.

73. As numerous courts have recognized, manufacturers issue service bulletins—through which manufacturers acknowledge defects in their products and provide repair instruction therefor—long after they learn of a defect, and only after careful consideration and extensive analysis of a product quality issue's underlying root cause.

74. On November 8, 2018, LG issued a Service Bulletin to correct the Control Panel Defect in various models, including models LDF5545, LDT5665, LDP6797, LDT7797, LDT5678, LDF5678, and LDT7808. (**Exhibit A**). The 2018 Service Bulletin provided a purported solution to the Control Panel Defect, one that implicitly acknowledges the Defect's underlying root cause: an "improved" part with "additional silicone coating on the side [to prevent] further moisture penetration" into the dishwasher.

75. The 2018 Service Bulletin also acknowledges that each and every Control Panel equipped in a Class Dishwasher suffers from, and eventually fails due to, the Defect alleged herein.

76. Given that Service Bulletins are only issued after a significant number of complaints are made and a lengthy investigation is undertaken, it is clear that LG was aware of the Control Panel Defect in the Class Dishwashers well before November 2018.

77. However, the Control Panel update provided to consumers did not resolve the Control Panel Defect, but instead proved equally ineffective. As evidenced by continual consumer complaints, even after repairs using an updated component, Class Dishwashers continue to stop mid-cycle or completely lose power after a cycle, Control Panel buttons continue to malfunction, and Dishwashers are rendered entirely inoperable. To correct the Control Panel Defect, the Class Dishwashers require Control Panels that are not susceptible to moisture penetration that corrodes internal circuitry.

D. Plaintiffs' and the Class' Reasonable Expectations

78. Plaintiffs and the Class expected the Class Dishwashers to operate for years in accordance with their intended and ordinary purpose: to complete a load of dishes without stopping

half-way through or requiring either a manual reset of the Control Panel or a complete replacement of the Control Panel in order to function properly (let alone at all).

79. Plaintiffs and the Class also reasonably expected LG to disclose the existence of the Control Panel Defect that was known to LG at the time of sale and the true features of the Class Dishwashers. Specifically, LG was duty-bound, but failed to disclose that the Class Dishwashers would stop washing dishes mid-cycle, wasting water and energy, fail to restart following a cycle, or fail to complete a cycle due to the Control Panel Defect, eventually resulting in an inoperable Control Panel that would not properly function unless it was manually reset or entirely replaced.

80. Because of the Control Panel Defect, Plaintiffs' and the Class' Class Dishwashers failed during their expected useful lives—often within a year of purchase—and otherwise failed to work in accordance with LG's representations, within or outside applicable warranty periods.

81. As a result of the Control Panel Defect, Plaintiffs and the Class' Dishwashers failed, depriving Plaintiffs and Class members of the benefit of their bargain, and imposing on them actual damages including repair and/or replacement costs, time spent in arranging and obtaining repairs and warranty coverage, and inconvenience.

E. LG's Deficient Warranty Performance

82. LG warrants every Class Dishwasher for repairs needed to correct defects in materials and/or workmanship. An exemplar copy of the warranty booklet included with all Class Dishwashers is appended here as **Exhibit B**.

83. LG provides a Limited Warranty for the Class Dishwashers covering “defect[s] in materials or workmanship under normal home use...”¹⁶ During the specified one-year warranty

¹⁶ *Owner's Manual Dishwasher*, LG, https://www.lg.com/us/support/products/documents/Owners%20Manual_.pdf (last visited May 25, 2021).

period, LG will, at its option, repair or replace specific parts. For example, the express limited warranties Plaintiffs' received from LG provide a one-year warranty for labor and parts generally, a five-year warranty for the electronics and racks, a ten-year warranty for the Direct Drive motor, and a limited lifetime warranty for the tub.¹⁷

84. The Control Panel Defect arises from defective materials, workmanship, and/or design in the Class Dishwashers and is therefore covered under LG's Limited Warranty. Yet LG has refused to fix the Control Panel Defect. Instead, when consumers like the Simner Plaintiffs have their Class Dishwashers repaired, (1) they are told that the Control Panel Defect is either not covered by the one-year parts and labor Warranty and are charged for service; or (2) are provided with an equally defective replacement Control Panel that ultimately also fails, and which LG then refuses to replace at no-cost because the one-year parts and labor Warranty has expired.

85. Consistent with the Simner Plaintiffs' experiences, LG also will not provide replacement Control Panels pursuant to its five-year electronics warranty unless consumers pay unreasonable and unnecessary diagnostic and service fees, thereby breaching the warranty it issues with respect to electronic components like the Control Panel.

86. LG also was aware, had reason to know, or was reckless in not knowing that its warranty repairs would not cure or rectify the Control Panel Defect. By providing such ineffective warranty repairs—as the experiences of Plaintiffs and other absent Class members demonstrate—LG merely postponed the failure of the Class Dishwasher Control Panels until after the expiration of applicable warranties, causing its express limited warranty to fail of its essential purpose.

¹⁷ *Id.*

87. Despite the purported solutions provided in the Service Bulletin, the same models, as well as additional, newer models, have continued to suffer from the Control Panel Defect in the Control Panel. LG's purported fixes simply have proven inadequate.

88. LG's refusal to honor its warranty obligations shifts the costs of the Control Panel Defect onto its consumers, who must pay to repair and replace their defective Class Dishwashers.

89. Furthermore, Defects that arise in Class Dishwasher's outside the warranty's limited duration should nonetheless be remedied by LG at no cost because the warranty is procedurally and substantively unconscionable. Therefore, when the Control Panel Defect arises, LG must be estopped from denying warranty claims on the grounds that the warranty has expired or by relying on remedial limitations contained therein.

90. The Class Dishwasher warranty is procedurally unconscionable because:

- A. Consumers did not have a meaningful opportunity to participate in creating the warranty.
- B. LG is a nationally operating enterprise with substantial market power to dictate the terms of the warranty to consumers.
- C. LG created the warranty with a one-year term that consumers had no choice or ability to alter.
- D. LG offered the warranty to consumers on a "take-it-or-leave-it" basis.

91. The Class Dishwasher warranty is substantively unconscionable because:

- A. The Class Dishwashers are a durable good.
- B. It is material to a reasonable consumer that the Class Dishwashers last a significant period of time without needing repair or replacement.

- C. Upon information and belief, LG has, at all relevant times, had superior knowledge regarding the Class Dishwashers lack of durability due to its control over the design, manufacture, and/or testing of the Class Dishwashers.
- D. Upon information and belief, LG has had superior knowledge regarding the Class Dishwashers lack of durability as a result of consumer complaints and warranty claims as early as 2015.
- E. Despite LG's superior knowledge of the existence of the Control Panel Defect and the likelihood the Control Panel Defect will manifest after one-year, LG refused to replace failed Control Panels under its one-year parts and labor warranty, instead continuing to charge customers for labor to replace a known defective part, charges that eventually will exceed the cost of Class Dishwashers themselves.
- F. LG's warranty fails of its essential purpose because LG cannot cure the Defect.

92. Due to the reasons explained above, no reasonable consumer would enter into an agreement with such terms.

93. Accordingly, LG's warranty is unconscionable and LG must be estopped from enforcing it against Class members.

F. LG Conceals the Control Panel Defect and Continues Selling Defective Dishwashers

94. LG marketed its Class Dishwashers as highly rated, efficient, and reliable appliances with a "wide range of features."¹⁸ Further describing all LG dishwashers as "[d]esigned

¹⁸ *Dishwasher*, LG, <https://web.archive.org/web/20170129071027/http://www.lg.com/us/dishwashers> (last visited November 22, 2021).

to give you the cleaning power you need and the peace and quiet you want, many of our dishwashers are among the quietest in their class.”¹⁹

95. However, LG failed to adequately design, manufacture, and/or test the Class Dishwashers to ensure they were free from defects.

96. LG knew, had reason to know, or was reckless in not knowing of the Control Panel Defect in the Control Panel when it uniformly warranted, advertised, marketed, and sold the Class Dishwashers to Plaintiffs and the Class.

97. Despite its longstanding knowledge of the Control Panel Defect, LG did not disclose to consumers the fact that the Control Panel Defect existed at the time of sale and that the Control Panel Defect would render the Class Dishwashers unable to perform as expected and intended well before the end of their expected useful lives. Nor did LG disclose that repairs would neither cure nor remedy the Control Panel Defect and would only, at best, briefly delay the impact of the Control Panel Defect and thereby postpone failures in the Class Dishwashers.

98. LG knew that consumers were unaware of the Control Panel Defect and that Plaintiffs and the Class reasonably expected the Class Dishwashers to complete dishwasher cycles without pausing midway or requiring a manual reset or complete replacement of the Control Panel to retain functionality.

99. LG also knew that consumers expected LG to disclose the Control Panel Defect that prevented the Class Dishwashers from performing their ordinary purpose long before the end of their expected useful lives, and that such disclosure would impact consumers’ decisions concerning whether to purchase the Class Dishwashers at the price that they paid for the Class

¹⁹ *Id.*

Dishwashers. LG knew and intended for consumers to rely on its material omissions with regard to the Control Panel Defect when purchasing the Class Dishwashers.

100. As a result of LG's uniform omissions and misrepresentations in its marketing and advertising, Plaintiffs and the Class believed that the Class Dishwashers they purchased would operate as expected and intended, and Plaintiffs and the Class purchased Class Dishwashers in reliance on that belief.

101. LG actively concealed from and/or failed to disclose to Plaintiffs and the Class, the true defective nature of the Class Dishwashers, and failed to remove the Class Dishwashers from the marketplace or take adequate remedial action. LG represented that the Class Dishwashers were free of defects even though it knew, or was reckless in not knowing, when it sold the Class Dishwashers that they contained a Control Panel Defect that would render the Class Dishwashers practically unusable.

102. As a consequence of LG's actions and inaction, Plaintiffs and the Class have been deprived of the benefit of their bargain, lost use of the Class Dishwashers, and incurred lost time and costs, including repair and/or replacement costs, time spent in arranging and obtaining repairs, and inconvenience.

FRAUDULENT CONCEALMENT

103. LG made material omissions concerning the Control Panel Defect by not fully and truthfully disclosing to its consumers the true nature of the Class Dishwashers. A reasonable consumer would not have known about the Control Panel Defect. Indeed, LG issued a Service Bulletin to dealers of Class Dishwashers, though not consumers, in November 2018 regarding the Control Panel Defect.

104. LG made these omissions with knowledge of their falsity and with the intent that Plaintiffs and the Class would rely upon them.

105. The facts concealed, suppressed, and not disclosed by LG to Plaintiffs and the Class are material in that a reasonable consumer would have considered them to be material in deciding whether to purchase the dishwashers at all or at the offered price.

106. LG had a duty to disclose the true quality of the Class Dishwashers because the knowledge of the Control Panel Defect and its details were known and/or accessible only to LG; LG had superior knowledge and access to the relevant facts; and LG knew the facts were not known to, or reasonably discoverable by, Plaintiffs and the Class. LG also had a duty to disclose because it made affirmative representations about the qualities and reliability of its Class Dishwashers, as set forth above, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the Control Panel Defect.

107. LG concealed this material information for the purpose of inducing Plaintiffs and the Class to purchase the defective Class Dishwashers at full price rather than purchasing competitors' dishwashers or paying LG less for the Class Dishwashers, given their limited utility. Had Plaintiffs and the Class known about the defective nature of the Class Dishwashers, they would not have not purchased them or would have paid less for the Class Dishwashers. Thus, Plaintiffs and the Class were fraudulently induced to purchase the Class Dishwashers containing the Control Panel Defect.

TOLLING OF STATUES OF LIMITATIONS

108. LG's knowing and active concealment and denial of the facts alleged herein have tolled any applicable statute(s) of limitations.

109. Plaintiffs and the Class could not have reasonably discovered the true facts regarding the Class Dishwashers, including the latent Control Panel Defect, until shortly before this litigation commenced.

110. Even after Plaintiffs and the Class contacted LG for repairs and replacement as the result of the Control Panel Defect, LG routinely informed its consumers that the Class Dishwashers were not defective and that the Class Dishwashers were functioning normally.

111. LG was, and remains under, a continuing duty to disclose to Plaintiffs and the Class the true facts concerning the Class Dishwashers, *i.e.* that the Class Dishwashers suffer from the Control Panel Defect due to defects in materials and/or workmanship, and failings described above, that require increased expenses to repair or replace the Class Dishwashers.

112. As a result of LG's active concealment of and breach of its duty to disclose the existence of the Control Panel Defect, any and all applicable statute(s) of limitations otherwise applicable to the allegations herein have been tolled.

CLASS ACTION ALLEGATIONS

113. Plaintiffs bring this action on their own behalf, and on behalf of the following Class, pursuant to FED. R. CIV. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the Class is defined as:

Nationwide Class:

All persons or entities in the United States who purchased one or more LG Class Dishwashers.

Or, in the alternative,

Illinois Subclass:

All persons or entities in Illinois who purchased one or more LG Class Dishwashers.

New Jersey Subclass:

All persons or entities in New Jersey who purchased one or more LG Class Dishwashers.

114. Together, the Nationwide Class, the Illinois Subclass, and the New Jersey Subclass shall be collectively referred to herein as the “Class.” The Illinois and New Jersey Subclasses are collectively referred to herein as the “State Subclasses.” Excluded from the Class are LG, its affiliates, employees, officers and directors, persons or entities that purchased the Class Dishwashers for purposes of resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change or expand the Class definition after conducting discovery.

115. Numerosity: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the possession of LG and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe that the Class consists of hundreds of thousands, if not millions, of persons and entities that were deceived by LG’s conduct.

116. Existence and Predominance of Common Questions of Fact and Law: Common questions of fact and law exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common factual and legal questions include, but are not limited to:

- a. whether LG misrepresented the quality of the Class Dishwashers;
- b. whether the Class Dishwashers had a Control Panel Defect causing the Control Panel to malfunction, and result in the Class Dishwashers stopping mid-cycle or failing entirely.
- c. whether LG omitted the Control Panel Defect from its disclosure of the properties of the Class Dishwashers to consumers;

- d. whether LG's conduct violated the Illinois Consumer Fraud and Deceptive Business Practices Act;
- e. whether LG's conduct violated the Illinois Uniform Deceptive Trade Practices Act;
- f. whether LG's conduct violated the New Jersey Consumer Fraud Act;
- g. whether LG's conduct violated the Magnuson-Moss Warranty Act;
- h. whether LG breached its express warranties to the Class;
- i. whether LG breached its implied warranties to the Class;
- j. whether LG's conduct resulted in unlawful common law fraud;
- k. whether LG's conduct resulted in it receiving unjust enrichment at the expense of Plaintiffs and the Class; and
- l. whether Plaintiffs and the Class are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

117. Typicality: All of Plaintiffs' claims are typical of the claims of the Class since each Class Dishwasher was advertised with the same type of false and/or misleading statements, regardless of model or production year. Plaintiffs and the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of LG's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

118. Adequacy: Plaintiffs are adequate Class representatives because their interests do not materially or irreconcilably conflict with the interests of the Class that they seek to represent, they have retained counsel competent and highly experienced in complex class action litigation, and they intend to prosecute this action vigorously. The interests of the Class will be fairly and

adequately protected by Plaintiffs and their counsel.

119. Superiority: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and the Class. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by LG's conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Members of the Class can be readily identified and notified based on, *inter alia*, LG's records and databases.

120. LG has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole.

VIOLATIONS ALLEGED
COUNT I
**VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT ("ICFA")**
(815 Ill. Comp. Stat. § 505/1 *et seq.*)
(By the Simner Plaintiffs On Behalf of the Illinois Subclass)

121. The Simner Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

122. The Simner Plaintiffs bring this claim individually and on behalf of the Illinois

Subclass.

123. The Simner Plaintiffs and Illinois Subclass members are “consumers” within the meaning of 815 Ill. Comp. Stat. § 505/1(e).

124. The Simner Plaintiffs and Illinois Subclass members, and LG are “persons” within the meaning of 815 Ill. Comp. Stat. § 505/1(c).

125. LG engages in “trade” or “commerce” within the meaning of 815 Ill. Comp. Stat. § 505/1(f) in the course of the distribution, marketing, and/or sale of the Class Dishwashers.

126. LG engages in the “sale” of “merchandise” as those terms are defined by 815 Ill. Comp. Stat. § 505/1(b) and (d).

127. The ICFA prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce.” 815 Ill. Comp. Stat. § 505/2.

128. LG’s acts and practices, described herein, are unfair and deceptive in violation of Illinois law and LG did so with the intent that Class members rely on its misrepresentations and omissions. By selling defective Class Dishwashers with exclusive or superior knowledge of the defect, and by failing to disclose the Control Panel Defect or honor warranty claims in good faith, LG acted unscrupulously in a manner that is substantially oppressive and injurious to consumers. LG owed a duty to disclose all material facts concerning the Class Dishwashers and the Control Panel Defect because it possessed exclusive or superior knowledge, intentionally concealed material information from consumers, and/or made misrepresentations that were rendered misleading because they were contradicted by facts that were withheld.

129. LG committed these unfair and deceptive acts and practices with the intent that consumers, such as the Simner Plaintiffs and the Illinois Subclass, would rely upon LG's misrepresentations and omissions when deciding whether to purchase a Class Dishwasher. The Simner Plaintiffs and the Illinois Subclass believed the Class Dishwashers would fulfill their ordinary and intended purpose and be of merchantable quality because LG advertised the Class Dishwashers as such and omitted their knowledge of the Control Panel defect from all advertisements and communications with consumers. Information concerning the Control Panel defect could not be reasonably known by the consumer.

130. LG's misrepresentations and omissions are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Dishwashers.

131. As alleged above, LG also engaged in fraudulent, deceptive, and unconscionable conduct when it made material statements about the performance properties of Class Dishwashers that were either false or misleading due to the defective Control Panel. Specifically, LG misrepresented that Class Dishwashers are energy efficient when they are not: because of the Control Panel Defect, Class Dishwashers can require multiple cycles to complete a single load, thus consuming excessive water and energy, and depriving Class members of the energy efficiency LG claimed Class Dishwashers would provide.

132. LG had a duty to disclose the Class Dishwashers' Control Panel defect because LG had exclusive knowledge of the defect yet made incomplete representations to consumers of the Class Dishwashers' capabilities knowing the Control Panel defect existed.

133. LG's misrepresentations deceived consumers, including the Simner Plaintiffs and the Illinois Subclass, about the true performance capabilities of the Class Dishwashers and LG made such misrepresentations with the intent to do so.

134. The Simner Plaintiffs and the Illinois Subclass suffered ascertainable loss as a direct and proximate result of LG's unfair and deceptive acts and practices. Had the Simner Plaintiffs and the Illinois Subclass known that the Class Dishwashers are defective, they would not have purchased, or would have paid significantly less for one. Among other injuries, the Simner Plaintiffs and the Illinois Subclass overpaid for their Class Dishwashers and their Class Dishwashers suffered a diminution in value.

135. Accordingly, pursuant to 815 Ill. Comp. Stat. § 505/10(a), the Simner Plaintiffs and the Illinois Subclass seek actual compensatory, and punitive damages (pursuant to 815 Ill. Comp. Stat. § 505/10a(c)), injunctive relief, and reasonable attorneys' fees and costs.

COUNT II
VIOLATIONS OF THE ILLINOIS UNIFORM DECEPTIVE
TRADE PRACTICES ACT
(815 Ill. Stat. § 510/2, et seq.)
(By the Simner Plaintiffs On Behalf of the Illinois Subclass)

136. The Simner Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

137. The Simner Plaintiffs bring this claim individually and on behalf of the Illinois Subclass.

138. LG markets, distributes, and/or sells the Class Dishwashers at various locations throughout the State of Illinois, including, *inter alia*, Home Depot, Lowes, and Best Buy.

139. Pursuant to the Deceptive Trade Practices Act, "a person engages in a deceptive

trade practice when” they “represent[] that goods or services have . . . characteristics, . . . uses, benefits, or quantities that they do not have” and “represent[] that goods or services are of a particular standard, quality, or grade . . . if they are of another[.]” 815 Ill. Stat. § 510/2(a)(5), (7). LG marketed, distributed, advertised, and sold the Class Dishwashers even though they are not high-quality, long-lasting dishwashers.

140. LG marketed the Class Dishwashers as being high-quality, durable, and energy-efficient products despite the fact that the Control Panel has inherent Control Panel Defects that allow water to seep into the Control Panel, causing shortages that result in the machines continually stopping mid-cycle, rendering the Control Panel buttons defective, and leaving the Class Dishwashers unusable. Further, due to the Control Panel defect, Class Dishwashers continually stop and start mid-cycle, and shut off before the completion of a cycle, wasting both energy and water because multiple cycles are required to clean dishes and energy and water are lost in the incomplete cycles. LG failed to disclose these material facts concerning the Class Dishwashers’ performance at the point of sale and otherwise, despite touting and advertising the Class Dishwashers as high-quality, durable, and energy-efficient.

141. LG had exclusive knowledge of the Control Panel defect, was in a superior position to know the details of the Defect, intentionally concealed the Defect, made misrepresentations regarding the Defect and the Class Dishwashers’ abilities to perform despite the defect, and purposefully withheld material facts relating to the Defect.

142. LG made such misrepresentations and omissions relating to the Class Dishwashers’ Control Panel Defect with the intent that consumers be deceived into purchasing the Class Dishwashers. These acts and omission are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the

Class Dishwashers. Further, such acts and omissions pertained to information that was material to the Simner Plaintiffs and the Illinois Subclass.

143. As a direct and proximate result of LG's business practices, the Simner Plaintiffs and the Illinois Subclass suffered injury in fact and lost money or property because they purchased and paid for the Class Dishwashers that they otherwise would not have, or in the alternative, would have paid less for.

144. LG's continued marketing, distribution, and sale of the Class Dishwashers will continue to harm Illinois residents, unless LG is enjoined from their continued sale. Thus, the Simner Plaintiffs and the Illinois Subclass are entitled to injunctive relief, attorneys' fees, and other relief as the court may deem necessary.

COUNT III
VIOLATIONS OF THE NEW JERSEY CONSUMER
FRAUD ACT
(N.J. Stat. Ann. §§ 56:8-2, *et seq.*)
(By Plaintiff Rossidivito On Behalf of the New Jersey Subclass)

145. Plaintiff Rossidivito and the Class re-allege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

146. Plaintiff Rossidivito brings this claim on behalf of himself and the New Jersey Subclass.

147. The New Jersey Subclass are "person[s]" within the meaning of N.J. Stat. Ann. § 56:8-1(d).

148. LG engaged in the "sale" of "merchandise" within the meaning of N.J. Stat. Ann. § 56:8-1(c), (d).

149. The New Jersey Consumer Fraud Act ("New Jersey CFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, description,

fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby. . . .” N.J. Stat. Ann. § 56:8-2.

150. LG engaged in unconscionable or deceptive acts or practices that violated the New Jersey CFA as described above and below, and did so with the intent that Class members rely upon its acts, concealment, suppression or omissions.

151. In the course of its business, LG willfully failed to disclose and actively concealed the Control Panel Defect in each and every Class Dishwasher as described herein, and otherwise engaged in activities with a tendency or capacity to deceive. LG also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of material facts with intent that others rely upon such concealment suppression or omission, in connection with the sale of Class Dishwashers. LG is directly liable for engaging in unfair and deceptive acts or practices in the conduct of trade or commerce in violation of the New Jersey CFA.

152. As alleged above, LG knew of the Defect, while the New Jersey Subclass was deceived by LG’s omission into believing the Class Dishwashers were of merchantable quality and capable of fulfilling their ordinary and intended purpose, and the information could not have reasonably been known by the consumer.

153. LG engaged in a deceptive trade practice when it failed to disclose this material information concerning the Class Dishwashers, which it knew at the time of sale. LG deliberately withheld the information about the Control Panel Defect in order to induce consumers to purchase

its products.

154. As alleged above, LG also engaged in fraudulent, deceptive, and unconscionable conduct when it made material statements about the performance properties of Class Dishwashers that were either false or misleading. Specifically, LG misrepresented that Class Dishwashers are energy efficient when they are not: because of the Control Panel Defect, Class Dishwashers can require multiple cycles to complete a single load, thus consuming excessive water and energy, and depriving Class members of the energy efficiency LG claimed Class Dishwashers would provide.

155. LG has known for some time of the Control Panel Defect in Class Dishwashers, but to protect its profits and to avoid remediation costs and a public relations nightmare, LG concealed the Defect and allowed unsuspecting consumers to buy defective Class Dishwashers.

156. LG had a duty to refrain from the material misrepresentations alleged herein, and to disclose the defective nature of the Class Dishwashers because it: possessed exclusive knowledge of the Defect rendering Class Dishwashers unsuited for their ordinary and intended purpose; was in a superior position to know the true facts related to the Defect, and Plaintiff Rossidivito and the New Jersey Subclass could not reasonably be expected to learn or discover the true facts related to this Defect; intentionally concealed the Defect; and made incomplete representations about the performance and reliability of the Class Dishwashers, purposefully withholding material facts from the New Jersey Subclass that contradicted the representations.

157. LG's unfair or deceptive acts or practices were likely to—and did—deceive reasonable consumers, including the New Jersey Subclass about the true reliability and performance of Class Dishwashers. LG intentionally and knowingly misrepresented material facts regarding the Class Dishwashers with an intent to mislead the New Jersey Subclass.

158. In failing to disclose the Defect and suppressing and/or misrepresenting material facts, LG breached its duty to disclose these facts, violated the New Jersey CFA, and caused injuries to Plaintiff Rossidivito and the New Jersey Subclass. LG's misrepresentations, omissions and acts of concealment pertained to information that was material to Plaintiff Rossidivito and the New Jersey Subclass, and all reasonable consumers.

159. These acts and omission are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Dishwashers.

160. LG knew or should have known that its conduct violated the New Jersey CFA.

161. LG knowingly, intentionally and/or willfully concealed from Plaintiff Rossidivito and the New Jersey Subclass that the Class Dishwashers suffer from the Defect.

162. LG's false, misleading, or deceptive acts or practices caused Plaintiff Rossidivito and the New Jersey Subclass to suffer an ascertainable loss. The New Jersey Subclass members have been damaged by LG's misrepresentations, concealment, and non-disclosure of the Defect in Class Dishwashers, as they now possess appliances whose value has greatly diminished because of LG's failure to timely disclose and remedy the Control Panel Defect.

163. New Jersey Subclass members risk irreparable injury as a result of LG's acts and omissions in violation of the New Jersey CFA, and these violations present a continuing risk to them as well as to the general public. LG's unlawful acts or practices complained of herein affect the public interest.

164. As a direct and proximate result of LG's violations of the New Jersey CFA, the New Jersey Subclass has suffered an injury-in-fact and/or actual damages.

165. The New Jersey Subclass is entitled to recover legal and/or equitable relief,

including an order enjoining LG's unlawful conduct, treble damages, costs and reasonable attorneys' fees pursuant to N.J. Stat. Ann. § 56:8-19, and any other just and appropriate relief.

166. Pursuant to N.J. Stat. Ann. § 56:8-20, the New Jersey Subclass will mail a copy of the complaint to the New Jersey Attorney General within ten (10) days of filing it with the Court.

COUNT IV
BREACH OF WRITTEN WARRANTY
UNDER THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, *et seq.*)
(On Behalf of the Nationwide Class, or in the alternative, the State Subclasses)

167. Plaintiffs and the Class re-allege and incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

168. Plaintiffs and the Class are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

169. LG is a "supplier" and "warrantor" within the meaning of 15 U.S.C. §§ 2301(4)-(5).

170. The Class Dishwashers are "consumer products" within the meaning of 15 U.S.C. § 2301(1).

171. LG's warranties are "written warranties" within the meaning of 15 U.S.C. § 2301(6).

172. LG breached the express warranties by refusing and/or failing to honor the express warranties by repairing or replacing, free of charge, the defective Class Dishwashers.

173. Plaintiffs and the Class relied on the existence and length of the express warranties in deciding whether to purchase the Class Dishwashers.

174. LG's breach of the express warranties has deprived Plaintiffs and the Class of the benefit of their bargain.

175. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

176. LG has been afforded a reasonable opportunity to cure its breach of the written warranties and/or Plaintiffs and the Class were not required to do so because providing LG a reasonable opportunity to cure its breach of written warranties would have been futile. LG was also on notice of the Control Panel Defect from the complaints and service requests it received from Plaintiffs and the Class, as well as from its own warranty claims, customer complaint data, and/or parts sales data.

177. As a direct and proximate cause of LG's breach of the written warranties, Plaintiffs and the Class sustained damages and other losses in an amount to be determined at trial. LG's conduct damaged Plaintiffs and the Class, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, costs, including statutory attorney fees, and/or other relief as deemed appropriate.

COUNT V
BREACH OF EXPRESS WARRANTY
(On Behalf of the Nationwide Class, or in the alternative, the State Subclasses)

178. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

179. Plaintiffs bring this claim individually and on behalf of the National Class, or, in the alternative, on behalf of the State Classes against LG. Plaintiffs' individual claims are brought under the laws of their home states.

180. LG expressly warranted Plaintiffs and the Class' Dishwashers against "defect[s] in materials or workmanship under normal home use." Under the warranty, LG will repair or replace the dishwasher parts free of charge for defects that occurred during the one-year warranty period. LG will also repair or replace the electronics and dishwasher racks free of charge for defects that occurred during the five-year warranty period and repair or replace the dishwasher motor free of charge for defects that occurred during the ten-year warranty period.

181. These warranties became part of the basis of the bargain between the parties and created collective express warranties that the Class Dishwashers would conform to LG's affirmations and promises. Under the terms of these express warranties, LG is obligated to repair or replace the Class Dishwashers sold to Plaintiffs and the Class.

182. The parts affected by the Control Panel Defect were manufactured and distributed by LG in the Class Dishwashers and are covered by the warranties LG provided all purchasers of Class Dishwashers.

183. LG breached these warranties by selling Class Dishwashers with the Control Panel Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free, effective repairs or replacements during the applicable warranty periods.

184. As a result of LG's inability to remedy the Control Panel Defect, LG's warranties fail of their essential purpose.

185. Plaintiffs and the Class also notified LG of the breach within a reasonable time, and/or were not required to do so because affording LG a reasonable opportunity to cure its breach of written warranty would have been futile. LG also knew of the Control Panel Defect and yet chose to conceal it and to fail to comply with their warranty obligations.

186. As a direct and proximate cause of LG's breach, Plaintiffs and the Class bought Class Dishwashers they otherwise would not have, overpaid for their dishwashers, did not receive the benefit of their bargain, and their Class Dishwashers suffered a diminution in value. Plaintiffs and the Class have also incurred and will continue to incur costs for repair and incidental expenses.

187. LG's attempt to disclaim or limit these express warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, LG's warranty limitation is unenforceable because they knowingly sold a defective product without informing consumers about the Control Panel Defect.

188. The time limits contained in LG's warranty period were also unconscionable and inadequate to protect Plaintiffs and the Class. Among other things, Plaintiffs and the Class had no meaningful choice in determining these time limitations the terms of which unreasonably favored LG. A gross disparity in bargaining power existed between LG and the Class, and LG knew or should have known that the Class Dishwashers were defective at the time of sale and would fail well before their useful lives.

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

190. As a direct and proximate result of LG's breach of express warranties, Plaintiffs and the Class have suffered damages, injury in fact, and ascertainable loss in an amount to be determined at trial, including repair and replacement costs and damage to other property.

191. Plaintiffs and the Class are entitled to legal and equitable relief against LG, including damages, consequential damages, specific performance, attorney fees, costs of suit, and other relief as appropriate.

COUNT VI
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class, or in the alternative, the State Subclasses)

192. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

193. Plaintiffs bring this claim individually and on behalf of the National Class, or, in the alternative, on behalf of the State Classes against LG. Plaintiffs' individual claims are brought under the laws of their home states.

194. LG made an implied warranty to the Plaintiffs and the Class that Class Dishwashers were of merchantable quality and suitable for their ordinary and intended purpose.

195. Through the conduct alleged herein, LG has breached the implied warranty of merchantability. The defectively designed Class Dishwashers are not fit for the ordinary and intended purpose for which Plaintiffs and the Class purchased them to perform: to complete a dish washing cycle, and do so in an energy efficient manner. LG knew that Plaintiffs and the Class were purchasing the Class Dishwashers for this purpose and marketed the Class Dishwashers for this purpose.

196. Plaintiffs and the Class relied on LG's misrepresentations by purchasing the Class Dishwashers.

197. LG knew or had reason to know that Plaintiffs and the Class were influenced to purchase the Class Dishwashers through LG's expertise, skill, judgment, and knowledge in furnishing products for their intended use.

198. The Class Dishwashers were not of merchantable quality and were not fit for their ordinary purpose because the defects in materials and/or workmanship alleged herein render them

incapable of being able to complete a wash cycle without interruption and in an energy efficient manner.

199. LG's actions, as complained of herein, breached their implied warranty that the Class Dishwashers were of merchantable quality as fit for such use, in violation of the UCC, the common law of this State, as well as the common law and statutory laws of other states.

200. LG has failed to provide adequate remedies under its written express warranty, which has caused the express warranty to fail its essential purpose, thereby permitting remedies under implied warranties.

201. LG has not sufficiently disclaimed the implied warranty of merchantability (specifically and conspicuously).

202. Further, the purported remedial limitations in the warranty, including limiting the "exclusive remedy" to repairs using identically defective components, are procedurally and substantively unconscionable and thus fail under UCC § 2-302, as adopted by the States. LG knew or should have known that the Control Panel Defect renders Class Dishwashers susceptible to premature failure, and that LG had unequal bargaining power and misrepresented Class Dishwashers' reliability, and the limited remedies unreasonably favor LG and fail Plaintiffs' reasonable expectations.

203. LG was and is in privity with Plaintiffs and the Class by law and/or by fact.

204. First, Plaintiffs have had sufficient direct dealings with LG and/or its authorized dealers, franchisees, representatives, and agents to establish privity of contract.

205. Second, Plaintiffs and the Class are intended third-party beneficiaries of contracts, including express warranties, between LG and its dealers, franchisees, representatives and agents; LG's advertisements were aimed at Plaintiffs and class members, and LG's warranties were

expressly written for the benefit of Plaintiffs and class members as end users of Class Dishwashers. LG's authorized dealers, franchisees, representatives, and agents, on the other hand, were not intended to be the ultimate consumers of Class Dishwashers and have no rights under the warranty agreements provided by LG; these intermediary entities made no changes to LG's product, nor made any additions to the warranties issued by Defendant.

206. Third, LG is estopped from limiting claims for common law and statutory violations based on a defense of lack of privity.

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

208. Plaintiffs and the Class are entitled to damages, as well as reasonable attorneys' fees and costs.

COUNT VII
COMMON LAW FRAUD
(On Behalf of the Nationwide Class, or in the alternative, the State Subclasses)

209. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

210. LG made material misstatements of fact to Plaintiffs and the Class regarding the defective nature of the Class Dishwashers, the performance capacity and longevity of the Class Dishwashers.

211. These misstatements were made by LG with knowledge of their falsity, and with the intent that Plaintiffs and the Class would rely upon them.

212. As described herein, LG fraudulently sold the Class Dishwashers with the Control Panel Defect, then published a TSB to correct this Control Panel Defect only to certified sellers, not consumers.

213. At the time LG made these misrepresentations and omissions, and at the time Plaintiffs and the Class purchased the LG Dishwashers, Plaintiffs and the Class were unaware of the falsity of these misrepresentations, and reasonably believed LG's contentions about the high quality and long-lasting nature of the Class Dishwashers to be true.

214. In making these misrepresentations and concealments, LG knew they were false and that the Class Dishwashers were designed with the Control Panel Defect, and intended that Plaintiffs and the Class would rely upon such misrepresentations.

215. Plaintiffs and the Class did, in fact, rely upon LG's misrepresentations and omissions concerning the performance capabilities of the Class Dishwashers, and their longevity as a high-quality dishwasher.

216. As a direct and proximate result of LG's deceptive, fraudulent, and unfair practices, Plaintiffs and the Class have suffered an injury in fact and/or actual damages in an amount to be determined at trial.

217. Plaintiffs, on behalf of themselves and all others similarly situated, demand judgment against LG for damages and declaratory relief.

COUNT VIII
UNJUST ENRICHMENT
(On Behalf of the Nationwide Class, or in the alternative, the State Subclasses)

218. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully herein.

219. Plaintiffs and the Class conferred a benefit on LG by purchasing the Class Dishwashers.

220. LG had knowledge that this benefit was conferred upon them, but failed to disclose its knowledge that Plaintiffs and the Class did not receive what they paid for and instead provided misstatements about their Class Dishwashers while profiting from this deception.

221. LG has been unjustly enriched at the expense of Plaintiffs and the Class, and its retention of this benefit under the circumstances would be inequitable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, respectfully request that this Court:

- A. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying one or more Classes, as defined above;
- B. appoint Plaintiffs as the representatives of the Class and their counsel as Class Counsel;
- C. award all actual, general, special (including treble), incidental, statutory, and consequential damages to which Plaintiffs and the Class are entitled;
- D. award pre-judgment and post-judgment interest on such monetary relief;
- E. grant appropriate injunctive and/or declaratory relief;
- F. award reasonable attorneys' fees and costs; and
- G. grant such further relief that this Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a trial by jury on all issues so triable.

Dated: November 22, 2021

Respectfully submitted,

By: /s/ Bryan L. Clobes

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CERTIFICATE OF SERVICE

I hereby certify that on November 22, 2021, I caused a true and correct copy of the foregoing *Plaintiffs' Class Action First Amended Complaint* to be served on all counsel of record via the Court's electronic filing system.

Dated: November 22, 2021

/s/ Bryan L. Clobes