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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

14 TREVOR GILILLAND, individually
15 and on behalf of all others similarly
16 situated,

17 *Plaintiff,*

18 v.

19 SAMSUNG ELECTRONICS
20 AMERICA, INC.,

21 *Defendant.*
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Case No. 2:25-cv-09841

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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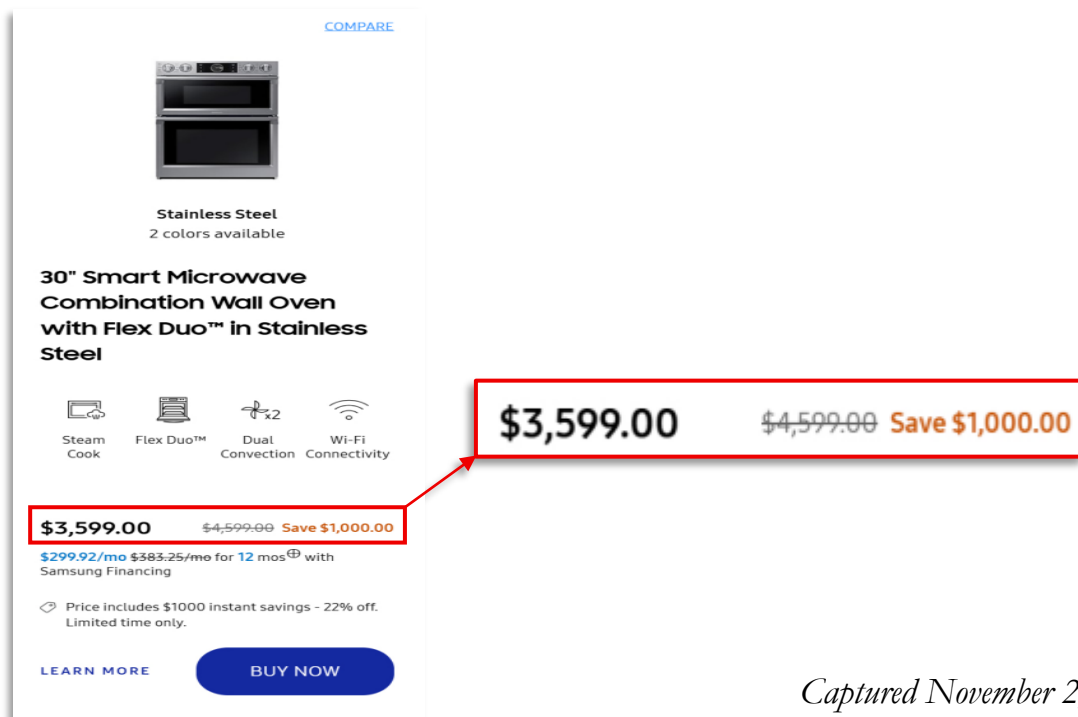
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I. Introduction.

1. When a product is advertised as being on sale, this drives purchases. And there is nothing wrong with a legitimate sale. But some companies take advantage of consumers with fake sales: deceptive sales that aren't really discounts off the true regular price. To protect consumers, the law prohibits such deceptive sales.

2. Defendant Samsung Electronics America, Inc. ("Samsung" or "Defendant") makes, markets, and sells home appliances, including refrigerators, ovens, ranges, dishwashers, microwaves, cooktops and hoods, washers, and dryers (the "Samsung Appliance Products," "Appliance Products," or "Products"). The Products are sold online through Defendant's website, www.samsung.com.

3. On its website, Defendant advertises substantial discounts off of its Appliance Products; for example, by including the sale price (e.g., \$1,699.00) nearby the purported regular price shown in strikethrough front (e.g., ~~\$2,399.00~~), next to a representation, often in in colorful font, that consumers will "Save \$X" by purchasing the product (e.g. **Save \$700.00**). Examples are shown below:



Captured November 2, 2022

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Bespoke 4-Door Flex™ Refrigerator (29 cu. ft.) in Navy Glass
28.6 cu. ft.

Bespoke Counter Depth 4-Door Flex™ Refrigerator (23 cu. ft.) in Navy Glass
22.8 cu. ft.

21 cu. ft. Top Freezer Refrigerator with FlexZone™ in Black Stainless Steel
21.2 cu. ft.

\$2,599.00 ~~\$4,099.00~~ Save \$1,500.00

\$2,099.00 ~~\$4,199.00~~ Save \$2,100.00

\$674.50 ~~\$1,349.00~~ Save \$674.50

\$2,599.00 ~~\$4,099.00~~ Save \$1,500.00

\$2,099.00 ~~\$4,199.00~~ Save \$2,100.00

\$674.50 ~~\$1,349.00~~ Save \$674.50

\$108.29/mo ~~\$179.79/mo~~ for 24 mos¹⁰ with Samsung Financing

\$87.46/mo ~~\$174.96/mo~~ for 24 mos¹⁰ with Samsung Financing

\$56.21/mo ~~\$112.42/mo~~ for 12 mos¹⁰ with Samsung Financing

Eligible for local energy rebate

Price includes \$1500 instant savings - 37% off. Limited time only.

Price includes \$1500 instant savings - 36% off. Limited time only.

Price includes \$675 instant savings - 50% off. Limited time only.

LEARN MORE BUY NOW

LEARN MORE BUY NOW

LEARN MORE BUY NOW

Captured January 2, 2023

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Bespoke 7.6 cu. ft. Ultra Capacity Gas Dryer with AI Optimal Dry and Super Speed Dry
4.3 (51)

Bespoke 7.6 cu. ft. Ultra Capacity Electric Dryer with Super Speed Dry
4.5 (164)

Bespoke 7.6 cu. ft. Ultra Capacity Electric Dryer with AI Optimal Dry
4.6 (152)

\$1,199.00 ~~\$1,649.00~~ Save \$450.00

\$999.00 ~~\$1,399.00~~ Save \$400.00

\$1,099.00 ~~\$1,549.00~~ Save \$450.00

Starting from **\$99.92/mo** ~~\$137.42/mo~~ for 12 mos¹⁰ with Samsung Financing

Starting from **\$83.26/mo** ~~\$116.58/mo~~ for 12 mos¹⁰ with Samsung Financing

Starting from **\$91.59/mo** ~~\$129.08/mo~~ for 12 mos¹⁰ with Samsung Financing

Price includes \$450 instant savings - 27% off. Limited time only.

Price includes \$400 instant savings - 29% off. Limited time only.

Price includes \$450 instant savings - 29% off. Limited time only.

LEARN MORE BUY NOW

LEARN MORE BUY NOW

LEARN MORE BUY NOW

Captured May 3, 2024

The image displays three product cards for Samsung cooktops, each with a 'COMPARE' link at the top right. The first card is for a '30\"/>

Captured August 1, 2025

4. But Defendant does not sell its Products for the listed regular strikethrough prices. The list prices Defendant advertises are not actually Defendant's regular prices, because Defendant's Products are almost always available for much less than that.

5. As described in greater detail below, Mr. Gililand bought a Smart Slide-in Induction Range and a Bespoke 4-Door French Door Refrigerator from Defendant from its website, www.samsung.com. Defendant represented that the Products Mr. Gililand purchased had regular prices and were being sold to him at a specific discount from those purported regular prices. And based on Defendant's representations, Mr. Gililand believed that he was purchasing Products whose regular prices and market values were the purported list prices that Defendant advertised and that he was receiving a substantial discount. These reasonable beliefs are what caused Mr. Gililand to buy from Defendant when he did.

1 6. The representations Mr. Gililand relied on, however, were not true. The
2 purported regular prices were not the true regular prices that Defendant sells the
3 Products for and the purported discount was not the true discount. Had Defendant been
4 truthful, Mr. Gililand and other consumers like him would not have purchased
5 Defendant's Products, or would have paid less for them.

6 7. Plaintiff brings this case for himself and the other California customers
7 who purchased Samsung Appliance Products from Defendant, advertised at a purported
8 discount.

9 **II. Parties.**

10 8. Plaintiff Trevor Gililand is domiciled in Los Angeles, CA.

11 9. The proposed class includes citizens of California.

12 10. Defendant Samsung Electronics America, Inc. is a New York corporation
13 with a principal place of business in Englewood Cliffs, New Jersey.

14 **III. Jurisdiction and Venue.**

15 11. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2).
16 The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the
17 matter is a class action in which one or more members of the proposed class are citizens
18 of a state different from Defendant.

19 12. The Court has personal jurisdiction over Defendant because Defendant
20 sold Samsung Appliance Products to consumers in California, including to Plaintiff.

21 13. Venue is proper under 28 U.S.C. § 1391(b)(1), 28 U.S.C. § 1391(c)(2), and
22 28 U.S.C. § 1391(d) because Defendant is subject to personal jurisdiction in this District
23 with respect to this action, and would be subject to personal jurisdiction in this District
24 if this District were a separate state, given that Defendant sold Samsung Appliance
25 Products to consumers in California and this District, including to Plaintiff. Venue is
26 also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of Defendant's
27 conduct giving rise to the claims occurred in this District, including Defendant's sale to
28 Plaintiff.

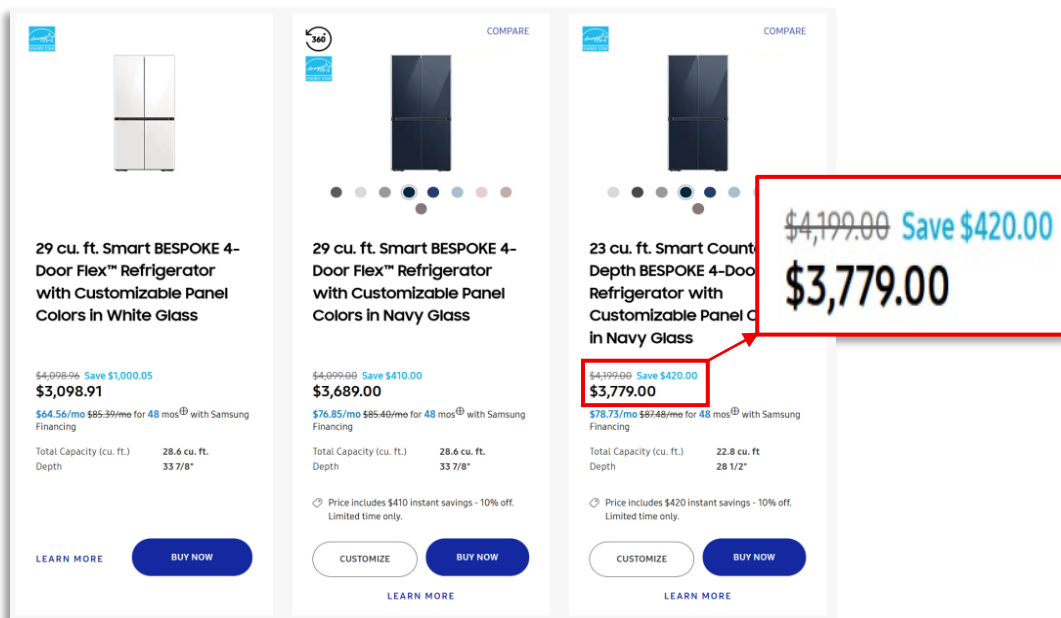
IV. Facts.

A. Defendant's fake sales and discounts.

14. Defendant Samsung makes, markets, and sells home appliances, including refrigerators, ovens, ranges, microwaves, dishwashers, cooktops and hoods, washers, and dryers. Samsung sells its Products directly to consumers online, through its website, www.samsung.com.

15. On its website, Defendant creates the false impression that its Products' regular prices are higher than they truly are.

16. At any given time, Defendant's website advertises substantial discounts on its Appliance Products, including on product category pages (for example, "Refrigerators" or "Ranges"), on individual product pages, and during checkout. At each stage, Defendant advertises the Appliance Products with purported discount prices alongside the purported regular prices for the Product. The purported regular prices are shown in strikethrough font, or else are shown as what "was" the price, prior to the sale. It also regularly includes representations in colorful font that consumers will "Save \$X" by purchasing a Product. Example screenshots are provided on the following pages:



Captured May 2, 2022

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COMPARE	COMPARE	COMPARE
Fingerprint Resistant Black Stainless Steel 2 colors available	Stainless Steel 2 colors available	Fingerprint Resistant Black Stainless Steel 2 colors available
30" Smart Double Wall Oven with Steam Cook in Black Stainless Steel	30" Smart Microwave Combination Wall Oven with Flex Duo™ in Stainless Steel	30" Smart Double Wall Oven with Flex Duo™ in Black Stainless Steel
\$3,099.00 \$4,099.00 Save \$1,000.00 \$258.26/mo \$341.58/mo for 12 mos [†] with Samsung Financing	\$3,599.00 \$4,599.00 Save \$1,000.00 \$299.92/mo \$383.25/mo for 12 mos [†] with Samsung Financing	\$3,399.00 \$4,599.00 Save \$1,200.00 \$283.25/mo \$383.25/mo for 12 mos [†] with Samsung Financing
Price includes \$1000 instant savings - 24% off. Limited time only.	Price includes \$1000 instant savings - 22% off. Limited time only.	Price includes \$1200 instant savings - 26% off. Limited time only.
LEARN MORE BUY NOW	LEARN MORE BUY NOW	LEARN MORE BUY NOW

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Captured July 24, 2023

COMPARE	COMPARE	COMPARE
Fingerprint Resistant Black Stainless Steel 2 colors available	Fingerprint Resistant Black Stainless Steel 2 colors available	Fingerprint Resistant Black Stainless Steel 2 colors available
30" Smart Gas Cooktop with 22K BTU Dual Power Burner in Black Stainless Steel	36" Smart Gas Cooktop with Illuminated Knobs in Black Stainless Steel	36" Smart Gas Cooktop with 22K BTU Dual Power Burner in Black Stainless Steel
From \$1,449.00 when you recycle [®] \$1,949.00 Save \$500.00 Starting from \$120.76/mo \$162.42/mo for 12 mos [†] with Samsung Financing	From \$1,399.00 when you recycle [®] \$1,849.00 Save \$450.00 Starting from \$116.59/mo \$154.08/mo for 12 mos [†] with Samsung Financing	From \$1,549.00 when you recycle [®] \$2,049.00 Save \$500.00 Starting from \$129.09/mo \$170.75/mo for 12 mos [†] with Samsung Financing

Captured September 2, 2024

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Bespoke 7.6 cu. ft. Ultra Capacity Electric Dryer with Super Speed Dry [Show more](#)
★★★★☆ 4.2 (232)
Eligible for next-day delivery Order by 3PM EDT to qualify.
\$1,099.00 ~~\$1,399.00~~ Save \$300.00
Starting from \$45.80/mo \$58.29/mo for 24 mos¹⁰ with Samsung Financing

Bespoke 7.6 cu. ft. Ultra Capacity Gas Dryer with Super Speed Dry [Show more](#)
★★★★☆ 4.2 (232)
Eligible for next-day delivery Order by 3PM EDT to qualify.
\$1,199.00 ~~\$1,499.00~~ Save \$300.00
Starting from \$49.96/mo \$62.46/mo for 24 mos¹⁰ with Samsung Financing

7.4 cu. ft. Smart Gas Dryer with Steam Sanitize+ in White
★★★★☆ 3.2 (17)
Eligible for next-day delivery Order by 3PM EDT to qualify.
\$899.00 ~~\$1,099.00~~ Save \$200.00
Starting from \$74.91/mo \$91.56/mo for 12 mos¹⁰ with Samsung Financing

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Captured July 23, 2025

25 cu. ft. 33" 3-Door French Door Refrigerator with Beverage Center™ in Stainless Steel

Total **\$1,599.00** ~~\$2,399.00~~ Samsung Financing starting from **\$133.25/mo** ~~\$199.92/mo~~ for 12 months¹⁰ [ADD TO CART](#)

Benefits Specs Reviews Support Related

Get exclusive, extra savings with Samsung Rewards

Price includes \$800 instant savings - 33% off. Limited time only

Total \$1,599.00 ~~\$2,399.00~~

Key Features

- Beverage Center
- Dual Ice Maker
- Smart Things
- Wi-Fi Connectivity

- Create a stylish kitchen with the Stainless Steel Counter Depth 3-Door French Door Refrigerator from Samsung
- Beverage Center™ dispenses filtered water, includes AutoFill Water Pitcher
- Dual Auto Ice Maker for cubed ice or Ice Bites™ that chill your drink faster
- Large capacity fridge with bottom freezer and SpaceMax™ technology that creates extra space without compromising energy efficiency

Delivery details

Ensure product is available and get estimated delivery date.

Enter Zip Code

Free in-store pickup now available near you

Buy online and pickup same day at nearby Samsung or Best Buy stores. Check availability by changing your store or zip code below, and finalize during checkout.

Captured November 5, 2024

Labor Day Savings

6.0 cu. ft. Smart Freestanding Gas Range with No-Preheat Air Fry & Convection in Stainless Steel

\$799.00
was \$1,149.00 **Save \$350.00**

ADD TO CART

Features Specs

View in 360



Color
Fingerprint Resistant Stainless Steel

Type
Electric Gas

Offers

- Buy more, save more**
Bundle and save up to an extra \$500 on eligible home appliances. Save an additional \$100 if you include a Bespoke Refrigerator.¹
- Save 50% on a matching Range Hood**
With purchase of an eligible Samsung Range or Cooktop.²
- Double your Samsung Rewards points redemption**
For a limited time, redeem your Samsung Rewards points at 2x value towards any appliance purchase.³
- Samsung Shop App**
Unlock exclusive offers only on Samsung Shop App
[Learn More](#)

+9 more

Captured August 28, 2025

Labor Day Savings

5.5 cu. ft. Extra-Large Capacity Smart Top Load Washer with Super Speed Wash in Brushed Black

\$749.00
was \$1,099.00 **Save \$350.00**

ADD TO CART

Features Specs

Enjoy free shipping with

View in 360



Offers

- Buy more, save more**
Bundle and save up to an extra \$500 on eligible home appliances. Save an additional \$100 if you include a Bespoke Refrigerator.¹
- Double your Samsung Rewards points redemption**
For a limited time, redeem your Samsung Rewards points at 2x value towards any appliance purchase.³
- Samsung Shop App**
Unlock exclusive offers only on Samsung Shop App
[Learn More](#)
- Check Eligibility for Exclusive Offers**
Offer automatically applied
[Learn More](#)

Captured August 28, 2025

Cart Zip code: 90404

6.0 cu. ft. Smart Freestanding Gas Range with No-Preheat Air Fry & Convection in Stainless Steel
SKU#NX60A6511SS/AA

\$799.00
~~\$1149.00~~

Delivers to: 90404
Get it by Sep. 1

Install Appliance - Gas
\$44.98

Samsung VIP Advantage
Get 2 Yr Care+ Plan, 3% in Rewards and other FREE perks. Auto-renews annually. Add 2 Yr. Care+ (without theft and loss) to Cart
\$149.99

Total Savings $\wedge$ **\$350.00**

Promotional Discount(s) **-\$350.00**
6.0 cu. ft. Smart Freestanding Gas Range with No-Preheat Air Fry & Convection in Stainless Steel **-\$350.00**

Order summary

Promo/Referral code
Enter promo code Apply

Subtotal (1 item) **\$799.00**
Shipping Will be calculated later
Estimated tax Will be calculated later

Estimated Total **\$799.00**
or starting from \$33.3/mo for 24 months Φ

Checkout
PayPal amazon pay

Total Savings $\wedge$ **\$350.00**

Promotional Discount(s) **-\$350.00**
6.0 cu. ft. Smart Freestanding Gas Range with No-Preheat Air Fry & Convection in Stainless Steel **-\$350.00**

Captured August 28, 2025

17. Defendant regularly represents that its purported sales are time-limited promotions tied to specific holidays or events (for example, “Memorial Day Deals,” or “Holiday Deals”). For example, in late May and early June 2023, Defendant was advertising a “Memorial Day Deal[]” where consumers could save “up to \$1,200” on fridges. On May 30, 2023, Defendant’s website showed the following:

Memorial Day Deals

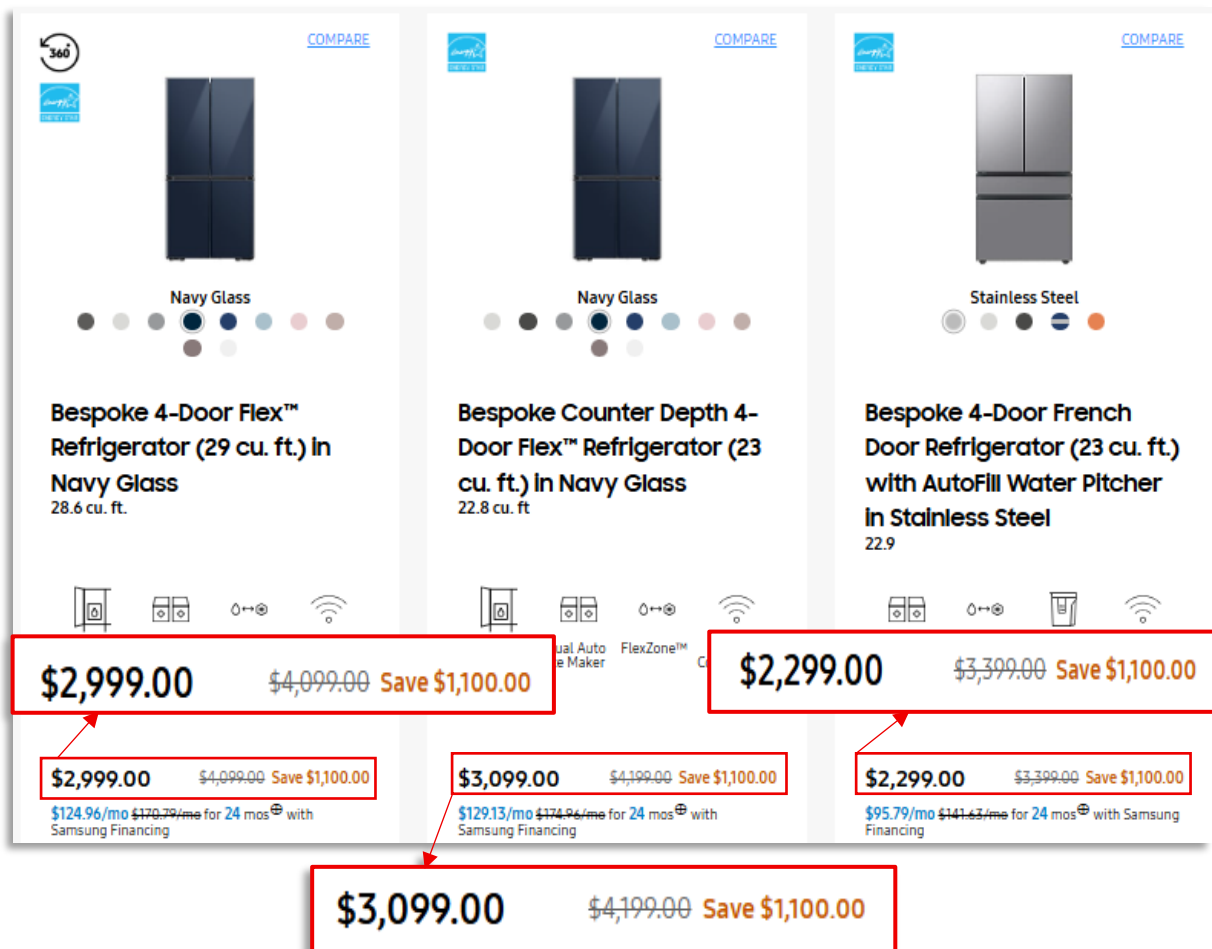
Save up to \$1,200 on fridges

Upgrade your kitchen and save big with a stylish new fridge this Memorial Day.*

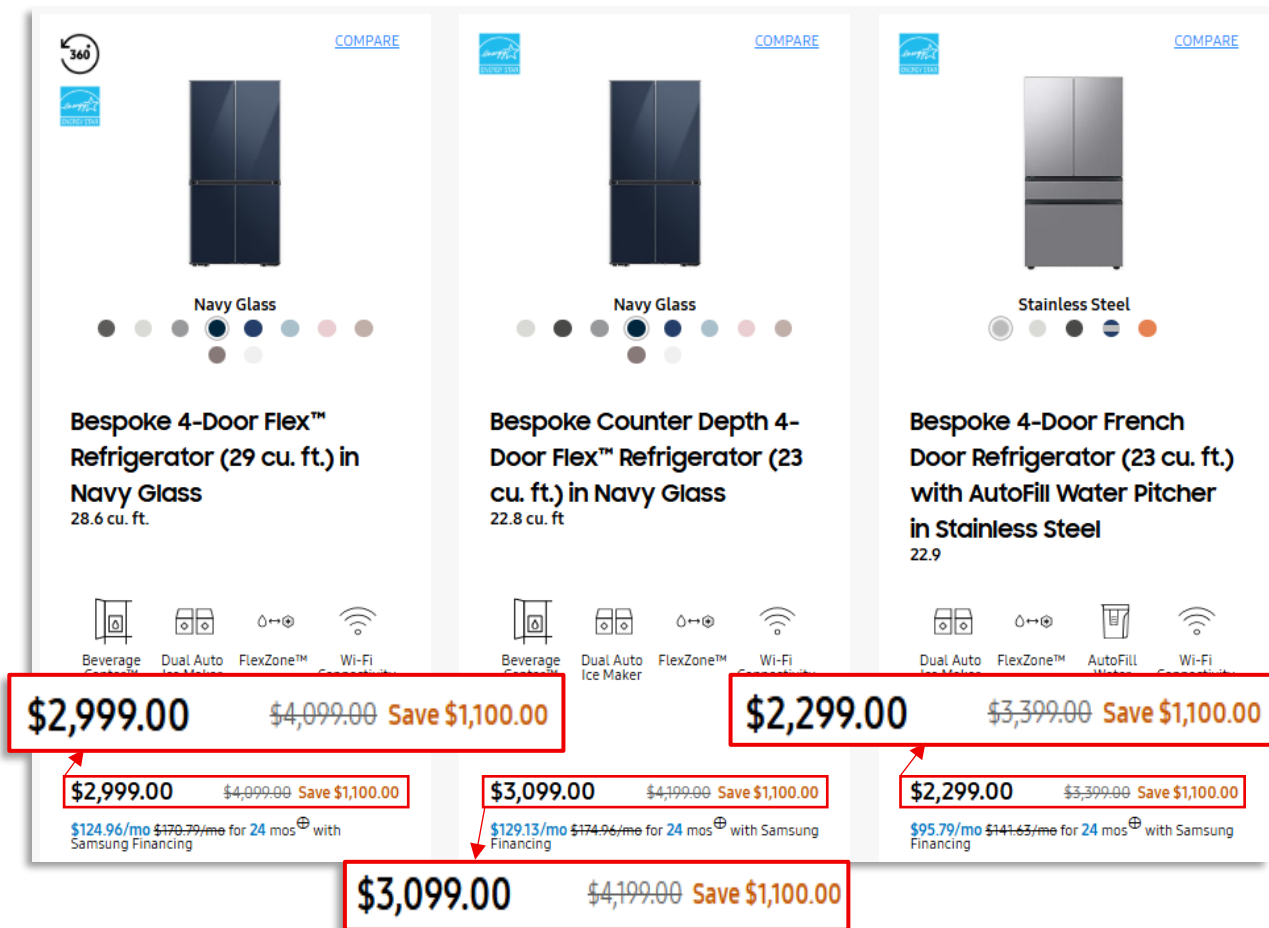
Captured May 30, 2023

18. To reasonable consumers, this means that shortly after Memorial Day, Defendant's Products will no longer be on sale and will retail at their purported regular prices. But, instead, immediately after purportedly time-limited sales end, Defendant generates another similar discount.

19. For example, on May 30, 2023—the date of the advertised sale shown above—every refrigerator shown on the first page of Defendant's "Refrigerators" page was listed with a purported regular price in strikethrough font and a much lower purported sale price, supposedly on account of the Memorial Day Sale. But each refrigerator was shown with the exact same purportedly discounted price as also offered on June 9, 2023, when the Memorial Day sale had ended (and was no longer advertised). The following screenshot shows the prices of the first three refrigerators listed on the "Refrigerators" page on May 30, 2023, during the Memorial Day Sale:



20. And the next screenshot shows that the same products have the exact same prices on June 9, 2023 (as does every other refrigerator on the first page of Defendant's "Refrigerators" page), after the Memorial Day sale had ended:



21. To confirm that Defendant consistently offers supposed discounts off of its purported regular prices, Plaintiff's counsel performed an extensive investigation of Defendant's pricing practices over the last several months and years.

22. First, using the Internet Archive's Wayback Machine (available at www.archive.org)¹ and screen capture software, Plaintiff's counsel collected screenshots from Defendant's Samsung.com website showing the supposed list price and supposed discount price for Defendant's products for the period 2023-present. In particular,

¹ The Internet Archive, available at archive.org, is a library that archives web pages. <https://archive.org/about/>.

1 Plaintiff's counsel collected one randomly selected screenshot per month, where
2 available,² for each month from January 2023 to August 2025, for two product
3 categories (Refrigerators and Cooktops & Hoods). That investigation demonstrated that
4 during that timeframe Defendant persistently offered for sale and sold its Products at the
5 supposed discount price the vast majority of the time, and rarely sold its Products at the
6 supposed list price. Indeed, on each of the 31 screenshots collected of the Refrigerators
7 page and the 30 screenshots collected of the Cooktops & Hoods page, either all or the
8 vast majority (at least about 90% for Refrigerators, and at least about 80% for Cooktops
9 & Hoods) of Defendant's listed products were advertised at a steep discount from the
10 supposed list prices. This shows that Defendant almost always offers discounts on the
11 vast majority of its products, meaning that the supposed list prices are not the regular
12 prices at which Defendant sells its Products and instead are inflated prices at which
13 Defendant rarely or ever sells its Products.

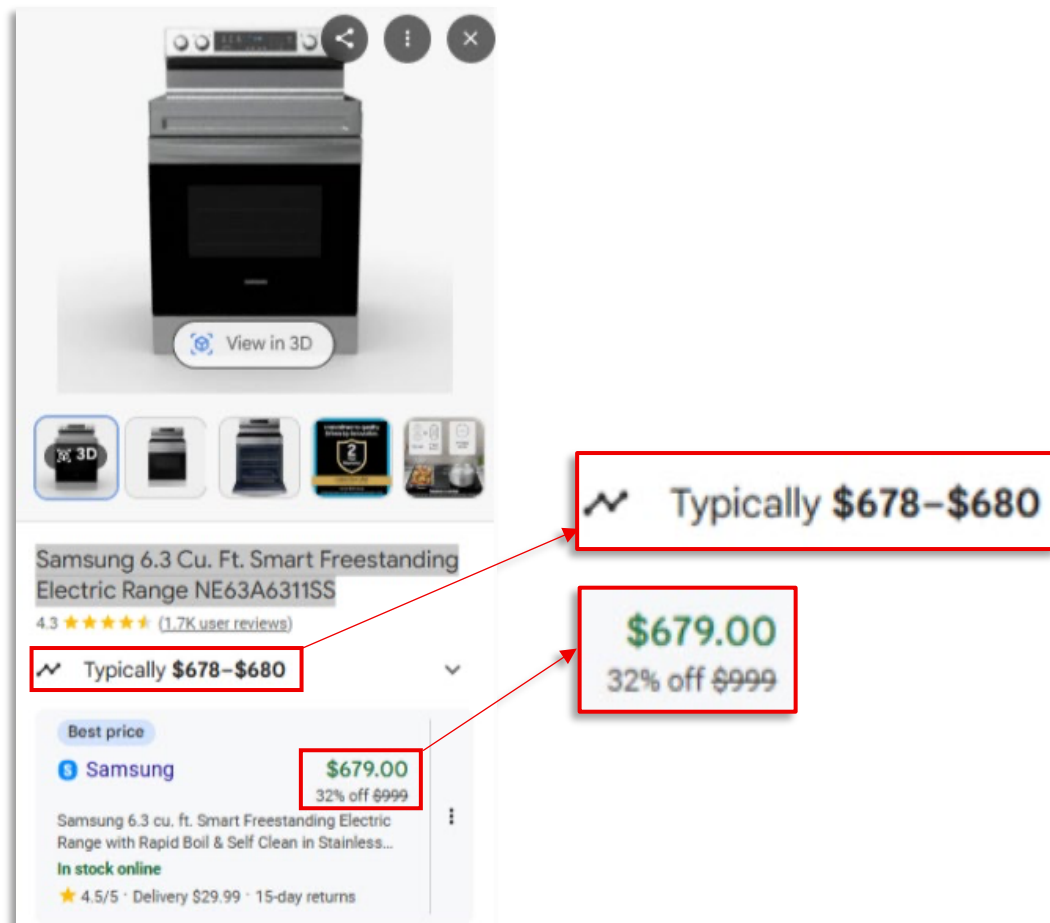
14 23. Second, to further confirm that Defendant's Appliance Products are
15 typically sold at the supposed discount prices and rarely if ever sold at the supposed list
16 prices, Plaintiff's Counsel conducted a second investigation using the Google Shopping
17 tool. Google Shopping provides "typical[]" prices for many products that are offered for
18 sale on the internet. These prices are "based on stores across the web over the past 3
19 months" and thus allow consumers to understand the prices at which a product has
20 actually been sold in the prior three-month period.³ Here, on August 29, 2025, Plaintiff's
21 Counsel searched for "Samsung Appliances" on Google Shopping, and reviewed the
22 "typical[]" prices of the first twenty-five listed Products sold by Samsung for which
23 Google provided a typical price. Counsel then compared that typical price—the price at
24 which the product was typically sold across the web for the prior three months—to

25 ² Screenshots were available for both product categories for most months. For the
26 Refrigerator page, no functioning screenshot was available on Wayback for March 2025.
27 For the Cooktops & Hoods page, no functioning screenshot was available on Wayback
28 for November or December 2025.

³ <https://support.google.com/faqs/answer/10675605?hl=en>.

Defendant's purported regular price. The results of this investigation showed that the supposed list prices advertised by Defendant on that day were not the typical prices for its Products over the preceding three months. Instead, they were grossly inflated prices at which the Products rarely, if ever, sold during the preceding three months.

24. For example, the first Product listed on Google Shopping was the Samsung 6.3 Cu. Ft. Smart Freestanding Electric Range. It was listed as on sale on Defendant's website for a discounted price of \$679, with a purported regular price of \$999. But Google Shopping revealed that in the past three months, it has typically sold for between \$678-\$680, essentially the same as Samsung's purportedly discounted price:



25. Every one of the twenty-five Products reviewed on Google Shopping, which included a variety of different Appliance Products, was available from Samsung at

1 a purported discount. And for every one of the Products, Google Shopping showed a
2 typical price below—generally substantially below—Defendant’s listed regular prices.

3 26. In short: historical evidence about Defendant’s pricing practices
4 demonstrates that the supposed list prices that Defendant advertises are not Defendant’s
5 typical or regular prices. And evidence about other sellers’ prices demonstrate that those
6 prices are not the typical or prevailing market prices of other sellers’ either.

7 27. Based on Defendant’s advertisements on the Samsung website, reasonable
8 consumers reasonably believe that the list prices Defendant advertises are Defendant’s
9 regular prices and former prices (that is, the prices at which the goods were actually
10 offered for sale on Defendant’s website before the offer went into effect). In other
11 words, reasonable consumers reasonably believe that the list prices Defendant advertises
12 represent the amount that consumers had to pay on Defendant’s website for
13 Defendant’s goods, before the sale began, and will again have to pay for Defendant’s
14 goods when the sale ends. Said differently, reasonable consumers reasonably believe that,
15 prior to the sale, and after the sale ends, consumers buying from Defendant on its
16 website had to (or will have to) pay the list price to get the item without an opportunity
17 to get a discount from that list price.

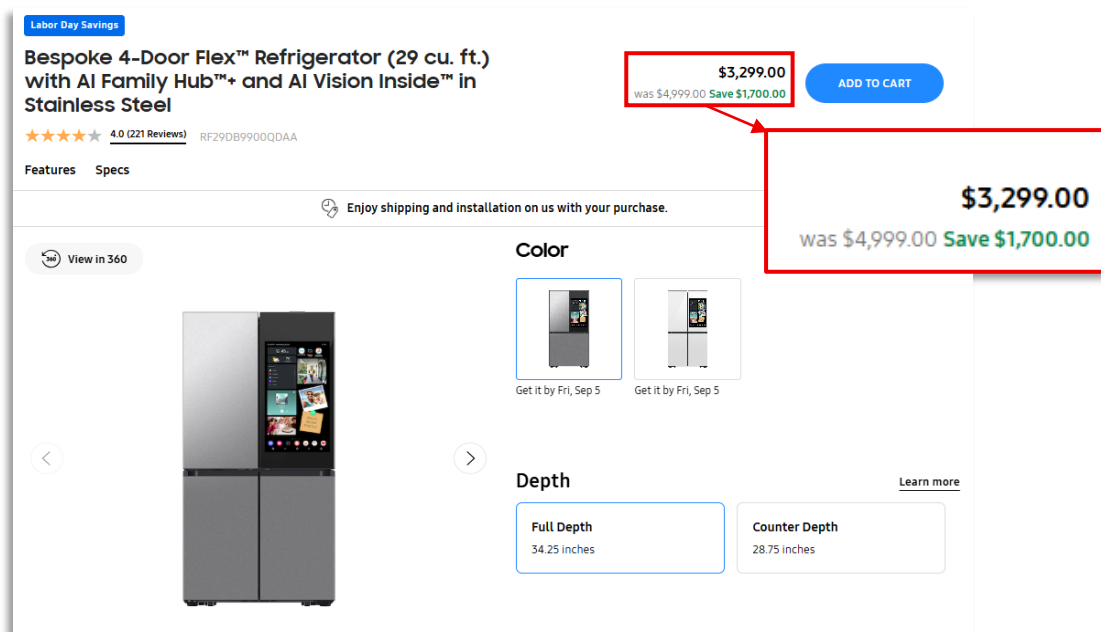
18 28. Reasonable consumers also reasonably believe that the list prices
19 Defendant advertises represent the true market value of the Products, and are the
20 prevailing prices for those Products; and that they are receiving reductions from those
21 listed regular prices in the amounts advertised. In truth, however, Defendant almost
22 always offers discounts off the purported regular prices it advertises. As a result,
23 everything about Defendant’s price and purported discount advertising is false. The list
24 prices Defendant advertises are not actually Defendant’s regular or former prices, or the
25 prevailing prices for the Products Defendant sells. And, the list prices do not represent
26 the true market value for the Products, because Defendant’s Products are almost always
27 available for less than that on Defendant’s website, and customers did not have to
28 formerly pay that amount to get those items. The purported discounts Defendant

advertisises are not the true discounts the customers are receiving, and are often not a discount at all.

B. Defendant's purported regular prices were not the prevailing prices during the three months immediately preceding Defendant's advertisement of the purported discounts.

29. As explained above, Defendant sells its Appliance Products through its website, <https://www.samsung.com>. Some Samsung Appliance Products are also available through third-party websites and retailers, including Amazon, Home Depot, and Best Buy.

30. Samsung Appliance Products are available from third-party websites and retailers for prices below Defendant's listed regular prices. For example, on September 2, 2025, Defendant advertised its "Bespoke 4-Door Flex™ Refrigerator (29 cu. ft.) with AI Family Hub™+ and AI Vision Inside™ in Stainless Steel" at a sale price of \$3,299.00, with a listed regular price of \$4,999.00:



31. On the same day, the Product was available from Best Buy for \$3,299, and from Home Depot for \$3,298:

Best Buy:


Samsung

[Buy more, save more](#)

Samsung - Bespoke 29 Cu. Ft. 4-Door Flex French Door Smart Refrigerator with AI Family Hub+ - Stainless Steel

★★★★★ 4.5 (198 reviews)

\$3,299.99 | **\$137.50/mo.**
 Save \$1,200 or suggested payments with 24-Month Financing
 Comp. Value: \$4,499.99 [Show me how](#)

[Finance Options](#) View your offers >

[Get it for less](#) Ways to save on this item >

[Special Offers](#) On related products >

Counter Depth: **No**

< >

Color: **Stainless Steel**

<   >

Home Depot:


Samsung

Bespoke 29 cu. ft. Standard Depth 4-Door Flex French Door Refrigerator in Stainless Steel with Charcoal Family Hub+

★★★★★ (206) Questions & Answers (37)

\$3,298.00 Was \$4,999.00 Save \$1,701.00 (34%)

[Get up to \\$199 in Rebates for 97317](#)

[Buy More Save More](#)

\$138.00/mo** suggested payments with 24 months** financing [Apply Now](#)

Ends Sep 10

Buy More, Save More

Spend \$996	Spend \$1,996	Spend \$2,996
\$100 Off	\$250 Off	\$450 Off

Item limits may apply per category for discount. [Learn more.](#)

[Shop This Offer](#)

- Large 29 cu. ft. Capacity Standard Depth Refrigerator
- Smart AI Family Hub™+ with the industry's largest screen
- Beverage Center™ gives you quick & easy access to cold water
- [View More Details](#)

Salem Store

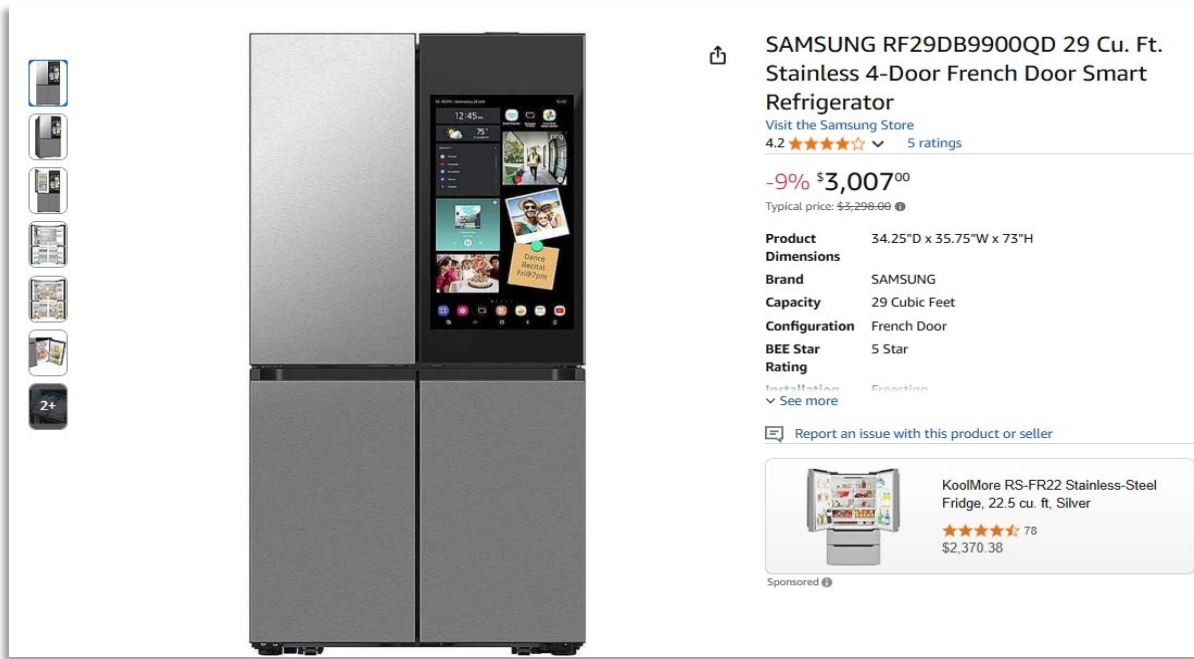
✓ On Display

Color/Finish: Fingerprint Resistant Stainless Steel

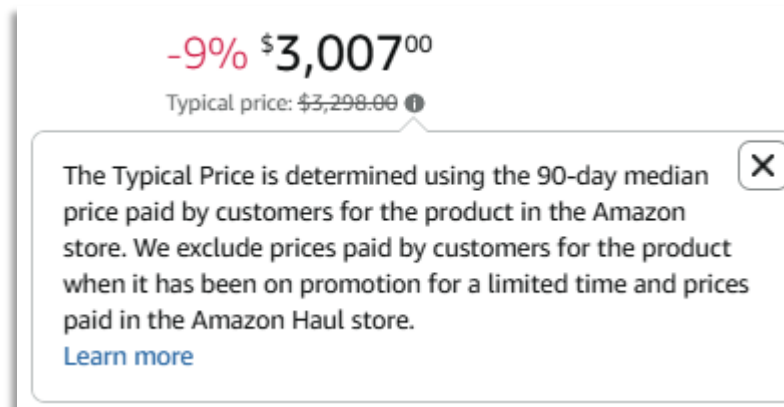
Installation Depth: Standard Depth

Total Capacity (cu. ft.): 28.6 cu ft

32. And, on the same day, the Product was also available on Amazon for \$3,007—far less than even Defendant’s purported discounted price:



33. Plus, Amazon provided a “[t]ypical price” of \$3,298.00 for the Product, and explained that the typical price is “determined using the 90-day median price paid by customers for the product in the Amazon store.” So, in other words, most consumers who purchased the product on Amazon in this 90-day window paid \$3,298.00 or less for this product—meaning that most consumers paid less *than Samsung’s purported discounted price*.



34. Indeed, a third-party Amazon price tracker revealed that, as of September 2, 2025, the Product had *never* sold on Amazon for more than \$3,499, or \$1,500 less than Defendant's purported regular price.

35. This pattern is not limited to this one Samsung Appliance Product. As shown in the chart below, Defendant's Products are routinely sold by third-parties like Amazon, Home Depot, and Best Buy at or around the purported discount prices shown on Defendant's website, rather than its advertised regular prices:

<u>Product</u>	<u>Defendant's Purported Regular Price</u>	<u>Defendant's Purported Discount Price</u>	<u>Third Party Price</u>
1.7 cu. ft. Over-the-Range Microwave in Stainless Steel	\$319 (September 2, 2025)	\$249 (September 2, 2025)	\$248 (Home Depot, September 2, 2025)
6.3 cu. ft. Smart Freestanding Electric Range with Rapid Boil™ & Self Clean in Stainless Steel	\$999 (September 2, 2025)	\$679 (September 2, 2025)	\$679.99 (Best Buy, September 2, 2025)
Bespoke 6.0 cu. ft. Smart Slide-In Gas Range with Smart Oven Camera & Illuminated Precision Knobs in Stainless Steel	\$2,599 (September 2, 2025)	\$1,499 (September 2, 2025)	\$1,498 (Amazon, September 2, 2025)

1 36. And Google Shopping data—which shows a “typical” price for a given
2 product across the internet over the past three months—reveals that each of the four
3 products discussed above had, as of September 2, 2025, typical prices far below
4 Defendant’s purported regular prices. So, this data (along with the Google Shopping
5 Investigation discussed above) shows that Defendant’s Products typically sell for far less
6 than the purported regular prices.

7 37. In short, as the above shows, Defendant’s Appliance Products are regularly
8 available from third-party websites and sellers for less than the purported regular prices
9 that Defendant’s website advertises. This is not surprising, as prices charged on third-
10 party websites and by third-party retailers converge on Defendant’s price, especially since
11 the Products are sold in an e-commerce market and Defendant, the manufacturer, sells
12 the Products directly to consumers through its publicly available website.

13 **C. Defendant’s advertisements are unfair, deceptive, and unlawful.**

14 38. Section 17500 of California’s False Advertising Law prohibits businesses
15 from making statements they know or should know to be untrue or misleading. Cal. Bus.
16 & Prof. Code § 17500. This includes statements falsely suggesting that a product is on
17 sale, when it actually is not.

18 39. Moreover, section 17501 of California’s False Advertising Law specifically
19 provides that “[n]o price shall be advertised as a former price ... unless the alleged
20 former price was the prevailing market price ... within three months next immediately
21 preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

22 40. In addition, California’s Consumer Legal Remedies Act prohibits
23 “advertising goods or services with the intent not to sell them as advertised” and
24 specifically prohibits “false or misleading statements of fact concerning reasons for,
25 existence of, or amounts of price reductions.” Cal. Civ. Code § 1770(a)(9), (13).

26 41. In addition, the Federal Trade Commission’s regulations prohibit false or
27 misleading “former price comparisons,” for example, making up “an artificial, inflated
28 price ... for the purpose of enabling the subsequent offer of a large reduction” off that

1 price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price
2 comparisons.” 16 C.F.R. § 233.1.

3 42. And finally, California’s unfair competition law bans unlawful, unfair, and
4 deceptive business practices. See Cal. Bus. & Prof. Code § 17200.

5 43. Here, as described in detail above, Defendant makes untrue and misleading
6 statements about its prices. Defendant advertises regular prices that are not its true
7 regular prices, or its former prices, and were not the prevailing market price in the three
8 months immediately preceding the advertisement. In addition, Defendant advertised
9 goods or services with the intent not to sell them as advertised, for example, by
10 advertising goods having certain former prices and/or market values without the intent
11 to sell goods having those former prices and/or market values. Defendant made false or
12 misleading statements of fact concerning the reasons for, existence of, and amounts of
13 price reductions, including the existence of steep discounts, and the amounts of price
14 reductions resulting from those discounts. And Defendant engaged in unlawful, unfair,
15 and deceptive business practices.

16 **D. Defendant’s advertisements harm consumers.**

17 44. Based on Defendant’s advertisements, reasonable consumers expect that
18 the list prices Defendant advertises are the regular prices at which Defendant usually
19 sells its Products and that these are former prices that Defendant sold its Products at
20 before the discount was introduced (and will sell at again once the promotion ends).

21 45. Reasonable consumers also expect that, if they purchase during the sale,
22 they will receive an item whose regular price and/or market value is the advertised list
23 price and they will receive the advertised discount from the regular purchase price.

24 46. In addition, consumers are more likely to buy the product if they believe
25 that the product is on sale and that they are getting a product with a higher regular price
26 and/or market value at a substantial discount.

27 47. Reasonable consumers also expect a sale to be time-limited (otherwise, it is
28 not a sale, it is just the regular price).

1 48. Consumers that are presented with discounts are substantially more likely
2 to make the purchase. “Nearly two-thirds of consumers surveyed admitted that a
3 promotion or a coupon often closes the deal, if they are wavering or are undecided on
4 making a purchase.”⁴ And, “two-thirds of consumers have made a purchase they
5 weren’t originally planning to make solely based on finding a coupon or discount,” while
6 “80% [of consumers] said they feel encouraged to make a first-time purchase with a
7 brand that is new to them if they found an offer or discount.”⁵

8 49. Thus, Defendant’s advertisements harm consumers by inducing them to
9 make purchases based on false information. In addition, by this same mechanism,
10 Defendant’s advertisements artificially increase consumer demand for Defendant’s
11 Products. This puts upward pressure on the prices that Defendant can charge for its
12 Products. As a result, Defendant can charge a price premium for its Products, that it
13 would not be able to charge absent the misrepresentations described above. So, due to
14 Defendant’s misrepresentations, Plaintiff and the Class paid more for the Products they
15 bought than they otherwise would have.

16 **D. Plaintiff was misled by Defendant’s misrepresentations.**

17 50. On or around October 24, 2024, Mr. Gililand purchased a 6.3 cu. ft. Smart
18 Slide-in Induction Range with Smart Dial & Air Fry in Stainless Steel and a Bespoke 4-
19 Door French Door Refrigerator (23 cu. ft.) with Beverage Center™ in Stainless Steel
20 from Defendant’s website, www.Samsung.com. He made this purchase while living in
21 Los Angeles, CA.

22 51. Prior to making his purchase, Mr. Gililand visited Defendant’s website and
23 saw that it was advertising a sale on its Appliance Products, including by showing
24
25

26 ⁴ [https://www.invespcro.com/blog/how-discounts-affect-online-consumer-](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/)
27 [buying-behavior/](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/).

28 ⁵ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental
Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

1 purported regular prices in strikethrough font next to purported discount prices for the
2 Products in the manner described above.

3 52. In particular, Defendant's website was advertising that the Smart Slide-in
4 Induction Range he purchased had a regular price of \$3,449, and that the Bespoke 4-
5 Door French Door Refrigerator also had a regular price of \$3,449. Defendant also
6 advertised that both Products were available at a discount from their purported regular
7 prices.

8 53. After reviewing Defendant's website and seeing the promised sale, Mr.
9 Gililand decided to buy the Products, as he wanted to take advantage of the sale. He
10 then remembered that he was eligible for an employer-provided program offering
11 discounts on Defendant's products. To take advantage of both the publicly available sale
12 and the discounts provided through his employer, Mr. Gilliland visited Defendant's
13 website again, this time using a link providing access to the employer-specific discounts.
14 The link provided access to a version of Defendant's website identical in all material
15 respects to the publicly-facing version, but offering even steeper purported discounts off
16 of the (same) purported list prices identified above. In particular, this version of the
17 website advertised a supposed regular price of \$3,449 for the Smart Slide-in Induction
18 Range (the same supposed regular price listed on the publicly available website), and a
19 supposed a discounted price of \$1,299. It also advertised a supposed regular price of
20 \$3,449 for the Bespoke 4-Door French Door Refrigerator (again, the same supposed
21 regular price listed on the publicly available website), and a supposed a discounted price
22 of \$1,566.79. Mr. Gililand went through with the purchase, in reliance on these
23 advertisements. The purported regular and discounted prices were memorialized in the
24 email confirmation sent to Mr. Gililand by Defendant.

25 54. Mr. Gililand read and relied on Defendant's representations on the
26 website, specifically that the Products had the regular prices listed above and were being
27 offered at a discount during the sale. For example, when making his purchase, Mr.
28 Gililand read and relied on Defendant's representations that both the Products he

1 purchased had a regular price of \$3,449. Based on Defendant's representations described
2 and shown above, Mr. Gililand reasonably understood that Defendant regularly (and
3 before the promotion Defendant was advertising) sold the Products he was purchasing
4 at the published regular prices, that these regular prices were the market value of the
5 Products that he was buying, and that he was receiving discounts as compared to the
6 regular prices.

7 55. Plaintiff would not have made the purchases, at the price he paid, if he had
8 known that the Products did not really have the listed regular prices, and that he was not
9 really receiving the promised discount.

10 56. In reality, as explained above, Defendant's products, including the Products
11 that Mr. Gililand purchased, were almost always available at a discounted price of off
12 the purported regular prices. In other words, Defendant did not regularly sell the
13 Products Mr. Gililand purchased at the purported regular price, and the Products were
14 not discounted as promised.

15 57. Mr. Gililand did not discover that the sales were permanent until August
16 2025, in connection with his counsel's investigation of this case. Plaintiff and other
17 reasonable consumers are not fake sale detectives. Reasonable consumers are not
18 monitoring the website every day for months or years. And even a consumer who
19 occasionally checks the website would reasonably believe that there happened to be
20 another legitimate sale. As illustrated above, discovering Defendant's deception required
21 extensive mining of internet archives and tools.

22 58. Plaintiff faces an imminent threat of future harm. Plaintiff would purchase
23 Products from Defendant again in the future if he could feel sure that Defendant's
24 regular prices were honest and that its sales were real. But without a court injunction
25 ordering Defendant to only advertise honest regular prices and honest sales, Plaintiff is
26 unable to rely on Defendant's sales or supposed regular prices in the future, and so
27 cannot purchase Products he would otherwise like to purchase.

E. Defendant breached its contract with and warranties to Mr. Gililand and the putative class.

59. When Mr. Gililand, and other members of the putative class, purchased and paid for the Samsung Appliance Products that they bought, they accepted offers that Defendant made, and thus, a contract was formed each time that they made purchases. Each offer was to provide Products having a particular listed regular price and market value, and to provide those Products at the discounted price.

60. Defendant's website lists the market value of the items that Defendant promised to provide. Defendant agreed to provide a discount equal to the difference between the regular prices, and the prices paid by Mr. Gililand and putative class members. For example, Defendant offered to provide Mr. Gililand (among other things) the Appliance Products he purchased at a discount to the regular prices shown. Defendant also warranted that the regular price and market value of the Products Mr. Gililand purchased were the advertised list prices (e.g., the strikethrough prices) and warranted that Mr. Gililand was receiving a specific discount on the Products.

61. The regular price and market value of the items Mr. Gililand and putative Class Members would receive, and the amount of the discount they would be provided off the regular price of those items that was represented to Mr. Gililand and putative Class Members, were specific and material terms of the contract. They were also affirmations of fact about the Products and a promise relating to the goods.

62. Mr. Gililand and other members of the putative Class performed their obligations under the contract by paying for the items they purchased.

63. Defendant breached its contract by failing to provide Mr. Gililand and other members of the putative Class with Products that have a regular price and market value equal to the regular price displayed, and thus, by failing to provide the promised discounts. Defendant also breached warranties for the same reasons.

F. No adequate remedy at law.

64. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is permitted to seek equitable remedies in the alternative because he has no adequate remedy at law.

65. A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements of Plaintiff's equitable claims are different and do not require the same showings as Plaintiff's legal claims. For example, Plaintiff's FAL claim under Section 17501 (an equitable claim) is predicated on a specific statutory provision, which prohibits advertising merchandise using a former price if that price was not the prevailing market price within the past three months. Cal. Bus. & Prof. Code § 17501. Plaintiff may be able to prove these more straightforward factual elements, and thus prevail under the FAL, while not being able to prove one or more elements of his legal claims.

66. In addition, to obtain a full refund as damages, Plaintiff must show that the Products he bought have essentially no market value. In contrast, Plaintiff can seek restitution without making this showing. This is because Plaintiff purchased Products that he would not otherwise have purchased, but for Defendant's representations. Obtaining a full refund at law is less certain than obtaining a refund in equity.

67. Furthermore, the remedies at law available to Plaintiff are not equally prompt or otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will take longer, and be more expensive, than a bench trial.

68. Finally, legal damages are inadequate to remedy the imminent threat of future harm that Plaintiff faces. Only an injunction can remedy this threat of future harm. Plaintiff would purchase or consider purchasing Products from Defendant again in the future if he could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Plaintiff has no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. Thus,

1 he is unable to rely on Defendant's advertising in the future, and so cannot purchase
2 Products he would like to purchase

3 **V. Class Action Allegations.**

4 69. Plaintiff brings the asserted claims on behalf of the following proposed
5 class:

- 6 • California Class: all persons who, while in the state of California and within
7 the applicable statute of limitations period, purchased one or more
8 Samsung Appliance Products at a discount from Defendant's website.

9 70. The following people are excluded from the proposed class: (1) any Judge
10 or Magistrate Judge presiding over this action and the members of their family; (2)
11 Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in
12 which the Defendant or its parents have a controlling interest and their current
13 employees, officers and directors; (3) persons who properly execute and file a timely
14 request for exclusion from the Class; (4) persons whose claims in this matter have been
15 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and
16 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,
17 successors, and assigns of any such excluded persons.

18 ***Numerosity***

19 71. The proposed class contains members so numerous that separate joinder of
20 each member of the class is impractical. There are tens or hundreds of thousands of
21 class members.

22 ***Predominance of Common Questions***

23 72. There are questions of law and fact common to the proposed class.
24 Common questions of law and fact include, without limitation:

- 25 (1) whether Defendant made false or misleading statements of fact in its
- 26 advertisements;
- 27 (2) whether Defendant violated California's consumer protection statutes;
- 28 (3) whether Defendant committed a breach of contract;

- (4) whether Defendant committed a breach of an express or implied warranty;
 (5) damages needed to reasonably compensate Plaintiff and the proposed class.

Typicality & Adequacy

73. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff purchased Samsung Appliance Products advertised at a discount on Defendant's website. There are no conflicts of interest between Plaintiff and the class.

Superiority

74. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of tens or hundreds of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. Claims.

First Cause of Action:

Violation of California's False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et. seq.

(By Plaintiff and the California Class)

75. Plaintiff incorporates each and every factual allegation set forth above.

76. Plaintiff brings this cause of action on behalf of himself and members of the California Class.

77. Defendant has violated sections 17500 and 17501 of the Business and Professions Code.

78. Defendant has violated, and continues to violate, section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiff and Class members.

79. As alleged more fully above, Defendant advertises former prices along with discounts. Defendant does this, for example, by crossing out a higher price (*e.g.*, ~~\$2,399.00~~) and displaying it alongside a lower, discounted price; by representing that a

1 product “was” a certain price prior to the sale (*e.g.*, “was \$2,399.00”); and by representing
2 that consumers can “save” a certain amount by purchasing a product (*e.g.*, “Save
3 \$700.00”). Reasonable consumers understand prices advertised in strikethrough font and
4 those listed as what a Product’s price “was” previously denote “former” prices, *i.e.*, the
5 prices that Defendant charged before the discount went into effect.

6 80. The prices advertised by Defendant are not Defendant’s regular prices. In
7 fact, those prices are never or almost never Defendant’s prices (*i.e.*, the price you usually
8 have to pay to get the Product in question) because there almost always a promotion
9 ongoing entitling consumers to a discount. Moreover, for the same reasons, those prices
10 were not the former prices of the Products. Accordingly, Defendant’s statements about
11 the former prices of its Products, and its statements about its discounts from those
12 former prices, were untrue and misleading.

13 81. In addition, Defendant has violated, and continues to violate, section 17501
14 of the Business and Professions Code by advertising former prices that were not the
15 prevailing market price within three months next immediately preceding the advertising.
16 As explained above, Defendant’s advertised regular prices, which reasonable consumers
17 would understand to denote former prices, were not the prevailing market prices for the
18 Products within three months preceding publication of the advertisement. And
19 Defendant’s former price advertisements do not state clearly, exactly, and conspicuously
20 when, if ever, the former prices prevailed. Defendant’s advertisements do not indicate
21 whether or when the purported former prices were offered at all.

22 82. Defendant’s misrepresentations were intended to induce reliance, and
23 Plaintiff saw, read, and reasonably relied on the statements when purchasing the
24 Samsung Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s
25 purchase decision.

26 83. In addition, Class-wide reliance can be inferred because Defendant’s
27 misrepresentations were material, *i.e.*, a reasonable consumer would consider them
28 important in deciding whether to buy Samsung Appliance Products.

1 84. Defendant's misrepresentations were a substantial factor and proximate
2 cause in causing damages and losses to Plaintiff and the Class.

3 85. Plaintiff and the Class were injured as a direct and proximate result of
4 Defendant's conduct because (a) they would not have purchased the Products if they
5 had known the truth, (b) they overpaid for the Products because the Products were sold
6 at a price premium due to the misrepresentation, and/or (c) they did not receive the
7 discounts they were promised, and received Products with market values lower than the
8 promised market values.

9 86. For the claims under California's False Advertising Law, Plaintiff seeks all
10 available equitable relief, including injunctive relief, disgorgement, and restitution in the
11 form of a full refund and/or measured by the price premium charged to Plaintiff and the
12 Class as a result of Defendant's unlawful conduct.

13 **Second Cause of Action:**

14 **Violation of California's Consumer Legal Remedies Act (By Plaintiff and the**
15 **California Class)**

16 87. Plaintiff incorporates each and every factual allegation set forth above.

17 88. Plaintiff brings this cause of action on behalf of himself and members of
18 the California Class.

19 89. Plaintiff and the Class are "consumers," as the term is defined by California
20 Civil Code § 1761(d).

21 90. Plaintiff and the Class have engaged in "transactions" with Defendant as
22 that term is defined by California Civil Code § 1761(e).

23 91. The conduct alleged in this Complaint constitutes unfair methods of
24 competition and unfair and deceptive acts and practices for the purpose of the CLRA,
25 and the conduct was undertaken by Defendant in transactions intended to result in, and
26 which did result in, the sale of goods to consumers.

27 92. As alleged more fully above, Defendant made and disseminated untrue and
28 misleading statements of facts in its advertisements to Class members. Defendant did

1 this by using fake regular prices, i.e., regular prices that are not the prevailing prices, and
2 by advertising fake discounts.

3 93. Defendant violated, and continues to violate, section 1770 of the California
4 Civil Code.

5 94. Defendant violated, and continues to violate, section 1770(a)(5) of the
6 California Civil Code by representing that Products offered for sale have characteristics
7 or benefits that they do not have. Defendant represents that the value of its Products is
8 greater than it actually is by advertising inflated regular prices and fake discounts for
9 Products.

10 95. Defendant violated, and continues to violate, section 1770(a)(9) of the
11 California Civil Code. Defendant violates this by advertising its Products as being
12 offered at a discount, when in fact Defendant does not intend to sell the Products at a
13 discount.

14 96. And Defendant violated, and continues to violate section 1770(a)(13) by
15 making false or misleading statements of fact concerning the existence of, or amounts
16 of, price reductions on its website, including by (1) misrepresenting the regular price of
17 Products on its website and (2) advertising discounts and savings that are exaggerated or
18 nonexistent.

19 97. Defendant's representations were likely to deceive, and did deceive,
20 Plaintiff and reasonable consumers. Defendant knew, or should have known through the
21 exercise of reasonable care, that these statements were inaccurate and misleading.

22 98. Defendant's misrepresentations were intended to induce reliance, and
23 Plaintiff saw, read, and reasonably relied on them when purchasing Samsung Appliance
24 Products. Defendant's misrepresentations were a substantial factor in Plaintiff's
25 purchase decision.

26 99. In addition, Class-wide reliance can be inferred because Defendant's
27 misrepresentations were material, i.e., a reasonable consumer would consider them
28 important in deciding whether to buy Samsung Appliance Products.

1 107. Defendant has violated California’s Unfair Competition Law (UCL) by
2 engaging in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three
3 prongs of the UCL).

4 ***The Unlawful Prong***

5 108. Defendant engaged in unlawful conduct by violating the FTC’s regulations,
6 the CLRA, and the FAL as alleged above and incorporated here.

7 ***The Deceptive Prong***

8 109. As alleged in detail above, Defendant’s representations that its Products
9 were on sale, that the Products had specific regular prices, and that the customers were
10 receiving specific discounts were false and misleading.

11 110. Defendant’s representations were misleading to Plaintiff and other
12 reasonable consumers.

13 111. Plaintiff relied upon Defendant’s misleading representations and omissions,
14 as detailed above.

15 ***The Unfair Prong***

16 112. As alleged in detail above, Defendant committed “unfair” acts by falsely
17 advertising that its Products were on sale, that the Products had a specific regular price,
18 and that the customers were receiving discounts.

19 113. Defendant violated established public policy by violating the CLRA and
20 FAL, as alleged above and incorporated here. The unfairness of this practice is tethered
21 to a legislatively declared policy (that of the CLRA and FAL).

22 114. The harm to Plaintiff and the Class greatly outweighs the public utility of
23 Defendant’s conduct. There is no public utility to misrepresenting the price of a
24 consumer product. This injury was not outweighed by any countervailing benefits to
25 consumers or competition. Misleading consumer advertising only injures healthy
26 competition and harm consumers.

1 115. Plaintiff and the Class could not have reasonably avoided this injury. As
2 alleged above, Defendant's representations were deceptive to reasonable consumers like
3 Plaintiff.

4 116. Defendant's conduct, as alleged above, was immoral, unethical, oppressive,
5 unscrupulous, and substantially injurious to consumers.

6 * * *

7 117. For all prongs, Defendant's representations were intended to induce
8 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing
9 Samsung Appliance Products. Defendant's representations were a substantial factor in
10 Plaintiff's purchase decision.

11 118. In addition, Class-wide reliance can be inferred because Defendant's
12 representations were material, i.e., a reasonable consumer would consider them
13 important in deciding whether to buy Samsung Appliance Products.

14 119. Defendant's representations were a substantial factor and proximate cause
15 in causing damages and losses to Plaintiff and the Class members.

16 120. Plaintiff and the Class were injured as a direct and proximate result of
17 Defendant's conduct because (a) they would not have purchased the Products if they
18 had known the discounts and/or regular prices were not real, (b) they overpaid for the
19 Products because the Products were sold at a price premium due to the
20 misrepresentation, and/or (c) they did not receive the discounts they were promised, and
21 received products with market values lower than the promised market values.

22 121. For the claims under California's Unfair Competition Law, Plaintiff seeks
23 all available equitable relief, including injunctive relief, disgorgement, and restitution in
24 the form of a full refund and/or measured by the price premium charged to Plaintiff and
25 the Class as a result of Defendant's unlawful conduct.

Fourth Cause of Action:

Breach of Contract

(By Plaintiff and the California Class)

122. Plaintiff incorporates each and every factual allegation set forth above.

123. Plaintiff brings this cause of action on behalf of himself and the California Class.

124. Plaintiff and Class members entered into contracts with Samsung when they placed orders to purchase Products on Defendant's website.

125. The contracts provided that Plaintiff and Class members would pay Samsung for the Products ordered.

126. The contracts further required that Samsung provides Plaintiff and Class members with Products that have a market value equal to the regular prices displayed on the website. They also required that Samsung provides Plaintiff and Class members with the promised discount. These were specific and material terms of the contract.

127. The specific discounts were a specific and material term of each contract, and were displayed to Plaintiff and Class members at the time they placed their orders.

128. Plaintiff and Class members paid Samsung for the Products they ordered, and satisfied all other conditions of their contracts.

129. Samsung breached its contracts with Plaintiff and Class members by failing to provide Products that had a market value equal to the regular price displayed on its website, and by failing to provide the promised discount. Samsung did not provide the discount that Samsung had promised.

130. As a direct and proximate result of Defendant's breaches, Plaintiff and Class members were deprived of the benefit of their bargained-for exchange, and have suffered damages in an amount to be established at trial.

131. Plaintiff provided Defendant with notice of this breach of contract, by mailing a notice letter to Defendant's registered agent on October 7, 2025.

1 132. For the breach of contract claims, Plaintiff seeks all damages available
2 including expectation damages and/or damages measured by the price premium charged
3 to Plaintiff and the Class as a result of Defendant's unlawful conduct.

4 **Fifth Cause of Action:**

5 **Breach of Express Warranty**

6 **(By Plaintiff and the California Class)**

7 133. Plaintiff incorporates each and every factual allegation set forth above.

8 134. Plaintiff brings this cause of action on behalf of himself and members of
9 the California Class.

10 135. Defendant, as the manufacturer, marketer, distributor, supplier, and/or
11 seller of Samsung Products, issued material, written warranties by advertising that the
12 Products had a prevailing market value equal to the regular price displayed on
13 Defendant's website. This was an affirmation of fact about the Products (i.e., a
14 representation about the market value) and a promise relating to the goods.

15 136. This warranty was part of the basis of the bargain and Plaintiff and
16 members of the Class relied on this warranty.

17 137. In fact, Samsung Appliance Products' stated market values were not the
18 prevailing market value. Thus, the warranty was breached.

19 138. Plaintiff provided Defendant with notice of this breach of warranty, by
20 mailing a notice letter to Defendant's registered agent on October 7, 2025.

21 139. Plaintiff and the Class were injured as a direct and proximate result of
22 Defendant's breach, and this breach was a substantial factor in causing harm, because (a)
23 they would not have purchased Products if they had known that the warranty was false,
24 (b) they overpaid for the Products because the Products were sold at a price premium
25 due to the warranty, and/or (c) they did not receive the Products as warranted that they
26 were promised.

1 140. For their breach of express warranty claims, Plaintiff seeks all damages
2 available including expectation damages and/or damages measured by the price
3 premium charged to Plaintiff and the Class as a result of Defendant's unlawful conduct.

4 **Sixth Cause of Action:**

5 **Quasi-Contract/Unjust Enrichment**

6 **(By Plaintiff and the California Class)**

7 141. Plaintiff incorporates paragraphs 1-58 and 64-74 above.

8 142. Plaintiff brings this cause of action in the alternative to his Breach of
9 Contract and Breach of Warranty claims (Counts Four and Five) on behalf of himself
10 and the California Class.

11 143. As alleged in detail above, Defendant's false and misleading advertising
12 caused Plaintiff and the Class to purchase Samsung Appliance Products and to pay a
13 price premium for these Products.

14 144. In this way, Defendant received a direct and unjust benefit, at Plaintiff's
15 expense.

16 145. (In the alternative only), due to Defendant's misrepresentations, its
17 contracts with Plaintiff and other Class members are void or voidable.

18 146. Plaintiff and the Class seek restitution, and in the alternative, rescission.

19 147. For the quasi-contract/unjust enrichment claims, Plaintiff seeks all available
20 equitable relief, including injunctive relief, disgorgement, and restitution in the form of a
21 full refund and/or measured by the price premium charged to Plaintiff and the Class as a
22 result of Defendant's unlawful conduct.

23 **Seventh Cause of Action:**

24 **Negligent Misrepresentation**

25 **(By Plaintiff and the California Class)**

26 148. Plaintiff incorporates each and every factual allegation set forth above.

27 149. Plaintiff brings this cause of action on behalf of himself and members of
28 the California Class.

1 150. As alleged more fully above, Defendant made false representations and
2 material omissions of fact to Plaintiff and Class members concerning the existence
3 and/or nature of the discounts and savings advertised on its website.

4 151. These representations were false.

5 152. When Defendant made these misrepresentations, it knew or should have
6 known that they were false. Defendant had no reasonable grounds for believing that
7 these representations were true when made.

8 153. Defendant intended that Plaintiff and Class members rely on these
9 representations and Plaintiff and Class members read and reasonably relied on them.

10 154. In addition, Class-wide reliance can be inferred because Defendant's
11 misrepresentations were material, i.e., a reasonable consumer would consider them
12 important in deciding whether to buy Samsung Appliance Products.

13 155. Defendant's misrepresentations were a substantial factor and proximate
14 cause in causing damages and losses to Plaintiff and Class members.

15 156. Plaintiff and the Class were injured as a direct and proximate result of
16 Defendant's conduct because (a) they would not have purchased the Products if they
17 had known that the representations were false, (b) they overpaid for the Products
18 because the Products were sold at a price premium due to the misrepresentation, and/or
19 (c) they did not receive the discounts they were promised, and received Products with
20 market values lower than the promised market values.

21 157. For the negligent misrepresentation claims, Plaintiff seeks all damages
22 available including expectation damages, punitive damages, and/or damages measured
23 by the price premium charged to Plaintiff and the Class as a result of Defendant's
24 unlawful conduct.

25 **Eighth Cause of Action:**

26 **Intentional Misrepresentation**

27 **(By Plaintiff and the California Class)**

28 158. Plaintiff incorporates each and every factual allegation set forth above.

1 159. Plaintiff brings this cause of action on behalf of himself and members of
2 the California Class.

3 160. As alleged more fully above, Defendant made false representations and
4 material omissions of fact to Plaintiff and Class members concerning the existence
5 and/or nature of the discounts and savings advertised on its website.

6 161. These representations were false.

7 162. When Defendant made these misrepresentations, it knew that they were
8 false at the time that they made them and/or acted recklessly in making the
9 misrepresentations.

10 163. Defendant intended that Plaintiff and Class members rely on these
11 representations and Plaintiff and Class members read and reasonably relied on them.

12 164. In addition, Class-wide reliance can be inferred because Defendant's
13 misrepresentations were material, i.e., a reasonable consumer would consider them
14 important in deciding whether to buy Samsung Appliance Products.

15 165. Defendant's misrepresentations were a substantial factor and proximate
16 cause in causing damages and losses to Plaintiff and Class members.

17 166. Plaintiff and the Class were injured as a direct and proximate result of
18 Defendant's conduct because (a) they would not have purchased the Products if they
19 had known that the representations were false, (b) they overpaid for the Products
20 because the Products were sold at a price premium due to the misrepresentation, and/or
21 (c) they did not receive the discounts they were promised, and received Products with
22 market values lower than the promised market values.

23 167. For the intentional misrepresentation claims, Plaintiff seeks all damages
24 available including expectation damages, punitive damages, and/or damages measured
25 by the price premium charged to Plaintiff and the Class as a result of Defendant's
26 unlawful conduct.

27 **VII. Relief.**

28 168. Plaintiff seeks the following relief for himself and the Class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed class;
- Damages, treble damages, and punitive damages where applicable;
- Restitution;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Demand For Jury Trial

169. Plaintiff demands the right to a jury trial on all claims so triable.

Dated: October 14, 2025

Respectfully submitted,

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