

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

BIRJETTE WHICKER, ROMONDO JESSUP,  
RICHARD HILBURN, KEELY BOONE, and  
KELLY DEAN, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

SAMSUNG ELECTRONICS AMERICA,  
INC.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

This class action complaint is brought by Plaintiffs Birjette Whicker, Romondo Jessup, Richard Hilburn, Keely Boone, and Kelly Dean (“Plaintiffs”), individually and on behalf of all others similarly situated (“Class”), against Defendant Samsung Electronics America, Inc. (“Defendant”). The allegations set forth below are based on personal knowledge as to Plaintiffs’ own acts and on investigation conducted by counsel as to all other allegations.

**PARTIES**

1. Plaintiff Birjette Whicker is a citizen and resident of Arizona. Plaintiff purchased a Samsung French Door Refrigerator, model number RF32CG5400SR, from Best Buy on or around October 3, 2023.

2. Plaintiff Romondo Jessup is a citizen and resident of North Carolina. Plaintiff purchased a Samsung French Door Refrigerator, model number RS27T5200SR, from Lowe’s on or around March 8, 2023.

3. Plaintiff Richard Hilburn is a citizen and resident of California. Plaintiff purchased a Samsung French Door Refrigerator, model number RS27T5200SR, from Best Buy on or around June 10, 2022.

4. Plaintiff Keely Boone is a citizen and resident of Arizona. Plaintiff purchased a Samsung French Door Refrigerator, model number RS27T5200, from American Freight on or around December 30, 2021.

5. Plaintiff Kelly Dean is a citizen and resident of Oregon. Plaintiff purchased a Samsung French Door Refrigerator, model number RS27T5200SR, from Home Depot on or around November 10, 2022.

6. Defendant Samsung Electronics America, Inc. is a New York corporation with its principal place of business in Ridgefield Park, New Jersey.

### **JURISDICTION AND VENUE**

7. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d) because (1) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are Class members who are diverse from Defendant, and (4) there are more than 100 Class members.

8. This Court has general personal jurisdiction over Defendant because Defendant is a resident of this state.

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) because Defendant is a resident of this district.

### **FACTUAL ALLEGATIONS**

#### **I. The Defect**

10. Defendant designs, manufactures, and sells consumer appliances throughout the United States, including certain refrigerators purchased by Plaintiffs and Class members (“Refrigerators”)

11. The Refrigerators suffer from a defect whereby the automatic ice maker tray cracks, causing water to drip into the ice bin and freeze, rendering the ice maker and dispenser unusable. Specifically, the ice maker is designed to fill an ice cube tray with water, allow the water to freeze into ice, invert the tray, twist and deform the tray to loosen the ice, and allow the ice to fall into a container from which it can be dispensed. However, the tray is made of a brittle plastic that cracks when it is twisted and deformed, which allows water to drip through the tray and into the container (“Defect”).

12. Defendant does not offer individual ice trays to replace broken ice trays. Rather, if an ice tray cracks, the entire ice maker assembly must be replaced, which costs hundreds of dollars.

13. The Refrigerators include, but are not limited to, model numbers RF32CG5400SR and RS27T5200SR, and the ranges of model numbers RF32CG\*\*\*\*\*, RF27CG\*\*\*\*\*,<sup>1</sup> and RS27T5200\*,<sup>2</sup> as well as all other Refrigerators designed, manufactured, and sold by Defendant with the same or similar Defect.

14. The Defect is inherent in the Refrigerators and was present at the time of sale.

15. The Defect is material because it was not disclosed to purchasers and it substantially diminishes the value of the Refrigerators which was represented by Defendant.

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<sup>1</sup>

[https://downloadcenter.samsung.com/content/UM/202405/20240531053524129/FDR\\_RF6500C\\_3Door\\_MANUAL\\_WEB\\_DA68-04752Q-00\\_EN-MES-CFR\\_240529.pdf](https://downloadcenter.samsung.com/content/UM/202405/20240531053524129/FDR_RF6500C_3Door_MANUAL_WEB_DA68-04752Q-00_EN-MES-CFR_240529.pdf)

<sup>2</sup> [https://downloadcenter.samsung.com/content/UM/202002/20200201091442956/SBS\\_RS5300T\\_DA68-03958J-01\\_EN-MES-CFR.pdf](https://downloadcenter.samsung.com/content/UM/202002/20200201091442956/SBS_RS5300T_DA68-03958J-01_EN-MES-CFR.pdf)

16. Had Plaintiffs or Class members known about the Defect, they would have not purchased the Refrigerators or would have paid substantially less.

## II. Defendant's Warranty and Representations

17. Defendant represents that the Refrigerators are reliable, including that the ice maker and dispenser work as intended.

18. The ice maker is a material and integral part of the Refrigerators, and its presence and functionality formed part of the basis of the bargain when purchased by Plaintiffs and Class members.

19. Defendant's marketing emphasizes the ice maker in the Refrigerators and intends that consumers rely on its representations regarding the ice maker when making their purchases.

20. For example, Plaintiffs' Refrigerator is marketed with the following language<sup>3</sup>:

- a. "31 cu. ft. Mega Capacity 3-Door French Door Refrigerator with Four Types of Ice in Stainless Steel."
- b. "Get four types of ice: cubed, Ice Bites™, curved, or crushed."
- c. "The external ice dispenser offers two additional ice options, curved and crushed."
- d. "More ice choices[:] Enjoy your favorite beverage with up to Four Types of Ice. Choose from cubed ice or Ice Bites™ from the Dual Auto Ice Maker in the freezer drawer or curved or crushed ice from the external dispenser."

21. Defendant expressly warrants to end purchasers the Refrigerators for 1 year for defects in materials or workmanship under normal home use.<sup>4</sup>

22. Defendant impliedly warrants the merchantability of the Refrigerators.

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<sup>3</sup> <https://www.samsung.com/us/home-appliances/refrigerators/3-door-french-door/31-cu-ft-mega-capacity-3-door-french-door-refrigerator-with-four-types-of-ice-in-stainless-steel-rf32cg5400sraa/>

<sup>4</sup> [https://downloadcenter.samsung.com/content/UM/202405/20240531053524129/FDR\\_RF6500C\\_3Door\\_MANUAL\\_WEB\\_DA68-04752Q-00\\_EN-MES-CFR\\_240529.pdf](https://downloadcenter.samsung.com/content/UM/202405/20240531053524129/FDR_RF6500C_3Door_MANUAL_WEB_DA68-04752Q-00_EN-MES-CFR_240529.pdf)

23. Defendant concealed and omitted material information regarding the presence of defects which could foreseeably trigger warranty coverage.

24. Plaintiffs and Class members reasonably understood the express and implied warranties to warrant against the Defect.

25. Defendant has not offered or provided an effective and lasting remedy for the Defect pursuant to the express or implied warranties.

26. Defendant has breached the express and implied warranties by refusing to remedy the Defect or compensate Plaintiffs or Class members pursuant to the warranties.

27. The attempted remedies offered or provided by Defendant pursuant to the express and implied warranties have failed of their essential purposes because they are not effective and lasting remedies.

28. Plaintiffs and Class members are entitled to a remedy that is not restricted by the terms of the express and implied warranties.

29. Any limitation or exclusion of damages under the express and implied warranties is unconscionable and unenforceable because operation of the limitation or exclusion would deny Plaintiffs and Class members an effective remedy and would be grossly unfair and unforeseeable.

### **III. Defendant's Knowledge, Concealment, and Omissions About the Defect**

30. Defendant performed extensive pre-sale testing of the Refrigerators, including stress and endurance testing, during which they discovered or should have discovered the Defect.

31. Defendant obtained numerous pre-release reviews of the Refrigerators before they entered the market, from which they discovered or should have discovered the Defect.

32. Defendant actively monitors reviews and complaints made by consumers to its own website, from which it discovered or should have discovered the Defect.<sup>5</sup>

33. Defendant also actively monitors reviews and complaints made on websites of Defendant's partnered retailers from which it discovered or should have discovered the Defect.<sup>6</sup>

34. Moreover, Defendant actively monitors, collects data, and analyzes maintenance and repairs of the Refrigerators by authorized servicers, from which it discovered or should have discovered the Defect.

35. Defendant therefore knows about the Defect and has had ample opportunity to provide a remedy and inform consumers about the Defect.

36. Defendant knew of the Defect shortly after the Refrigerators entered the market due to consumers experiencing the Defect after purchasing the Refrigerators and reporting it to Defendant, authorized servicers, or online forums.

37. Defendant was in a unique position to discover the Defect before the Refrigerators were sold and in fact knew of the Defect before it sold the Refrigerator to Plaintiffs and Class Members.

38. Defendant had exclusive knowledge about the Defect before selling the Refrigerators.

39. Despite Defendant's knowledge of the Defect, Defendant continued its unfair and deceptive trade practices by continuing to offer the Refrigerators for sale without disclosing the Defect.

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<sup>5</sup> <https://www.samsung.com/us/home-appliances/refrigerators/3-door-french-door/31-cu-ft-mega-capacity-3-door-french-door-refrigerator-with-four-types-of-ice-in-stainless-steel-rf32cg5400sraa/>

<sup>6</sup> *See, e.g.*, <https://www.homedepot.com/p/Samsung-31-cu-ft-Mega-Capacity-3-Door-French-Door-Refrigerator-with-Four-Types-of-Ice-in-Stainless-Steel-RF32CG5400SR/326195150>

40. Defendant actively concealed the existence of the Defect after it became known to Defendant.

41. Defendant had a duty to disclose the existence of the Defect after it became known to Defendant but purposefully omitted its knowledge of the Defect when offering for sale and selling the Refrigerators.

42. Defendant failed to notify purchasers that the Refrigerators were designed and manufactured improperly and performed improperly after the Defect became known to Defendant.

43. Defendant did not warn purchasers about the Defect either before or after purchasing the Refrigerators.

44. Plaintiffs and Class members did not know and could not have discovered through reasonable investigation that the Defect existed or that Defendant's representations about the Refrigerators were false, deceptive, or misleading because Defendant concealed and omitted material information regarding the Defect.

45. Plaintiffs and Class members reasonably relied on Defendant's material omissions when choosing to purchase the Refrigerators because Defendant was in the unique position of having designed and manufactured the Refrigerators to inform Plaintiffs and Class members about the Refrigerators and whether any defects exist.

46. Plaintiffs and Class members relied on Defendant's omission of material information regarding the Defect, as Defendant's failure to disclose the existence of a material defect implied that Defendant had no knowledge of a defect.

47. But for Defendant's knowing material omissions concerning the Defect, Plaintiffs and Class members would have either paid substantially less for the Refrigerators or would not have bought them at all.

48. Defendant engaged in deceptive and unfair acts and practices by materially omitting the Defect when offering for sale and selling the Refrigerators, and Plaintiffs and Class members were injured as a result.

49. Defendant monitors reviews and complaints made to its own website<sup>7</sup>, from which they discovered or should have discovered the Defect. For reference, some reviews beginning as long as four years ago have mentioned the Defect.

★★★★★

**Refrigerator is nice, but the ice maker is cheap**

Manny

a year ago

The refrigerator was included (new) with the purchase of our house. The refrigerator has worked fine, but we have always had issues with the water dispenser and especially ice maker. The ice maker would always get clogged in the small opening and you would get ice all over the floor when you took out the bucket to unclog it. The opening would also freeze up and now, there is a leak in the ice tray, so the water leaks straight down into the bucket. We now have a block of ice in the bucket and the ice maker is useless. We are buying bags of ice for our needs and the refrigerator is only a little over a year old. I hate to give it such a low rating, but we use the ice maker and water dispenser daily with our family. This refrigerator does not fit a family's needs. If we buy another fridge, it won't be a Samsung.

★★★★★

**Worst ice maker on the market**

Andy

3 years ago

it noisy and the ice maker dispenses ice that looks like you broke up a chunk of ices with a sledge hammer.

Helpful? (0) (0) [Report](#)



★★★★★

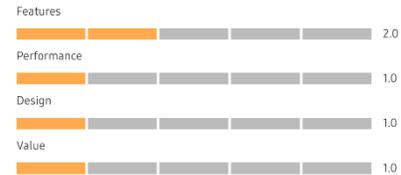
**Worst Choice Award Winner**

Buck

INCENTIVIZED REVIEW

4 years ago

Bought new at Best Buy and it is a piece of JUNK. Horrible purchase. The ice maker does make ice... one tray every 6-7 hours! It is ab out 6 weeks old and we are awaiting our 3rd service call. The previous two accomplished nothing; nothing at all. We are so frustrated and angry. It is around 100 degrees everyday in Texas and we are tired of buying ice because our new Samsung refrigerator, which is supposed to make a tray every 45 minutes will only church out 3-4 trays evety 24 hours. I have tried to call Samsung over 20 times - I even sent them a screenshot of all the calls, but I just get people from overseas that get nothing done. We are very satisfied with our big Samsung flat screen TV, but this refrigerator wins the "Worst Choice Award" for refrigerator purchases.



★★★★★

**Ice maker has never worked. Product is defective.**

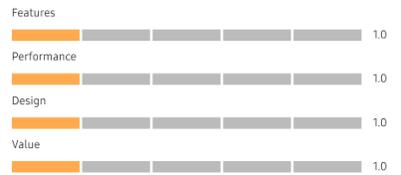
luer

3 years ago

ice maker has never worked. it's a defective product.

No, I do not recommend this product.

Helpful? (0) (0) [Report](#)



<sup>7</sup> <https://www.samsung.com/us/home-appliances/refrigerators/side-by-side/22-cu-ft-counter-depth-side-by-side-refrigerator-in-stainless-steel-rs22t5201sr-aa/#reviews>

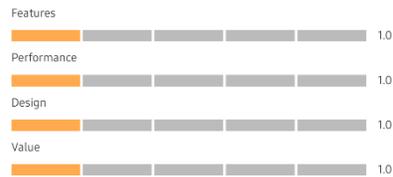
★★★★★

**Ice Maker is no good**

Iced Out

a year ago

My husband and I purchased all new Samsung appliances when we purchased our home. This was the worst mistake. Shortly after the 30 days we started experiencing issues. The icemaker is the worst. It freezes up and makes a huge mess. When trying to dispense ice it gets clogged and does not come out properly. In fact we purchased a countertop icemaker because we can no longer use the one on the fridge. When trying to get an appointment it is a long process and inconvenience. Needless to say they call and make an appointment for said date, on that date they call and then schedule the appointment. Like why can't I get the actual appointment the first time instead of having to wait another month. I do not recommend this fridge. Also, the whole sales pitch of fingerprints...they are visible and it does show smears.



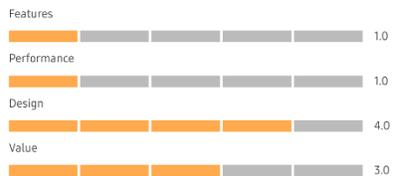
★★★★★

**after 14 months ice maker stopped working**

BadReview

3 years ago

we have had this fridge for 14 months now and the ice maker has stopped working. did the self test, unplugged it, etc. self test passes, but no water is getting into the ice cube tray, the solenoid valve makes a buzzing instead of clicking sound, so it seems it is already defect. submitted for service, hopefully samsung can fix this under warranty



No, I do not recommend this product.

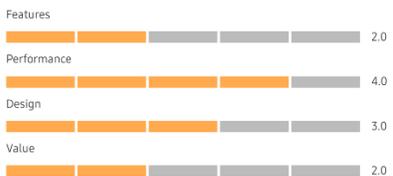
★★★★★

**Let down by this model**

John

3 years ago

i had a good experience with samsung in the past so took a shot at this one and kind of regret it. - i didn't want a connected fridge but making compromises with other models/brands i chose this one anyway. and, unsurprisingly, there is not way to disable the wifi on the fridge. why? isn't there enough saturation already that now i need my fridge to be another access point broadcasting 24/7? - it is not fingerprint resistant at all. - the ice maker is weird. it works, but unlike my past fridges, it takes several seconds for the cubes to drop and when they do, you don't know if you'll get one, 3 or maybe 5. - the fridge makes a very high pitch sound when it runs. not that loud but quite irritating.



No, I do not recommend this product.

**PLAINTIFF ALLEGATIONS**

**I. Plaintiff Birjette Whicker**

50. Plaintiff Birjette Whicker purchased a Samsung French Door Refrigerator, model number RF32CG5400SR, from Best Buy in Arizona on October 3, 2023.

51. In or around October 2024, Plaintiff noticed that water had been leaking into the ice bin and freezing into a solid mass, rendering the ice maker and dispenser unusable. Plaintiff contacted Samsung to request a repair, but the Samsung technician told Plaintiff that their issue was caused by the Refrigerator not being level. Plaintiff told the technician that the Refrigerator did not experience this issue during the previous year, and the Refrigerator had never been moved, so it could not have been caused by the Refrigerator not being level. Plaintiff then discovered that their issue was caused by the “ice bites” tray which had cracked, and which caused the leaking into the ice bin. Plaintiff contacted Samsung again to explain the issue, but Samsung told Plaintiff

that the repair would not be covered by the warranty, and Plaintiff would need to pay out of pocket to repair the ice tray.

52. Plaintiff sent a letter dated May 12, 2025, to Defendant providing notice of the claims alleged herein and demanding a class-wide remedy.

## **II. Plaintiff Romondo Jessup**

53. Plaintiff Romondo Jessup purchased a Samsung French Door Refrigerator, model number RS27T5200SR, from Lowe's in North Carolina on or around March 8, 2023.

54. In or after October 2023, Plaintiff noticed that an ice tray was cracked, causing water to leak into the ice bin and freeze into a solid mass, rendering the ice maker and dispenser unusable. Plaintiff considered replacing the ice tray, but Samsung does not offer ice trays as standalone items. Rather, Plaintiff would have needed to replace the entire ice maker assembly with a new one which would have suffered from the same Defect.

55. Plaintiff sent a letter dated May 12, 2025, to Defendant providing notice of the claims alleged herein and demanding a class-wide remedy.

## **III. Plaintiff Richard Hilburn**

56. Plaintiff Richard Hilburn purchased a Samsung French Door Refrigerator, model number RS27T5200SR, from Best Buy in California on or around June 10, 2022.

57. In or after June 2023, Plaintiff noticed that an ice tray was cracked, causing water to leak into the ice bin and freeze into a solid mass, rendering the ice maker and dispenser unusable. Plaintiff contacted Samsung to request a repair, but Samsung told Plaintiff that the issue was not covered because it was outside of the 1-year warranty period, and any repair would be at Plaintiff's expense.

58. Plaintiff sent a letter dated May 12, 2025, to Defendant providing notice of the claims alleged herein and demanding a class-wide remedy.

#### **IV. Plaintiff Keely Boone**

59. Plaintiff Keely Boone purchased a Samsung French Door Refrigerator, model number RS27T5200, from American Freight in Arizona on or around December 30, 2021.

60. In or around July 2023, Plaintiff noticed that an ice tray was cracked, causing water to leak into the ice bin and freeze into a solid mass, rendering the ice maker and dispenser unusable. Plaintiff contacted Samsung to request a repair and received a replacement ice maker assembly under warranty. However, because the Defect is inherent in the Refrigerators, the Defect manifested again. Plaintiff attempted to obtain another repair from Samsung, but Samsung refused and ultimately stopped communicating with Plaintiff.

61. Plaintiff sent a letter dated May 12, 2025, to Defendant providing notice of the claims alleged herein and demanding a class-wide remedy.

#### **V. Plaintiff Kelly Dean**

62. Plaintiff Kelly Dean purchased a Samsung French Door Refrigerator, model number RS27T5200SR, from Home Depot in Oregon on or around November 10, 2022.

63. In or around October 2023, Plaintiff noticed that an ice tray was cracked, causing water to leak into the ice bin and freeze into a solid mass, rendering the ice maker and dispenser unusable. Plaintiff's Refrigerator was outside of the warranty period and ineligible for free repair, even though the Defect is inherent in the Refrigerators and can manifest after consumers have had the Refrigerator for over a year.

64. Plaintiff sent a letter dated May 12, 2025, to Defendant providing notice of the claims alleged herein and demanding a class-wide remedy.

**CLASS ALLEGATIONS**

65. This action is brought as a class action under Fed. R. Civ. P. 23.

66. The Class is defined as follows:

**Nationwide Class:** All persons in the United States who purchased the Refrigerators.

**Arizona Subclass:** All persons in Arizona who purchased the Refrigerators.

**California Subclass:** All persons in California who purchased the Refrigerators.

**North Carolina Subclass:** All persons in North Carolina who purchased the Refrigerators.

**Oregon Subclass:** All persons in Oregon who purchased the Refrigerators.

67. The Class excludes the following: Defendant, their affiliates, their current and former employees, officers, and directors, and the judge assigned to this case.

68. The Class definition may be modified based upon discovery and further investigation.

69. *Numerosity:* The Class is so numerous that joinder of all members is impracticable. The Class may be ascertained through discovery of records from Defendant and third parties.

70. *Commonality:* There are questions of law or fact common to the Class, including, without limitation, whether Defendant engaged in unlawful conduct that entitles Plaintiffs and Class members to relief.

71. *Typicality:* Plaintiffs' claims are typical of the claims of Class members. Plaintiffs and Class members were injured and suffered damages in substantially the same manner, have the same claims against Defendant relating to the same course of conduct, and are entitled to relief under the same legal theories.

72. *Adequacy*: Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs' interests are aligned with the interests of the Class. Plaintiffs' counsel are experienced in the prosecution of complex class actions, including actions with issues, claims, and defenses similar to the present case.

73. *Predominance and superiority*: Questions of law or fact common to the Class predominate over any questions affecting individual members because all claims arise out of the same unlawful conduct by Defendant and depend on the same determinations of law and fact. A class action is superior to other available methods for the fair and efficient adjudication of this case because individual joinder of all Class members is impracticable and the amount at issue for each Class member would not justify the cost of litigating individual claims. Should individual Class members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court. There are no difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

74. Accordingly, this class action may be maintained pursuant to Fed. R. Civ. P. 23(b)(3).

75. Defendant's unlawful conduct applies generally to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

76. Accordingly, this class action may be maintained pursuant to Fed. R. Civ. P. 23(b)(2).

## **CAUSES OF ACTION**

### **COUNT I** **BREACH OF EXPRESS WARRANTY** **(on behalf of Plaintiffs and the Class)**

77. All preceding paragraphs are incorporated by reference as though fully set forth herein.

78. Defendant's representations and written warranty constitute an express warranty pursuant to U.C.C. § 2-313.<sup>8</sup>

79. The Defect caused the Refrigerators to fail to conform to Defendant's representations that formed part of the basis of the bargain.

80. The warranty covers the Defect and any damage proximately caused by the Defect.

81. Defendant breached the warranty because they were unwilling or unable to remedy the Defect within a reasonable time, and any attempt to remedy the Defect has been ineffective.

82. Defendant's breach deprived Plaintiffs and Class members of the benefit of the bargain.

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<sup>8</sup> All fifty States, the District of Columbia, and Puerto Rico have codified and adopted U.C.C. § 2-313: Ala. Code § 7-2-313; Alaska Stat. § 45.02.313; Ariz. Rev. Stat. Ann. § 47-2313; Ark. Code. Ann. § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn. Gen. Stat. Ann. § 42a-2-313; 6 Del. Code. § 2-313; D.C. Code. § 28:2-313; Fla. Stat. Ann. § 672.313; Ga. Code. Ann. § 11-2-313; Haw. Rev. Stat. § 490:2-313; Idaho Code § 28-2-313; 810 Ill. Comp. Stat. Ann. 5/2-313; Ind. Code Ann. § 26-1-2-313; Kan. Stat. Ann. § 84-2-313; Ky. Rev. Stat. Ann. § 355.2-313; 11 Me. Rev. Stat. Ann. § 2-313; Md. Code. Ann. § 2-313; Mass. Gen. Law Ch. 106 § 2-313; Mich. Comp. Laws Ann. § 440.2313; Minn. Stat. Ann. § 336.2-313; Miss. Code Ann. § 75-2-313; Mo. Rev. Stat. § 400.2-313; Mont. Code Ann. § 30-2-313; Nev. Rev. Stat. U.C.C. § 104.2313; N.H. Rev. Ann. § 382-A:2-313; N.J. Stat. Ann. § 12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. Ann. § 25-2-313; N.D. Stat. § 41-02-313; Ohio Rev. Code Ann. § 1302.26; Okla. Stat. tit. 12A § 2-313; Or. Rev. Stat. § 72.3130; 13 Pa. C.S. § 2313; P.R. Laws. Ann. Tit. 31, § 3841, et seq.; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Stat. § 57A-2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code Ann. § 2-313; Utah Code Ann. § 70A-2-313; Va. Code § 8.2-313; Vt. Stat. Ann. 9A § 2-313; W. Va. Code § 46-2-313; Wash. Rev. Code § 62A-2-313; Wis. Stat. Ann. § 402.313; and Wyo. Stat. § 34.1-2-313.

83. Defendant's attempt to disclaim or limit the warranty is unconscionable and unenforceable under the circumstances here because:

- a. Defendant knowingly sold a defective product without informing consumers about the Defect;
- b. The time limits contained in Defendant's warranty period are unconscionable and inadequate to protect Plaintiffs and members of the Class;
- c. Plaintiffs and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favor Defendant; and
- d. A gross disparity in bargaining power existed between Plaintiffs and Class Members and Defendant.

84. The essential purpose of the warranty failed because Plaintiffs and Class members are unable to reasonably obtain a workable remedy pursuant to the terms of the warranty, so Plaintiffs and Class members are entitled to a remedy that is not limited by the terms of the warranty.

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

86. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**(on behalf of Plaintiffs and the Class)**

87. All preceding paragraphs are incorporated by reference as though fully set forth herein.

88. The sale of the Refrigerators created an implied warranty of merchantability pursuant to U.C.C. § 2-314.<sup>9</sup>

89. The Defect caused the Refrigerators to be unmerchantable because the Refrigerators cannot perform their essential functions according to what the average purchaser would reasonably expect.

90. The warranty covers the Defect and any damage proximately caused by the Defect.

91. Defendant breached the warranty because they were unwilling or unable to remedy the Defect within a reasonable time, and any attempt to remedy the Defect has been ineffective.

92. Defendant's breach deprived Plaintiffs and Class members of the benefit of the bargain.

93. Defendant's attempt to disclaim or limit the warranty is unconscionable and unenforceable under the circumstances here because:

- a. Defendant knowingly sold a defective product without informing consumers about the Defect;
- b. The time limits contained in Defendant's warranty period are unconscionable and inadequate to protect Plaintiffs and members of the Class;

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<sup>9</sup> All fifty States, the District of Columbia, and Puerto Rico have codified and adopted U.C.C. § 2-314: Ala. Code § 7-2-314; Alaska Stat. § 45.02.314; Ariz. Rev. Stat. Ann. § 47-2314; Ark. Code. Ann. § 4-2-314; Cal. Com. Code § 2314; Colo. Rev. Stat. § 4-2-314; Conn. Gen. Stat. Ann. § 42a-2-314; 6 Del. Code. § 2-314; D.C. Code. § 28:2-314; Fla. Stat. Ann. § 672.314; Ga. Code. Ann. § 11-2-314; Haw. Rev. Stat. § 490:2-314; Idaho Code § 28-2-314; 810 Ill. Comp. Stat. Ann. 5/2-314; Kan. Stat. Ann. § 84-2-314; Ky. Rev. Stat. Ann. § 355.2-314; La. Civ. Code Art. 2520; 11 Me. Rev. Stat. Ann. § 2-314; Md. Code. Ann. § 2-314; Mass. Gen. Law Ch. 106 § 2-314; Mich. Comp. Laws Ann. § 440.2314; Minn. Stat. Ann. § 336.2-314; Miss. Code Ann. § 75-2-314; Mo. Rev. Stat. § 400.2-314; Mont. Code Ann. § 30-2-314; Nev. Rev. Stat. U.C.C. § 104.2314; N.H. Rev. Ann. § 382-A:2-314; N.J. Stat. Ann. § 12A:2-314; N.M. Stat. Ann. § 55-2-314; N.Y. U.C.C. Law § 2-314; N.C. Gen. Stat. Ann. § 25-2-314; N.D. Stat. § 41-02-314; Ohio Rev. Code Ann. § 1302.27; Okla. Stat. tit. 12A § 2-314; Or. Rev. Stat. § 72.3140; 13 Pa. C.S. § 2314; P.R. Laws. Ann. Tit. 31, § 3841, et seq.; R.I. Gen. Laws § 6A-2-314; S.C. Code Ann. § 36-2-314; S.D. Stat. § 57A-2-314; Tenn. Code Ann. § 47-2-314; Tex. Bus. & Com. Code Ann. § 2-314; Utah Code Ann. § 70A-2-314; Va. Code § 8.2-314; Vt. Stat. Ann. 9A § 2-314; W. Va. Code § 46-2-314; Wash. Rev. Code § 62A 2-314; Wis. Stat. Ann. § 402.314; and Wyo. Stat. § 34.1-2-314.

- c. Plaintiffs and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favor Defendant; and
- d. A gross disparity in bargaining power existed between Plaintiffs and Class Members and Defendant.

94. The essential purpose of the warranty failed because Plaintiffs and Class members are unable to reasonably obtain a workable remedy pursuant to the terms of the warranty, so Plaintiffs and Class members are entitled to a remedy that is not limited by the terms of the warranty.

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

96. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT III**  
**FRAUD BY OMISSION**  
**(on behalf of Plaintiffs and the Class)**

97. All preceding paragraphs are incorporated by reference as though fully set forth herein.

98. It is well settled that a "plaintiff is 'the master of the complaint,' and therefore controls much about [his or] her suit." *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289, 302 (U.S. 2025). As detailed herein, Plaintiffs' claims here focus on material omissions, not affirmative misrepresentations.

99. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

100. Defendant concealed and/or omitted material information concerning the Defect.

101. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

102. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

103. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

104. Defendant knew or should have known that the facts concealed and/or omitted were material to Plaintiffs and Class members.

105. Defendant had a duty to inform Plaintiffs and Class members of the Defect because Defendant had superior knowledge about the existence, nature, cause, and results of the Defect, and Plaintiffs and Class members could not reasonably have been expected to discover the Defect through reasonable diligence before purchasing the Refrigerators.

106. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

107. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

108. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

109. Defendant acted in bad faith and with intent to defraud because:

- a. Defendant sold the Refrigerators to Plaintiffs and Class members with gross disregard for Plaintiffs and Class members' rights and wellbeing;
- b. Defendant sold the Refrigerators to Plaintiffs and Class members with intent to not provide a remedy for the Defect; and
- c. Defendant sought to unjustly enrich themselves to the detriment of Plaintiffs and Class members.

110. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT IV**  
**UNJUST ENRICHMENT**  
**(on behalf of Plaintiffs and the Class)**

111. All preceding paragraphs are incorporated by reference as though fully set forth herein.

112. It is well settled that a "plaintiff is 'the master of the complaint,' and therefore controls much about [his or] her suit." *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289, 302 (U.S. 2025). As detailed herein, Plaintiffs' claims here focus on material omissions, not affirmative misrepresentations.

113. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

114. Defendant knowingly concealed and/or omitted material information concerning the Defect.

115. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

116. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

117. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

118. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

119. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

120. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

121. Plaintiffs and Class members conferred substantial benefits on Defendant by purchasing defective Refrigerators at a premium without receiving a product that conformed to Defendant's representations and was free from defects that Defendant concealed and omitted.

122. Defendant knowingly and willingly accepted and enjoyed these benefits.

123. Defendant's retention of these benefits would be inequitable because Defendant obtained benefits to the detriment of Plaintiffs and Class members when Plaintiffs and Class members did not obtain their promised benefits.

124. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members are entitled to restitution.

**COUNT V**  
**VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT**

**Arizona Rev. Stat. § 44-1522, et seq.  
(on behalf of Plaintiffs and the Class)**

125. All preceding paragraphs are incorporated by reference as though fully set forth herein.

126. It is well settled that a “plaintiff is ‘the master of the complaint,’ and therefore controls much about [his or] her suit.” *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289, 302 (U.S. 2025). As detailed herein, Plaintiffs’ claims here focus on material omissions, not affirmative misrepresentations.

127. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

128. Defendant concealed and/or omitted material information concerning the Defect.

129. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

130. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

131. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

132. Defendant knew or should have known that the facts concealed and/or omitted were material to Plaintiffs and Class members.

133. Defendant had a duty to inform Plaintiffs and Class members of the Defect because Defendant had superior knowledge about the existence, nature, cause, and results of the Defect,

and Plaintiffs and Class members could not reasonably have been expected to discover the Defect through reasonable diligence before purchasing the Refrigerators.

134. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

135. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

136. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

137. Defendant violated the Arizona Consumer Fraud Act because:

- a. Defendant sold the Refrigerators to Plaintiffs and Class members with gross disregard for Plaintiffs and Class members' rights and wellbeing;
- b. Defendant sold the Refrigerators to Plaintiffs and Class members with intent to not provide a remedy for the Defect; and
- c. Defendant sought to unjustly enrich themselves to the detriment of Plaintiffs and Class members.

138. Defendant's conduct constitutes deceptive and unfair trade practices in violation of Arizona Rev. Stat. § 44-1522, *et seq.*

139. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT VI**  
**VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
**Cal. Bus. & Prof. Code Ann. § 17200, *et seq.***  
**(on behalf of Plaintiffs and the Class)**

140. All preceding paragraphs are incorporated by reference as though fully set forth herein.

141. It is well settled that a “plaintiff is ‘the master of the complaint,’ and therefore controls much about [his or] her suit.” *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289, 302 (U.S. 2025). As detailed herein, Plaintiffs’ claims here focus on material omissions, not affirmative misrepresentations.

142. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

143. Defendant concealed and/or omitted material information concerning the Defect.

144. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

145. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

146. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

147. Defendant knew or should have known that the facts concealed and/or omitted were material to Plaintiffs and Class members.

148. Defendant had a duty to inform Plaintiffs and Class members of the Defect because Defendant had superior knowledge about the existence, nature, cause, and results of the Defect, and Plaintiffs and Class members could not reasonably have been expected to discover the Defect through reasonable diligence before purchasing the Refrigerators.

149. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

150. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

151. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

152. Defendant violated the California Unfair Competition Law because:

- a. Defendant sold the Refrigerators to Plaintiffs and Class members with gross disregard for Plaintiffs and Class members' rights and wellbeing;
- b. Defendant sold the Refrigerators to Plaintiffs and Class members with intent to not provide a remedy for the Defect; and
- c. Defendant sought to unjustly enrich themselves to the detriment of Plaintiffs and Class members.

153. Defendant's conduct constitutes deceptive and unfair trade practices in violation of Cal. Bus. & Prof. Code Ann. § 17200, *et seq.*

154. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT VII**  
**VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT**  
**Cal. Civ. Code Ann. § 1750, *et seq.***  
**(on behalf of Plaintiffs and the Class)**

155. All preceding paragraphs are incorporated by reference as though fully set forth herein.

156. It is well settled that a "plaintiff is 'the master of the complaint,' and therefore controls much about [his or] her suit." *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289,

302 (U.S. 2025). As detailed herein, Plaintiffs' claims here focus on material omissions, not affirmative misrepresentations.

157. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

158. Defendant concealed and/or omitted material information concerning the Defect.

159. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

160. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

161. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

162. Defendant knew or should have known that the facts concealed and/or omitted were material to Plaintiffs and Class members.

163. Defendant had a duty to inform Plaintiffs and Class members of the Defect because Defendant had superior knowledge about the existence, nature, cause, and results of the Defect, and Plaintiffs and Class members could not reasonably have been expected to discover the Defect through reasonable diligence before purchasing the Refrigerators.

164. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

165. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

166. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

167. Defendant violated the California Consumer Legal Remedies Act because:

- a. Defendant sold the Refrigerators to Plaintiffs and Class members with gross disregard for Plaintiffs and Class members' rights and wellbeing;
- b. Defendant sold the Refrigerators to Plaintiffs and Class members with intent to not provide a remedy for the Defect; and
- c. Defendant sought to unjustly enrich themselves to the detriment of Plaintiffs and Class members.

168. Defendant's conduct constitutes deceptive and unfair trade practices in violation of Cal. Civ. Code Ann. § 1750, *et seq.*

169. On or about May 12, 2025, Plaintiff sent a pre-suit letter notifying Defendant of the claim and inviting Defendant to provide the remedy for Plaintiff and the class requested therein. Defendant refused and thirty (30) days have passed since the request was sent and received.

170. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT VIII**  
**VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE**  
**PRACTICES ACT**  
**N.C. Gen. Stat. Ann. § 75-1.1, *et seq.***  
**(on behalf of Plaintiffs and the Class)**

171. All preceding paragraphs are incorporated by reference as though fully set forth herein.

172. It is well settled that a "plaintiff is 'the master of the complaint,' and therefore controls much about [his or] her suit." *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289,

302 (U.S. 2025). As detailed herein, Plaintiffs' claims here focus on material omissions, not affirmative misrepresentations.

173. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

174. Defendant concealed and/or omitted material information concerning the Defect.

175. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

176. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

177. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

178. Defendant knew or should have known that the facts concealed and/or omitted were material to Plaintiffs and Class members.

179. Defendant had a duty to inform Plaintiffs and Class members of the Defect because Defendant had superior knowledge about the existence, nature, cause, and results of the Defect, and Plaintiffs and Class members could not reasonably have been expected to discover the Defect through reasonable diligence before purchasing the Refrigerators.

180. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

181. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

182. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

183. Defendant violated the North Carolina Unfair and Deceptive Trade Practices Act because:

- a. Defendant sold the Refrigerators to Plaintiffs and Class members with gross disregard for Plaintiffs and Class members' rights and wellbeing;
- b. Defendant sold the Refrigerators to Plaintiffs and Class members with intent to not provide a remedy for the Defect; and
- c. Defendant sought to unjustly enrich themselves to the detriment of Plaintiffs and Class members.

184. Defendant's conduct constitutes deceptive and unfair trade practices in violation of N.C. Gen. Stat. Ann. § 75-1.1, *et seq.*

185. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

**COUNT IX**  
**VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT**  
**Or. Rev. Stat. Ann. § 646.605, *et seq.***  
**(on behalf of Plaintiffs and the Class)**

186. All preceding paragraphs are incorporated by reference as though fully set forth herein.

187. It is well settled that a "plaintiff is 'the master of the complaint,' and therefore controls much about [his or] her suit." *Royal Canin U.S.A., Inc. v. Wullschleger*, 220 L.Ed.2d 289, 302 (U.S. 2025). As detailed herein, Plaintiffs' claims here focus on material omissions, not affirmative misrepresentations.

188. Defendant represented to Plaintiffs and Class members that the Refrigerators were reliable, merchantable, and in good repair.

189. Defendant concealed and/or omitted material information concerning the Defect.

190. The Defect caused the Refrigerators to fail to conform to the performance, durability, capability, and reliability that Defendant represented and were therefore of a substantially lesser quality and value than Defendant represented.

191. Defendant knew or should have known that its representations regarding the Refrigerators were deceptive and misleading because they concealed and omitted material information concerning the Defect.

192. The Defect and the facts concealed and/or omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase the Refrigerators or pay a lower price.

193. Defendant knew or should have known that the facts concealed and/or omitted were material to Plaintiffs and Class members.

194. Defendant had a duty to inform Plaintiffs and Class members of the Defect because Defendant had superior knowledge about the existence, nature, cause, and results of the Defect, and Plaintiffs and Class members could not reasonably have been expected to discover the Defect through reasonable diligence before purchasing the Refrigerators.

195. Defendant concealed and/or omitted material information concerning the Defect in order to induce Plaintiffs and Class members to purchase the Refrigerators at a substantially higher price than what they would otherwise have paid.

196. Plaintiffs and Class members reasonably and justifiably relied on Defendant's omission of all information regarding defects when purchasing the Refrigerators.

197. Plaintiffs and Class members would not have purchased the Refrigerators if they knew of the Defect, or they would have only paid substantially less.

198. Defendant violated the Oregon Unlawful Trade Practices Act because:

- a. Defendant sold the Refrigerators to Plaintiffs and Class members with gross disregard for Plaintiffs and Class members' rights and wellbeing;
- b. Defendant sold the Refrigerators to Plaintiffs and Class members with intent to not provide a remedy for the Defect; and
- c. Defendant sought to unjustly enrich themselves to the detriment of Plaintiffs and Class members.

199. Defendant's conduct constitutes deceptive and unfair trade practices in violation of Or. Rev. Stat. Ann. § 646.605, *et seq.*

200. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class members have been injured and sustained damages.

### **PRAYER FOR RELIEF**

WHEREFORE, the following relief is requested:

- a. An order certifying this action as a class action.
- b. An award of statutory, compensatory, incidental, consequential, and punitive damages and restitution to the extent permitted by law in an amount to be proven at trial.
- c. An order enjoining Defendant's unlawful conduct.
- d. An award of attorneys' fees, expert witness fees, costs, and Class representative incentive awards as provided by applicable law.
- e. An award of interest as provided by law, including pre-judgment and post-judgment interest.
- f. Such other and further relief as this Court may deem just, equitable, or proper.

### **JURY DEMAND**

Trial by jury is demanded.

Dated: September 4, 2025

Respectfully submitted,

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

By: 

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*Attorneys for Plaintiff and the Class*

*\* Pro hac vice forthcoming*

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

UNITED STATES DISTRICT COURT

for the

District of New Jersey

BIRJETTE WHICKER, ROMONDO JESSUP,
RICHARD HILBURN, KEELY BOONE, and
KELLY DEAN, individually and on behalf of all others similarly situated,

Plaintiff

v.

Civil Action No.

SAMSUNG ELECTRONICS AMERICA, INC.,

Defendant

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Samsung Electronics America, Inc.
85 Challenger Road
Ridgefield Park, NJ 07660

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Gary S. Graifman, Esq.
Kantrowitz, Goldhamer & Graifman, P.C.
135 Chestnut Ridge Road, Suite 200,
Montvale, NJ 07645
Tel: 201-391-7000

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

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:

JS 44 (Rev. 04/21)

### 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.)

<p><b>I. (a) PLAINTIFFS</b>                  BIRJETTE WHICKER, ROMONDO JESSUP,                  RICHARD HILBURN, KEELY BOONE, and                  KELLY DEAN, individually and on behalf of all others similarly situated</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Maricopa County</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number)                  Gary S. Graifman, Esq.; Kantrowitz, Goldhamer &amp; Graifman, P.C.                  135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645                  201-391-7000</p>	<p><b>DEFENDANTS</b>                  SAMSUNG ELECTRONICS AMERICA, INC.,</p> <p>County of Residence of First Listed Defendant <u>Bergen County</u>                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p><b>CIVIL RIGHTS</b></p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p><b>INTELLECTUAL PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty	<p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

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

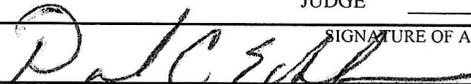
**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(d)

Brief description of cause:  
Breach of Warranty, Violation of State Consumer Fraud Act, Violation of Class Action Fairness Act

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

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

DATE: 9/4/2025    SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_    AMOUNT \_\_\_\_\_    APPLYING IFP \_\_\_\_\_    JUDGE \_\_\_\_\_    MAG. JUDGE \_\_\_\_\_