

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

ERICK ADAMS, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

LG ELECTRONICS USA INC.,

Defendant.

Case No. 2:25-cv-1723

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Erick Adams (“Plaintiff”) brings this Class Action Complaint against Defendant, LG Electronics USA Inc., (“Defendant”) individually and on behalf of all others similarly situated, and alleges, upon personal knowledge as to Plaintiff’s own actions and to counsels’ investigation, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. When a manufacturer sells a product, it has a duty to ensure that the product functions properly and safely for its advertised use and is free from defects. When a manufacturer discovers a defect, it must explicitly disclose the defect and make it right or cease selling the product. When a product manufacturer provides a warranty, it must stand by that warranty. This case arises from Defendant’s breach of those duties and warranties.

2. Defendant LG designs, manufactures, markets, distributes, and sells numerous types of home appliances, including electric ranges.

3. Plaintiff brings this action on behalf of himself and all other similarly situated persons who purchased any of the following models of LG Slide-In Ranges and Freestanding

Electric Ranges sold from 2015 through January 2025 for between \$1,400 and \$2,650:¹

("Recalled Ranges", "Class Ranges", "Products", or "Ranges"):

Model Number	Serial No. (From	Serial No. (To)
LDE4411ST	607KMXXXXXXXX	807KMXXXXXXXX
LDE4413ST	506KMXXXXXXXX	408KMXXXXXXXX
LDE4413BD	606KMXXXXXXXX	901KMXXXXXXXX
LSE4611ST	607KMXXXXXXXX	206KMXXXXXXXX
LSE4611BD	704KMXXXXXXXX	704KMXXXXXXXX
LSE4613ST	510KMXXXXXXXX	106KMXXXXXXXX
LSE4613BD	604KMXXXXXXXX	106KMXXXXXXXX
LSEL6337D	102KMXXXXXXXX	304KMXXXXXXXX
LSEL6337F	102KMXXXXXXXX	312KMXXXXXXXX
LSEL6331F	201MMXXXXXXXX	312MMXXXXXXXX
LSEL6331F	310KMXXXXXXXX	312KMXXXXXXXX
LSEL6333F	107MMXXXXXXXX	311MMXXXXXXXX
LSEL6333F	308KMXXXXXXXX	312KMXXXXXXXX
LSEL6333D	107MMXXXXXXXX	312MMXXXXXXXX
LSEL6333D	309KMXXXXXXXX	312KMXXXXXXXX
LSEL6335D	102KMXXXXXXXX	312KMXXXXXXXX
LSEL6335F	102KMXXXXXXXX	312KMXXXXXXXX
LTE4815BM	802KMXXXXXXXX	001KMXXXXXXXX
LTE4815BD	802KMXXXXXXXX	207KMXXXXXXXX
LTE4815ST	801KMXXXXXXXX	205KMXXXXXXXX

¹ <https://www.cpsc.gov/Recalls/2025/LG-Recalls-Electric-Ranges-Due-to-Fire-Hazard> (last accessed on February 19, 2025)

LRE4215ST	601KMXXXXXXXX	903KMXXXXXXXX
LTEL7337F	903KMXXXXXXXX	312KMXXXXXXXX

4. Defendant sold the Ranges throughout the United States from 2015 through January 2025 on its own website, www.LG.com, as well as at various retailers like Best Buy, Costco, The Home Depot, Lowe’s, and other appliance stores nationwide.

5. This action is brought to remedy various violations of law in connection with Defendant’s manufacturing, marketing, advertising, selling, and warranting of the Recalled Ranges.

6. Specifically, the front-mounted knobs on the recalled ranges can be activated by accidental contact by humans or pets, posing a fire hazard ² (“the Defect”).

7. On February 6, 2025, the U.S. Consumer Product Safety Commission (“CSPC”) announced a recall of approximately 500,000 Slide-In and Freestanding Ranges, the above referenced Recalled Ranges, due to the fire hazard posed by the front-mounted knobs.³ As a result of the Defect, the CSPC cautions consumers to keep children and pets away from the knobs and not leave objects on the range, even when the range is not in use.⁴

8. By the time the recall was issued, consumers had already made at least 86 reports of unintentional activation of the knobs, and the Ranges had been involved in more than 28 fires, some of which resulted burns, pet deaths, and damage exceeding \$340,000.⁵

9. Rather than provide any appropriate remedy for the Defect in its Ranges, LG’s

² *Id.*

³ *Id.*

⁴ *Id.*

⁵ *Id.*

“fix” is merely to provide consumers with a warning sticker for their Ranges.⁶

10. The hazardous nature of the Ranges and propensity for injury from the Ranges makes a full refund the proper method of recall.

11. Consumers like Plaintiff trust manufacturers like Defendant to sell Ranges that are safe to use and free from known defects. Plaintiff and other consumers are injured at the point of purchase because they had no way of knowing of the Ranges’ safety defect, and would either not have purchased, or not have paid a premium for, the Ranges.

12. As a result of Defendant’s misconduct, misrepresentations, and omissions, Plaintiff and putative Class Members have suffered injury in fact, including economic damages.

13. Plaintiff and the putative Class bring this suit for economic damages they sustained as a result. Given the massive quantities of the Ranges sold nationwide, this class action is the proper vehicle for addressing Defendant’s misconduct and attaining needed relief for those affected.

JURISDICTION AND VENUE

14. Jurisdiction is proper in this Court under 28 U.S.C. § 1332 (diversity jurisdiction). Specifically, this Court has subject matter and diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because this is a class action where the amount in controversy exceeds the sum or value of \$5 million, exclusive of interest and costs, there are more than 100 members in the proposed class, and at least one class member is a citizen of a state different from Defendant.

15. This Court has personal jurisdiction over Defendant LG because Defendant LG maintains its principal place of business within this District.

⁶ *Id.*

16. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. The Defendant sells and distributes its Ranges throughout the United States and within this District.

THE PARTIES

17. Erick Adams is a citizen of the state of Texas and resides in Garland, TX 75040. Garland is located within Dallas County, Texas.

18. Defendant LG Electronics USA Inc. is a corporation with its principal place of business at 111 Sylvan Ave, Englewood Cliffs, New Jersey 07632.

19. Defendant designs, manufactures, markets, distributes, services, repairs, and sells Ranges, including the Recalled Ranges, nationwide. Defendant is the warrantor and distributor of the Recalled Ranges in the United States.

COMMON FACTUAL ALLEGATIONS

20. Defendant designs, manufactures, markets, sells, and distributes various types of home appliances across the country and represents its products as, "America's most reliable line of home appliances," and "Home appliances you can count on."⁷

21. With respect to its ranges, Defendant touts itself as "Rated, Reliable, and Recommended."⁸ Defendant further advertises consumers can "enhance [their] cooking game with an LG smoothtop electric range that delivers stylish and powerful performance."⁹

22. Specifically, Defendant manufactured, marketed, distributed, and sold a variety

⁷ <https://www.lg.com/us/> (last accessed February 26, 2025).

⁸ *See generally*,

https://www.lg.com/us/ranges?gad_source=1&gclid=EAJaiQobChMIvc_lvoviiwMVTHV_AB3uvxjDEAAYAiAAEgKwzPD_BwE&gclidsrc=aw.ds (last accessed February 26, 2025).

⁹ <https://www.lg.com/us/electric-ranges> (last accessed February 26, 2025).

Slide-In Ranges and Freestanding Electric Ranges from 2015 through January 2025 throughout the United States.

23. These Ranges, however, are dangerous to use. The Ranges contain a defect that causes a serious safety hazard: the front-mounted knobs on the Ranges can be activated by accidental contact by humans or pets, posing a serious fire hazard.

24. On February 6, 2025, LG the U.S. Consumer Product Safety Commission (“CSPC”) announced a recalled of approximately about 500,000 Slide-In and Freestanding Ranges, of the above referenced Recalled Ranges, due to the fire hazard posed by the front-mounted knobs.¹⁰

25. At the time of the recall, the Consumer Product Safety Commission had received at least 86 reports of unintentional activation of the front-mounted knobs, and reports of more than 28 fires. At least five fires caused extensive property damage totaling over \$340,000. At least eight minor injuries have been reported, including burns, and there have been reports of three fires involving pet deaths.¹¹

26. Unlike Defendant’s claim that its products have “cutting-edge technology, crafted to be functional yet elegant,” and are “honed to perfection,”¹² the Ranges are not safely functional as represented.

27. Defendant’s suggested “fix” for this defect involves no improvement of the Range; instead, it is to provide consumers with a sticker to affix to the Ranges that tells users they need to use an additional “Lock Out” function on their Range.¹³ In effect, the Defect is

¹⁰ See n.1, *supra*.

¹¹ *Id.*

¹² <https://www.lg.com/us/lg-signature/about-us> (last accessed February 26, 2025).

¹³ See n.1, *supra*.

not remedied, but instead the “fix” again places the onus on Plaintiff and the Class to take unexpected steps to avoid the unintended activation of the burners, and to be extra-careful around the Range, the safety of which constituted at least a portion of the price Plaintiff and the Class paid for the Ranges.

28. Plaintiff is not made whole through Defendant’s “sticker fix.” Plaintiff and members of the Class intended to purchase an oven that they could safely use as reasonable consumers.

29. Plaintiff, like all reasonable consumers, would not have purchased the product or paid significantly less for it had he known of its dangerous propensities. Plaintiff and the Class sustained damages at the point of sale, and the additional measures prescribed by Defendant do not restore any of the Range’s lost value.

30. Moreover, the insufficient recall put forward by Defendant does not make Plaintiff or other consumers whole, as a proper recall would include a refund for the item purchased, or of the premium paid for a stove lacking key safety features. Yet, the recall provides no monetary relief at all to consumers.

PLAINTIFF-SPECIFIC FACTUAL ALLEGATIONS

31. In or around July 25, 2022, Plaintiff purchased the LG Freestanding Double Oven Electric Range with EasyClean® and ProBake Convection®, model number LDE4413ST, for his home in Garland, Texas.

32. Plaintiff purchased the LG LDE4413ST Range from Best Buy, specifically the Best Buy located at 3171 N. George Bush Freeway in Garland, Texas, for approximately \$1,400.

33. Plaintiff's product has a model number that is included within Defendant's Recall.¹⁴

34. Based on LG's active and persistent promotions touting the quality of its Ranges, Plaintiff considered LG a quality company with a strong reputation for producing reliable Ranges.

35. For example, Defendant advertised LDE4413ST Ranges with ProBake Convection® and EasyClean® as the "fasted boiling cooktop elements," and went on to state:

Just when you thought it couldn't get any faster, it did. With 3200 watts, these dual cooktop elements are the most powerful available. Not only do they deliver LG's fastest boil, they let you match the element size to your cookware for the utmost in flexibility."¹⁵

36. Defendant further claimed, "What could be better than the largest capacity double oven with the consistent, even browning of LG ProBake convection®? EasyClean® provides a simple, three-step, 10-minute cleaning option that will have you out of the kitchen in no time."¹⁶

37. In addition to LG's reputation through its marketing and promotion, Plaintiff decided on the specific model because he believed it was a high-quality Range.

38. Plaintiff has never been informed of any recalls or defects related to his Range by anyone affiliated with LG and has learned of the defects on social media.

39. Plaintiff is not made whole through Defendant's "sticker fix." Plaintiff and members of the Class intended to purchase an oven that they could safely use as reasonable

¹⁴ See n.1, *supra*.

¹⁵ <https://www.lg.com/us/business/cooking-appliances/lg-LDE4413ST-electric-range> (last accessed February 26, 2025).

¹⁶ *Id.*

consumers. Interestingly, Defendant does not even list this “Lock Out” function in the specifications of all of the Ranges.¹⁷ Plaintiff and other consumers have lost the benefit of the bargain by Defendant’s omissions and failure to adequately refund and recall the Ranges.

40. Plaintiff is also burdened with a Range that has been devalued by Defendant's actions because the value of a Range with a known and dangerous defect is worth much less than a Range with properly working knobs and/or controls.

**ESTOPPEL FROM PLEADING AND
TOLLING OF APPLICABLE STATUTES OF LIMITATIONS**

41. Plaintiff and the members of the Class had no way of knowing about Defendant’s conduct concerning the safety risks associated with the use of the Ranges.

42. Neither Plaintiff nor any other members of the Class, through the exercise of reasonable care, could have discovered the conduct by Defendant alleged herein. Further, Plaintiff and members of the Class did not discover and did not know facts that would have caused a reasonable person to suspect that Defendant was engaged in the conduct alleged herein. For these reasons, all applicable statutes of limitation have been tolled by the discovery rule concerning claims asserted by Plaintiff and the Class.

43. Further, by failing to provide notice of the risks of malfunction or injury associated with the continued normal use of the Ranges, Defendant concealed its conduct, and the existence of the claims asserted herein from Plaintiff and the Class members.

44. Upon information and belief, Defendant intended its acts to conceal the facts

¹⁷ See, e.g., Defendant specifications LDE4413ST model Range, available at: <https://www.lg.com/us/business/cooking-appliances/lg-LDE4413ST-electric-range> (last accessed February 26, 2025); see also, Defendant specifications for LTEL7337F model Range, available at: <https://www.lg.com/us/cooking-appliances/lg-ltel7337f-double-oven-slide-in-electric-range> (last accessed February 26, 2025).

and claims from Plaintiff and Class members. Plaintiff and Class members were unaware of the facts alleged herein without any fault or lack of diligence on their part and could not have reasonably discovered Defendant's conduct. For this reason, any statute of limitations that otherwise may apply to the claims of Plaintiff or Class members should be tolled.

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this action pursuant to the provisions of Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil Procedure, on behalf of himself and the following Class and Subclass:

Nationwide Class: All persons in the United States who purchased any of the recalled Ranges in the United States from 2015 through January 2025 for personal, not resale, use.

Texas Subclass: All persons who purchased any of the recalled Ranges in the State of Texas from 2015 through January 2025 for personal, not resale, use.

46. Together, the Nationwide Class and the Texas Subclass will be collectively referred to as the "Class" or "Classes". Members of these Classes are referred to as "Class Members".

47. Plaintiff qualifies as a member of each of the Classes.

48. Excluded from the Class are the following individuals and/or entities: Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; any and all federal, state or local governments, including but not limited to its departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as its immediate family members.

49. Plaintiff reserves the right to amend or modify the above definitions.

50. The particular members of the Classes are capable of being described without difficult managerial or administrative problems. The members of the putative classes are also readily identifiable from the information and records in the possession or control of Defendant or its affiliates and agents and from public records.

51. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

52. The Proposed Classes are so numerous that the joinder of all members is impracticable.

53. This action has been brought and may be properly maintained on behalf of the Classes proposed herein under Federal Rule of Civil Procedure 23.

54. **Numerosity:** The Proposed Classes are so numerous that the joinder of all members is impracticable. A class action is the only available method for the fair and efficient adjudication of this controversy, as the members of the Class are so numerous that joinder of all members is impractical, if not impossible. While the exact number and identities of individual members of the Class are unknown at this time because such information is in the sole possession of Defendant and obtainable by Plaintiff only through the discovery process, there are at least 500,000 Ranges affected by the Defect. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, Electronic Mail, internet postings, social media, and/or published notice.

55. **Typicality:** Plaintiff's claims are typical of the claims of the Class because Plaintiff purchased a Range that contained the same Defect found in all other Recalled Ranges. Plaintiff and the other members of the Classes seek identical remedies under identical legal theories, and Plaintiff's claims do not conflict with the interest of any other members of the class in that the Plaintiff and the other members of the Classes were subject to the same conduct and suffered the same harm.

56. **Adequacy of Representation:** Plaintiff is an adequate representative of the Class in that the Plaintiff has the same interest in the litigation of this case as the Class Members, is committed to the vigorous prosecution of this case, and has retained competent counsel who are experienced in conducting litigation of this nature.

57. Plaintiff is not subject to any individual defenses unique from those conceivably applicable to other Class Members or the class in its entirety. Plaintiff anticipates no management difficulties in this litigation.

58. **Predominance and Superiority:** A class action is superior to all other available means for the fair and efficient adjudication of the claims of Plaintiff and Class Members, and questions of law and fact common to all Class Members predominate over questions affecting only individual class members. Class Members can be readily identified and notified based on, inter alia, Defendant's business records or other sources. It would be impracticable for each Class member to seek redress individually for the wrongful conduct alleged herein. It would be difficult, if not impossible, to obtain counsel to represent Class members on an individual basis for these claims. Practically speaking, a class action is the only viable means of adjudicating the individual rights of Plaintiff and the Class. There will be no difficulty in the management of this litigation as a class action as the legal issues affect a

standardized issue – a common Defect in the Ranges – and class actions are commonly used in such circumstances. Furthermore, since joinder of all members is impracticable, a class will allow for an orderly and expeditious administration of the claims of the Class and will foster economies of time, effort, and expense.

59. **Common Questions of Fact and Law:** Plaintiff and the Class Members share a community of interests in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:

- a. Whether the LG Ranges designed and sold by Defendant possess a material defect;
- b. Whether the Defect creates an unreasonable fire or burn risk;
- c. Whether Defendant knew or should have known that the LG Ranges possessed the Defect at the time of sale;
- d. Whether Defendant failed to disclose the Defect;
- e. Whether Defendant concealed the Defect, once it knew of the Defect;
- f. Whether Defendant's representations and omissions regarding the Range, and/or the suggested "remedy" for the Defect, violate the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.*;
- g. Whether LG's actions have proximately caused an ascertainable loss to Plaintiff and members of the Class and, if so, the proper measure of damages;
- h. Whether Defendant breached express warranties relating to the LG Ranges;

- i. Whether Defendant breached implied warranties of merchantability relating to the LG Ranges;
- j. Whether Plaintiff and Class Members are entitled to damages;
- k. Whether Plaintiff and Class Members are entitled to replacement or repair of their defective LG Ranges;
- l. Whether Plaintiff and Class Members are entitled to restitution of the purchase price they paid for their defective LG Ranges; and
- m. Whether Plaintiff and Class Members are entitled to other equitable relief, including an injunction requiring that Defendant engage in a corrective notice campaign and/or a recall.

CLAIMS FOR RELIEF

COUNT I

BREACH OF IMPLIED WARRANTY

(On behalf of Plaintiff and the Classes)

60. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

61. Defendant is engaged in the business of designing, manufacturing, constructing, making, selling, distributing, labeling, advertising, retailing, and/or otherwise placing the Product into the stream of commerce.

62. The Products are “goods” under the relevant laws, and Defendant knew or had reason to know of the specific use for which the Products, as goods, were purchased.

63. The implied warranty of merchantability included with the sale of each Product means that Defendant guaranteed that the Products would be fit for the ordinary purposes for

which Ranges are used and sold and were not otherwise injurious to consumers. The implied warranty of merchantability is part of the basis for the benefit of the bargain between Defendant, and Plaintiff and the Class Members.

64. Defendant breached the implied warranty of merchantability because the Products are not fit for their ordinary purpose of providing reasonably safe Range products for cooking, because the Ranges have a risk of accidental activation and are a fire hazard. Therefore, the Products are not fit for their particular purpose.

65. Defendant's warranty expressly applies to the purchaser of the Products, creating privity between Defendant and Plaintiff and Class Members.

66. However, privity is not required because Plaintiff and Class Members are the intended beneficiaries of Defendant's warranties and its sale through retailers. Defendant's retailers were not intended to be the ultimate consumers of the Products and have no rights under the warranty agreements. Defendant's warranties were designed for and intended to benefit the consumer only, including Plaintiff and Class Members.

67. Defendant has been provided sufficient notice of its breaches of implied warranties associated with the Products. Defendant was put on constructive notice of its breach through its review of consumer complaints and other reports.

68. Had Plaintiff, Class Members, and the public known that the Ranges posed a serious fire risk and could cause harm, they would not have purchased the Ranges or would have paid less for them.

69. As a direct and proximate result of the foregoing, Plaintiff and Class Members suffered and continue to suffer financial damage and injury, and are entitled to all damages, in addition to costs, interest and fees, including attorneys' fees, as allowed by law.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(On behalf of Plaintiff and the Classes)

70. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

71. Defendant is a merchant engaging in the sale of goods to Plaintiff and the Classes.

72. There was a sale of goods from Defendant to Plaintiff and the Classes.

73. As the developer, manufacturer, marketer, distributor, and/or seller of the defective Products, Defendant impliedly warranted to Plaintiff and the Classes that its Products were fit for their intended purpose in that they would be safe for Plaintiff and the Classes to use. Contrary to these representations and warranties, the Products were not fit for their ordinary use, and did not conform to Defendant's affirmations of fact and promises included with the packaging.

74. Defendant breached the implied warranty in the contract for the sale of the Products by knowingly selling to Plaintiff and the Classes a product that Defendant knew would expose Plaintiff and the Classes to risks of injury, thus meaning Defendant knew that the Products were not fit for their intended use as a safe Range for cooking.

75. Defendant was on notice of this breach, as they were made aware of the fire hazard that can result from the use of their Products.

76. Plaintiff and the Classes did not receive the goods as bargained for because the goods they received were not merchantable as they did not conform to the ordinary standards for goods of the same average grade, quality, and value.

77. Plaintiff and members of the Classes are the intended beneficiaries of Defendant's implied warranties.

78. The Products were not altered by Plaintiff or the members of the Classes.

79. Plaintiff and members of the Classes used the Products in the ordinary manner in which such Ranges were intended to be used.

80. The Products were defective when they left the exclusive control of Defendant.

81. The Products were defectively designed and/or manufactured and unfit for their intended purpose as safe to use Ranges, and Plaintiff and members of the Classes did not receive the goods that they bargained for.

82. Plaintiff and members of the Classes purchased the Products that contained the Defect, which was undiscoverable by them at the time of purchase and at any time during the class period.

83. As a result of the defect in the Products, Plaintiff and members of the Classes have suffered damages including, but not limited to, the cost of the defective product, loss of use of the product and other related damage.

84. Defendant breached the implied warranty of merchantability to the Plaintiff and Class members.

85. Thus, Defendant's attempt to limit or disclaim the implied warranties in a manner that would exclude coverage of the Defect is unenforceable and void.

86. Plaintiff and Class members have been damaged by Defendant's breach of the implied warranties.

87. Plaintiff and Class members have suffered damages in an amount to be

determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as costs and attorneys' fees, available under law.

COUNT III
UNJUST ENRICHMENT
(On behalf of Plaintiff and the Classes)

88. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

89. Plaintiff brings this count on behalf of himself and the Classes.

90. Plaintiff, and the other members of the Classes, conferred benefits on Defendant in the form of monies paid to purchase Defendant's Recalled Ranges which are either worthless or worth less than the premium paid by Plaintiff and the Class.

91. Defendant voluntarily accepted and retained this benefit. Defendant has knowledge and appreciation of this benefit, which was conferred upon it by and at the expense of Plaintiff and the Class Members.

92. Because this benefit was obtained unlawfully, namely by selling and accepting compensation for the Recalled Ranges without providing properly functioning heat control knobs in the Recalled Ranges, it would be unjust and inequitable for Defendant to retain the benefit without paying the value thereof.

93. The circumstances, as described herein, are such that it would be inequitable for Defendant to retain the ill-gotten benefit without paying the value thereof to Plaintiff and the Class Members.

94. Defendant manufactured, marketed, and sold the Recalled Ranges under the guise of these Ranges being safe and operable, without faulty heat control knobs. Instead,

Defendant sold Ranges that present deadly fire hazards and burn risks, given the defect.

95. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiff and members of the Classes is unjust and inequitable, Defendant must pay restitution to Plaintiff and members of the Classes for its unjust enrichment, as ordered by the Court.

96. Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as costs and attorneys' fees, available under law.

COUNT IV

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT N.J.S.A. 56:8-2 (On behalf of Plaintiff and the Classes)

97. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

98. New Jersey's Consumer Fraud Act (CFA) establishes that: "the act, use or employment by any person of any commercial practice that is unconscionable or abusive, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with 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, is declared to be an unlawful practice". N.J.S.A. § 56:8-2.

99. Plaintiff is a "person" and a "consumer" as defined pursuant to N.J.S.A. 6:8-1(d), as he and all Class members are natural persons as defined therein.

100. Defendant is a "person" pursuant to N.J.S.A. 56:8-1(d), as it is a business entity,

corporation, or company as defined therein.

101. Defendant's Rangs are "merchandise" pursuant to N.J.S.A. 56:8-1(c), as it is a service offered directly or indirectly to the public for sale as defined therein.

102. Defendant engages in the sale of merchandise pursuant to N.J.S.A. 56:8-1(e), as it offers its LG Ranges directly or indirectly to the public for sale. An unconscionable, unfair, deceptive, and/or fraudulent business practice by making misleading representations regarding the safety and utility of the Ranges, by omitting the safety risk posed by the Ranges, by failing to disclose the Lock-Out feature in the product specifications, and by refusing to properly remedy the defect.

103. Defendant's aforementioned conduct was unlawful in contravention of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.*

104. N.J.S.A. § 56:8-2.11 provides that "Any person violating the provisions of the CFA shall be liable for a refund of all monies acquired by means of any practice declared herein to be unlawful.

105. Plaintiff and Class members suffered an ascertainable loss equal to the amount of money paid for the Noticed Products that Defendant caused them to pay pursuant to false or deceptive statements and omissions of material fact regarding the safety and utility of the Noticed Products.

106. As a result of Defendant's aforementioned violations, Plaintiff suffered an ascertainable loss of approximately \$1400, which represents the money paid for his LG Range.

107. As a result of Defendant's aforementioned violations, Plaintiff and the Class members are due to receive their actual damages equal to the ascertainable loss of all monies

paid to LG during the Class Period for the Noticed Products.

108. But for LG's unlawful acts in violation of the CFA, Plaintiff would not have suffered any damages. Said another way, Plaintiff's damages are the direct and proximate result of Defendant's violations of the CFA, in that their loss flowed directly from Defendant's acts.

109. In addition, Plaintiff and the Class members are entitled to treble damages, attorney's fees and costs, pursuant to N.J.S.A. § 56:8-19.

COUNT V
COMMON LAW FRAUD
(On behalf of Plaintiff and the Classes)

110. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

111. Plaintiff is a consumer who purchased an LG Range affected by the recall.

112. Defendant LG Electronics USA, Inc. is a foreign corporation responsible for the design, manufacture, and distribution of the Products.

113. Defendant made material misrepresentations and/or omissions regarding the safety and reliability of the Products, including but not limited to:

- a. Misrepresenting that the Products were safe for consumer use;
- b. Failing to disclose that the Products had a design defect that could cause unintentional activation of the heating elements;
- c. Concealing the risks of fire, injury, and property damage associated with the Products;
- d. Continuing to market and sell the Products despite knowledge of these defects and associated hazards.

114. Defendant knew or should have known that the misrepresentations and omissions with the intent that consumers, including Plaintiff, would rely upon them when purchasing the Products.

115. As a direct and proximate result of Defendant's deceptive and unfair conduct, Plaintiff and members of the Class have suffered ascertainable losses, including but not limited to: overpayment for a defective and hazardous product; costs associated with mitigating the risk of fire and injuries, including repair of the Defect, or monitoring and safeguarding the range when not in use; and diminished value of the Products.

116. Defendant's fraudulent conduct was intentional, willful and malicious.

117. Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as costs and attorneys' fees, available under law.

COUNT VI

STRICT LIABILITY- FAILURE TO WARN

(On behalf of Plaintiff and the Classes)

118. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

119. Defendant had a duty to warn Plaintiff and the Class members regarding the Defect, that being the risk of harming consumers due to a fire hazard, within the Products.

120. Defendant, which is engaged in the business of selling, manufacturing and supplying the Products, placed them into the stream of commerce in a defective and unreasonably dangerous condition such that the foreseeable risks exceeded the benefits associated with the design and/or formulation of the Products.

121. The Products supplied to Plaintiff and Class Members were defective in design and formulation and unreasonably dangerous when they left the hands of Defendant and reached consumers, including Plaintiff and Class Members, without substantial alteration in the condition in which they were sold.

122. Defendant was in a superior position to know of the Defect, yet as outlined above, chose to do nothing when the defect became known to it.

123. Defendant failed to provide adequate warnings regarding the risks of the Product after knowledge of the Defect was known only to it.

124. Defendant had information regarding the true risks but failed to warn Plaintiff and members of the Classes.

125. Despite its knowledge of the Defect and obligation to unilaterally strengthen the warnings, Defendant instead chose to actively conceal this knowledge from the public.

126. Plaintiff and members of the Classes would not have purchased, chosen, and/or paid for all or part of the Products if they knew of the Defect and the risks associated with the Products.

127. This Defect proximately caused Plaintiff and Class members' damages.

128. The Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as costs and attorneys' fees, available under law.

COUNT VII

STRICT LIABILITY- DESIGN AND FORMULATION DEFECT

(On behalf of Plaintiff and the Classes)

129. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

130. The design and formulation of the Products was defective and unreasonably dangerous.

131. The risk of fire hazard contained within the Products creates unreasonable danger.

132. The design and formulation of the Products rendered them not reasonably fit, suitable, or safe for their intended purpose.

133. The risk of fire hazard contained within the Products outweighed the benefits and rendered the Products unreasonably dangerous.

134. Defendant's Products were defective because the design and formulation of the Products included a defect which could create a fire hazard. After Defendant knew or should have known of the risk of fire hazard found in the Products, Defendant continued to promote the Products as safe and effective to the Plaintiff, Class Members, and public.

135. There are other Ranges that do not pose the risk of fire hazard, meaning that there were other means of production available to Defendant.

136. The Product is unreasonably unsafe, and the Product should not have been sold in the market.

137. The Product did not perform as an ordinary consumer would expect.

138. The Defendant's negligent design/formulation of the Product is the proximate cause of damages to the Plaintiff and the Class members.

139. Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as cost and attorneys' fees, available under law.

COUNT VIII

NEGLIGENT FAILURE TO WARN

(On behalf of the Plaintiff and the Classes)

140. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

141. Defendant owed Plaintiff and Class members a duty of care and to warn of any risks associated with the Products.

142. Defendant knew or should have known of the defect but failed to warn Plaintiff and Members of the Classes.

143. Plaintiff and the Class had no way of knowing of the Products' latent defect.

144. Defendant's failure to warn caused Plaintiff and Class members economic damages and injuries in the form of lost value due to the fire hazard posed by the Defect.

145. Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as cost and attorneys' fees, available under law.

COUNT IX

NEGLIGENT DESIGN AND FORMULATION DEFECT

(On behalf of Plaintiff and the Classes)

146. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

147. Defendant owed Plaintiff and the Classes a duty to design and formulate the Products in a reasonable manner.

148. The design and formulation of the Products was defective and unreasonably dangerous, causing exposure to a material with harmful effects. Thus, the Product is now worthless.

149. The design and formulation of the Products caused them to not be fit, suitable, or safe for their intended purpose. The dangers of the Products outweighed the benefits and rendered the product unreasonably dangerous.

150. There are other ranges that do not expose the consumers to a fire hazard.

151. The risk/benefit profile of the Products was unreasonable, and the Products should have had stronger and clearer warnings or should not have been sold in the market.

152. The Defendant's negligent design/formulation of the Products was the proximate cause of damages to the Plaintiff and the Class members.

153. Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as cost and attorneys' fees, available under law.

COUNT X

NEGLIGENCE

(On behalf of Plaintiff and the Classes)

154. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

155. Defendant owed a duty to consumers to produce a product that was safe for its intended use.

156. Defendant breached this duty by producing a product that was dangerous for its intended use. Defendant knew or should have known that defective Ranges would cause injuries once exposed to humans and thus be worthless as safe-to-use Products.

157. As a direct result of this breach, Plaintiff suffered injury in that Plaintiff has been deprived of their benefit of the bargain. Plaintiff's injuries were caused in fact by Defendant's breach. But for Defendant's negligent manufacture and improper oversight, Plaintiff would not have been injured.

158. Further, Plaintiff's injuries were proximately caused by Defendant's breach. It is foreseeable that poorly designed and formulated Ranges would cause injury, and it is foreseeable that a user would lose their benefit of the bargain if they purchased dangerous Products.

159. Plaintiff and Class members have suffered damages in an amount to be determined at trial and are entitled to any incidental, consequential, and other damages and other legal and equitable relief, as well as cost and attorneys' fees, available under law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and each member of the proposed Class, respectfully requests that the Court enter judgment in their favor and for the following specific relief against Defendant as follows:

1. Certifying the Class as proposed herein, designating Plaintiff as Class representative, and appointing undersigned counsel as Class Counsel;
2. Declaring that Defendant is financially responsible for notifying the Proposed Classes Members of the pendency of this action;
3. Award all actual, general, special, incidental, statutory, and consequential damages to which Plaintiff and Class Members are entitled;
4. Scheduling a trial by jury in this action;
5. For prejudgment interest on all amounts awarded, at the prevailing legal rate;
6. For an award of attorney's fees, costs, and litigation expenses, as allowed by law; and
7. For all other Orders, findings, and determinations identified and sought in this Complaint.

JURY DEMAND

Plaintiff, individually and on behalf of all those similarly situated, hereby requests a jury trial, pursuant to Federal Rule of Civil Procedure 38, on any and all claims so triable.

Dated: March 7, 2025

Respectfully submitted,

/s/ Lisa R. Considine
Lisa R. Considine
Mason A. Barney*

Leslie L. Pescia*
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**Pro hac vice application forthcoming*

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Attorneys for Plaintiff and the Class

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

ERICK ADAMS, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Dallas County, TX (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Lisa R. Considine, Siri & Glimstad LLP, 745 5th Ave. Suite 500, New York, NY 1015, 212-532-1091

DEFENDANTS

LG ELECTRONICS USA INC

County of Residence of First Listed Defendant Bergen County, NJ (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: Breach of Warranty, Consumer Fraud, Unjust Enrichment, etc.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5000000. CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER 2:25-cv-1723

DATE 3/7/2025 SIGNATURE OF ATTORNEY OF RECORD /s/ Lisa R. Considine

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I. **(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- I. **(b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- I. **(c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
 - Original Proceedings. (1) Cases which originate in the United States district courts.
 - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 - Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
 - PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: