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15 *Interim Co-Lead Counsel for Plaintiffs and the Class*

16 **UNITED STATES DISTRICT COURT**  
17  
18 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
19 **SAN JOSE DIVISION**

20 **IN RE: SAMSUNG GALAXY**  
21 **SMARTPHONE MARKETING AND**  
22 **SALES PRACTICES LITIGATION**

**CASE NO.: 5:16-cv-06391-BLF**

**FIRST AMENDED CONSOLIDATED  
CLASS ACTION COMPLAINT FOR  
DAMAGES, RESTITUTION AND  
INJUNCTIVE  
RELIEF**

**JURY TRIAL DEMANDED**

1 Plaintiffs **DEMETRIUS MARTIN, OMAR ATEBAR, ESTHER VEGA, JESUS**  
2 **VEGA, LIZETT ANGUIANO, TOMAS HERNANDEZ, GREG ROBISON, DALE**  
3 **HOLZWORTH, ERIC PIRVERDIAN, TOMIG SALMASIAN, MICHAEL**  
4 **KOUYOUMDJIAN, DIOR DEE, CORY RAYMOND, JESUS SANCHEZ, AND**  
5 **FRANCISCO SOTO** (collectively hereinafter, “**PLAINTIFFS**”) bring this action on behalf of  
6 themselves and all other similarly situated individuals, by and through their attorneys, for  
7 injunctive relief, restitution and damages caused by the conduct of **DEFENDANTS SAMSUNG**  
8 **ELECTRONICS AMERICA, INC. and SAMSUNG ELECTRONICS CO., LTD.** (collectively  
9 hereinafter, “**SAMSUNG**”), and each of them, as follows:

10 **I. INTRODUCTION**

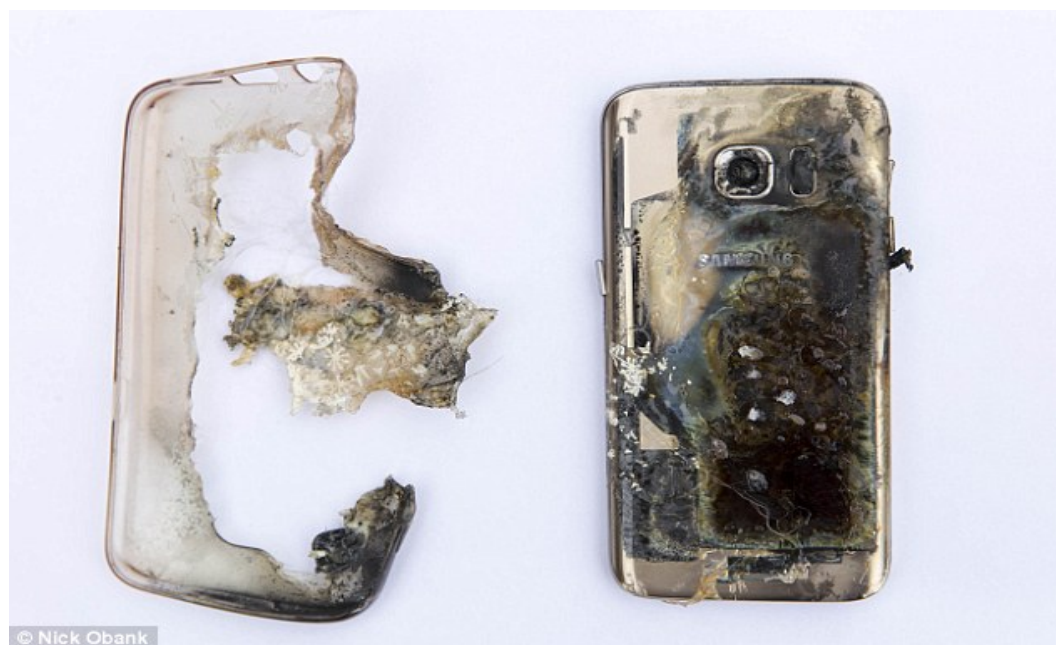
11 1. **SAMSUNG** manufactures and sells smartphones which pose a threat to the safety  
12 of consumers. The danger posed by these smartphones made international headlines when  
13 numerous Samsung Note7 devices exploded and burst into flames leading to a complete recall of  
14 the product. **SAMSUNG** continues to sell, market, and distribute other smartphones which are at  
15 risk of overheating, fire and explosion. **SAMSUNG** recalled the Note7 while leaving other  
16 dangerous products in the marketplace. Unfortunately, the problem is not limited to the Note7. The  
17 Note7 recall was a Band-Aid to a pervasive problem for which major surgery was required.

18 2. **SAMSUNG** has been made repeatedly aware of the issues with its smartphones, yet  
19 failed to warn consumers of the dangers posed by the lithium ion batteries in its devices.  
20 **SAMSUNG** markets its phones as durable, reliable, always available, and the “hub” of consumers’  
21 lives. **SAMSUNG** expects and encourages consumers to use their smartphones for all aspects of  
22 their lives and to always have their smartphones with them. Despite this expected ubiquity,  
23 **SAMSUNG** conceals from consumers that their products are, in fact, ticking time bombs.

24 3. **SAMSUNG** designs, manufactures and advertises the batteries in its smartphones to  
25 have maximum duration with minimum charge times. **SAMSUNG** also designs, manufactures and  
26 advertises its smartphones to have superior computing capacity and power, and to effectively run a  
27 multitude of applications and processes simultaneously. The desire to design a product with each  
28 of these, and other, qualities led **SAMSUNG** to manufacture smartphones which pose a risk of

1 overheating, fire and explosion. While **SAMSUNG** recalled the Note7, it has failed, and continues  
2 to fail, to recall other dangerous products, failed to warn consumers of the dangers they pose, and  
3 failed to adequately respond to consumers whose phones have suffered from overheating, fire and  
4 explosion.

5 4. The extreme risk of overheating, fire, and explosion along with **SAMSUNG'S**  
6 concomitant refusal to recall the products leaves **PLAINTIFFS** and each member of the Class  
7 owning phones that have the propensity for the following:



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1 **II. JURISDICTION AND VENUE**

2 5. This action is within the jurisdiction of this Court by virtue of 28 U.S.C. §  
3 1332(d)(2). **PLAINTIFFS** and **SAMSUNG** are citizens of different states and the amount in  
4 controversy of this action exceeds the sum of \$5,000,000, exclusive of interest and costs.

5 6. This Court has personal jurisdiction over **PLAINTIFFS** because they submit to the  
6 Court's jurisdiction in this case.

7 7. This Court has personal jurisdiction over **SAMSUNG ELECTRONICS**  
8 **AMERICA, INC.**, because it conducted and continues to conduct substantial business in  
9 California, and has sufficient minimum contacts with California, including: Samsung Media  
10 Solutions Center America, a division of **SAMSUNG ELECTRONICS AMERICA, INC.**, which  
11 is based out of Mountain View, California; and, **SAMSUNG ELECTRONICS AMERICA,**  
12 **INC.'S** printer product division is headquartered in Irvine, California.<sup>1</sup>

13 8. This Court has personal jurisdiction over **SAMSUNG ELECTRONICS CO., LTD**  
14 because it conducted and continues to conduct substantial business in California, and has sufficient  
15 minimum contacts with California, including: Samsung Strategy and Innovation Center, a global  
16 organization within **SAMSUNG'S** Device Solutions division, is headquartered in Menlo Park,  
17 California; Samsung Information Systems America is headquartered in San Jose, California;  
18 Samsung Semiconductor, Inc. is headquartered in San Jose, California; and, Samsung Open  
19 Innovation Center is located in Palo Alto, California.<sup>2</sup>

20 9. Venue is proper in this Court under 28 U.S.C. § 1391 because **SAMSUNG**  
21 innovates, researches, develops, improves, and markets a substantial amount of phones in this  
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25 <sup>1</sup> See Samsung, U.S. Divisions, available at: [http://www.samsung.com/us/aboutSamsung/Samsung\\_electronics](http://www.samsung.com/us/aboutSamsung/Samsung_electronics/us_divisions/)  
26 [/us\\_divisions/](http://www.samsung.com/ContactUs/ElectronicsAmerica/index.htm); <http://www.samsung.com/ContactUs/ElectronicsAmerica/index.htm>;  
27 <http://www.samsung.com/ContactUs/InformationSystemsAmerica/index.htm>; see also Gannes, Liz, "Samsung  
28 Confirms Four New Bay Area Offices," Allthingsd.com (Dec. 29, 2012 at 2:13PM) available at:  
<http://allthingsd.com/20121229/SAMSUNG-confirms-four-new-bay-area-offices/>; "Samsung Electronics Announces  
New Silicon Valley R&D Center," BusinessWire.com (Sept. 19, 2012 at 9:00 AM) available at:  
[http://www.businesswire.com/news/home/20120919005456/en/Samsung-Electronics-Announces-Silicon-Valley-](http://www.businesswire.com/news/home/20120919005456/en/Samsung-Electronics-Announces-Silicon-Valley-Center)  
Center.

<sup>2</sup> *Ibid.*

1 District. **SAMSUNG** “has been a presence in Silicon Valley for more than two decades.”<sup>3</sup>  
 2 **SAMSUNG’S** Media Solutions Center (a.k.a. Research and Development Center)<sup>4</sup>, which is  
 3 located in this District, “delivers innovative, connected experiences across Samsung’s *mobile* and  
 4 digital ecosystem that enhance the experience of owning a Samsung product,”<sup>5</sup> is “[c]omprised of  
 5 two six-story LEED Platinum designed office buildings totaling nearly 385,000 square feet, and  
 6 two parking structures,” and “serves as an epicenter of innovation and is home to some of the  
 7 world’s top talent,” including “more than 250 doctorate recipients from some of the best schools  
 8 around the globe.”<sup>6</sup> According to a **SAMSUNG** press release, the “great successes” of the labs  
 9 housed at the Media Solutions Center “benefit Samsung’s vast portfolio of mobile, visual display,  
 10 home appliance, wearable and audio and stereo products.”<sup>7</sup> **SAMSUNG** also maintains and  
 11 operates a Strategy and Innovation headquarters “within Samsung’s Device Solutions division,  
 12 with the core missions of open innovation in collaboration with entrepreneurs and strategic  
 13 partners,” within this District. Not to mention, Samsung’s Information Systems America and  
 14 Semiconductor divisions are headquartered in this District, along with an Open Innovation  
 15 Center.<sup>8</sup> Therefore, a substantial part of the events and/or omissions alleged in this complaint,  
 16 giving rise to **PLAINTIFFS’** claims, occurred in, emanated from and/or were directed from this  
 17 District. Venue is also proper because **SAMSUNG** is subject to this District’s personal  
 18 jurisdiction with respect to this action.

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23 <sup>3</sup> “Samsung Electronics Announces New Silicon Valley R&D Center,” BusinessWire.com (Sept. 19, 2012 at 9:00 AM)  
 24 available at: <http://www.businesswire.com/news/home/20120919005456/en/samsung-Electronics-Announces-Silicon-Valley-Center>.

<sup>4</sup> See *Ibid.*

25 <sup>5</sup> See samsung, U.S. Divisions, available at: [http://www.samsung.com/us/aboutsamsung/samsung\\_electronics/us\\_divisions/](http://www.samsung.com/us/aboutsamsung/samsung_electronics/us_divisions/).

26 <sup>6</sup> “Research at the Core of SAMSUNG Research America’s New Mountain View Campus,” SAMSUNG Newsroom  
 27 (Sept. 1, 2015) available at: <https://news.SAMSUNG.com/global/research-at-the-core-of-SAMSUNG-research-america-new-mountain-view-campus>.

<sup>7</sup> *Ibid.*

28 <sup>8</sup> See SAMSUNG, U.S. Divisions, available at:  
[http://www.SAMSUNG.com/us/aboutSAMSUNG/SAMSUNG\\_electronics/us\\_divisions/](http://www.SAMSUNG.com/us/aboutSAMSUNG/SAMSUNG_electronics/us_divisions/).

1 **III. THE PARTIES**

2 **A. PLAINTIFFS**

3 10. **PLAINTIFF DEMETRIUS MARTIN** is a resident of California. In or about  
4 August 2015, **PLAINTIFF MARTIN** purchased a Samsung Galaxy S6 Edge+ smartphone in  
5 California which received cellular service from AT&T, and suffered the injuries and damage  
6 complained of herein in the State of California.

7 11. **PLAINTIFF OMAR ATEBAR** is a resident of California. On or about April 2,  
8 2016, **PLAINTIFF ATEBAR** purchased two (2) Samsung Galaxy S7 smartphones and a Samsung  
9 Galaxy Note5 in California which received cellular service from T-Mobile, and suffered the  
10 injuries and damage complained of herein in the State of California.

11 12. **PLAINTIFF ESTHER VEGA (“E. VEGA”)** is a resident of California. On or  
12 about April 2, 2016, **PLAINTIFF E. VEGA** came into possession of her Samsung Galaxy S7 in  
13 California which which received cellular service from T-Mobile, and suffered the injuries and  
14 damage complained of herein in the State of California.

15 13. **PLAINTIFF JESUS VEGA (“J. VEGA”)** is a resident of California. On or about  
16 April 2, 2016, **PLAINTIFF J. VEGA** came into possession of his Samsung Galaxy Note5 in  
17 California which received cellular service from T-Mobile, and suffered the injuries and damage  
18 complained of herein in the State of California.

19 14. **PLAINTIFF LIZETT ANGUIANO** is a resident of California. On or about April  
20 12, 2015, **PLAINTIFF ANGUIANO** purchased a Samsung Galaxy S6 Edge in California which  
21 received cellular service from Verizon, and suffered the injuries and damage complained of herein  
22 in the State of California.

23 15. **PLAINTIFF TOMAS HERNANDEZ** is a resident of California. In or about  
24 August 2015, **PLAINTIFF HERNANDEZ** purchased a Samsung Galaxy S6 in California which  
25 received cellular service from Verizon, and suffered the injuries and damage complained of herein  
26 in the State of California.

27 16. **PLAINTIFF GREG ROBISON** is a resident of, Maryland. On or about May 25,  
28 2015, **PLAINTIFF ROBISON** purchased a Samsung Galaxy S6 in Maryland purchased a

1 Samsung Galaxy S6 in California which received cellular service from Verizon, and suffered the  
2 injuries and damage complained of herein in the State of Maryland.

3 17. **PLAINTIFF DALE HOLZWORTH, SR.** is a resident of Massachusetts. On or  
4 about June 3, 2016, **PLAINTIFF HOLZWORTH** purchased a Samsung Galaxy S7 Edge in the  
5 Commonwealth of Massachusetts which received cellular service from Sprint, and suffered the  
6 injuries and damage complained of herein in the Commonwealth of Massachusetts.

7 18. **PLAINTIFF ERIC PIRVERDIAN** is a resident of California. On or about July  
8 19, 2015, **PLAINTIFF PIRVERDIAN** purchased a Samsung Galaxy S6 Edge in California which  
9 received cellular service from T-Mobile, and suffered the injuries and damage complained of  
10 herein in the State of California.

11 19. **PLAINTIFF TOMIG SALMASIAN** is a resident of California. On or about  
12 January 29, 2016, **PLAINTIFF SALMASIAN** purchased a Samsung Galaxy S6 Edge in  
13 California which received cellular service from Verizon, and suffered the injuries and damage  
14 complained of herein in the State of California.

15 20. **PLAINTIFF MICHAEL KOUYOUMDJIAN** is a resident of California. On or  
16 about August 27, 2016, **PLAINTIFF KOUYOUMDJIAN** purchased a Samsung Galaxy S7 Edge  
17 in California which received cellular service from AT&T, and suffered the injuries and damage  
18 complained of herein in the State of California.

19 21. **PLAINTIFF DIOR DEE** is a resident of California. In or about October 2016,  
20 **PLAINTIFF DEE** purchased a Samsung Galaxy S7 in California which received cellular service  
21 from Sprint, and suffered the injuries and damage complained of herein in the State of California.

22 22. **PLAINTIFF CORY RAYMOND** is a resident of California. In or about March  
23 2015, **PLAINTIFF RAYMOND** purchased two (2) Samsung Galaxy S7 Edge smartphones in  
24 California which received cellular service from Verizon, and suffered the injuries and damage  
25 complained of herein in the State of California.

26 23. **PLAINTIFF JESUS SANCHEZ** is a resident of California. On or about April 12,  
27 2015, **PLAINTIFF SANCHEZ** purchased a Samsung Galaxy S6 in California which received  
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1 cellular service from Verizon, and suffered the injuries and damage complained of herein in the  
2 State of California.

3 24. **PLAINTIFF FRANCISCO SOTO** is a resident of Arizona. On or about February  
4 8, 2015, **PLAINTIFF SOTO** purchased a Samsung Galaxy S5 in Colorado which received  
5 cellular service from Sprint, and suffered the injuries and damage complained of herein in the State  
6 of Arizona.

7 **B. DEFENDANTS**

8 25. **PLAINTIFFS** are informed and believe, and thereon allege, that **SAMSUNG**  
9 **ELECTRONICS CO., LTD.** was, at all relevant times mentioned herein, a foreign corporation  
10 organized and existing under the laws of the Republic of Korea, with its principal place of business  
11 located at 129 Samsung-Ro, Yeongtong-Gu, Suwon-si, Gyeonggi-do, Korea. **SAMSUNG**  
12 **ELECTRONICS CO., LTD.** is the parent company of **SAMSUNG ELECTRONICS**  
13 **AMERICA, INC.**

14 26. **PLAINTIFFS** are informed and believe, and thereon allege, that **SAMSUNG**  
15 **ELECTRONICS AMERICA, INC.** was, at all relevant times mentioned herein, a New York  
16 corporation organized and existing under the laws of the state of New York and registered with the  
17 California Secretary of State to conduct business in California. **SAMSUNG ELECTRONICS**  
18 **AMERICA, INC.** touts itself as “a recognized innovation leader in consumer electronics design  
19 and technology.”<sup>9</sup> **SAMSUNG ELECTRONICS AMERICA, INC.** is also a wholly owned  
20 subsidiary of Defendant **SAMSUNG ELECTRONICS CO., LTD.**

21 27. **SAMSUNG** is the largest seller of smartphones in the world, dominating 22.8% of  
22 the worldwide market in the second quarter of 2016, nearly double the market share of the next  
23 highest competitor.<sup>10</sup> In 2011 alone, **SAMSUNG** reported \$143.1 billion in sales and had 206,000  
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26 <sup>9</sup> See Samsung, U.S. Divisions, available at: [http://www.samsung.com/us/aboutsamsung/samsung\\_electronics/us\\_divisions/](http://www.samsung.com/us/aboutsamsung/samsung_electronics/us_divisions/).

27 <sup>10</sup> The next closest competitor was Apple with only 11.7% in worldwide sales of smartphones. “Smartphone Vendor  
28 Market Share, 2016 Q2,” International Data Corporation (IDC), available at:  
<http://www.idc.com/prodserv/smartphone-market-share.jsp>.

1 employees worldwide.<sup>11</sup> As of March 2016, **SAMSUNG** held the largest share of the United  
 2 States' smartphone market, at 28.8 percent.<sup>12</sup>

3 **C. AGENCY & CONCERT OF ACTION**

4 28. At all times herein mentioned, **SAMSUNG**, and each of them, hereinabove, were  
 5 the agents, servants, employees, partners, aiders and abettors, and/or joint venturers of each of the  
 6 **SAMSUNG** entities named herein and were at all times operating and acting within the purpose  
 7 and scope of said agency, service, employment, partnership, enterprise, and/or joint venture, and  
 8 each Defendant has ratified and approved the acts of each of the remaining **SAMSUNG** entities.  
 9 Each of the **SAMSUNG** entities aided and abetted, encouraged, and rendered substantial  
 10 assistance to the other **SAMSUNG** entities in breaching their obligations to **PLAINTIFFS** and the  
 11 Class, as alleged herein. In taking action to aid and abet and substantially assist the commission of  
 12 these wrongful acts and other wrongdoings complained of, as alleged herein, each of the  
 13 **SAMSUNG** entities acted with an awareness of his/her/its primary wrongdoing and realized that  
 14 his/her/its conduct would substantially assist the accomplishment of the wrongful conduct,  
 15 wrongful goals, and wrongdoing.

16 **IV. FACTUAL BACKGROUND**

17 **A. SAMSUNG'S GALAXY S AND NOTE PRODUCTS**

18 29. **SAMSUNG** makes Android-based mobile devices, including its popular "Galaxy"  
 19 line of smartphones, phablets, and tablets. New flagship smartphones are released each year and  
 20 are identified as part of the "Galaxy S" series. The first generation "Galaxy S" phone hit the  
 21 market in June 2010, and was followed in subsequent years by the SII, SIII, S4, S5, S6, and S7. In  
 22 between the roll-out of a new flagship model, **SAMSUNG** commonly releases one or more  
 23 iterations of the prior flagship model. These interim iterations are often followed by variants that  
 24 have the word "Edge," "Edge+," or "Active" added to the model name. *See* Table in ¶31.

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 27 <sup>11</sup> "Samsung Electronics Announces New Silicon Valley R&D Center," BusinessWire.com (Sept. 19, 2012 at  
 9:00AM) available at: <http://www.businesswire.com/news/home/20120919005456/en/samsung-Electronics-Announces-Silicon-Valley-Center>.

28 <sup>12</sup> Spence, Ewan "Samsung Topples Apple as Galaxy S7 Defeats iPhone" available at  
<http://www.forbes.com/sites/ewanspence/2016/05/04/samsung-overtakes-apple-us-smartphone-sales/#dcc15d3289f9>

1           30.     In late 2011, **SAMSUNG** began selling a high-end smartphone/tablet hybrid which  
2 it called the “Galaxy Note.” Galaxy Note products were larger than regular smartphones and  
3 include a stylus for additional functionality.

4           31.     Since April 2015, **SAMSUNG** has released the following Galaxy S6, S7 and Note<sup>13</sup>  
5 models:

<b>GALAXY S SERIES</b>	
<b>Model</b>	<b>Release Date</b>
S6	April 2015
S6 Edge	April 2015
S6 Active	July 2015
S6 Edge+	August 2015
S7	March 2016
S7 Edge	March 2016
S7 Active	June 2016
S8	April 2017
S8+	April 2017
<b>GALAXY NOTE SERIES</b>	
<b>Model</b>	<b>Release Date</b>
Note5	August 2015
Note7	August 2016

6           32.     The “Galaxy S” and “Galaxy Note” phones are powered by lithium ion batteries.  
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18           32.     The “Galaxy S” and “Galaxy Note” phones are powered by lithium ion batteries.  
19 Lithium ion batteries power a host of consumer electronic devices, including computers and power  
20 tools. Prior to the Note5 and S6 models, the battery was removable. For the Note 5, S6 and S7  
21 models at issue in this litigation, as well as the recalled Note7, the battery is encompassed in the  
22 product and is no longer removable.

23           33.     The batteries in **SAMSUNG’S** phones are measured in milli-ampere hours  
24 (“mAh”), which is a unit of electric charge that expresses the capacity of a battery – how much  
25 total energy a battery can discharge before needing to be recharged. A battery’s discharge rate is  
26 the amount of current being drawn from the battery. The length of time a battery will run depends  
27 on both the battery’s capacity and discharge rate.

28  
<sup>13</sup> **SAMSUNG** did not release a “Note6.”

1           34.     The Note7 and S6 Active use lithium ion batteries with the same capacity. The S6  
2 Edge+, S7 and Note5 use lithium ion batteries with the same capacity. The S7 Edge and S7 Active  
3 both use lithium ion batteries with greater capacity than the Note7. When Samsung launched its S8  
4 in 2017, after the Note7 recall, it scaled back.

5           35.     The following chart shows the battery capacity of **SAMSUNG’S** Note and Galaxy  
6 S devices:

<b>GALAXY S SERIES</b>	
<u>Model</u>	<u>Battery Capacity</u>
S6	2,550 mAh
S6 Edge	2,600 mAh
S6 Edge+	3,000 mAh
S7	3,000 mAh
S6 Active	3,500 mAh
S7 Edge	3,600 mAh
S7 Active	3,900 mAh
S8	3,000 mAh
S8+	3,500 mAh
<b>GALAXY NOTE SERIES</b>	
<u>Model</u>	<u>Battery Capacity</u>
Note5	3,000 mAh
Note7	3,500 mAh

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23           36.     The Galaxy S6 Active, the Galaxy S7 Edge, and the Galaxy S7 Active all contain  
24 batteries with at least the capacity of the recalled Note7 battery.

25           37.     The S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (the  
26 “Subject Phones”), as well as the Note7, all pose a risk of overheating, fire and explosion as they  
27 were designed, engineered, developed, manufactured, produced and/or assembled in a substantially  
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1 similar manner to the Note7. While **SAMSUNG** has recalled the Note7, it has not done so with  
2 respect to the Subject Phones.

3 **B. THE DANGERS OF THE LITHIUM ION BATTERIES IN SAMSUNG'S**  
4 **SMARTPHONES**

5 38. The dangers posed by lithium ion batteries made headlines recently when numerous  
6 **SAMSUNG** Note7 devices exploded and burst into flames. This caused the Consumer Product  
7 Safety Commission (“CPSC”) to order a formal recall of the Note7. The Note7 devices have also  
8 been banned from all commercial air travel. **SAMSUNG** initially offered an exchange program for  
9 the Note7.

10 39. Lithium ion batteries are often used in consumer electronics. However, they present  
11 inherent risks which require software, hardware and design solutions and protections to operate  
12 safely. The electrolyte material in the batteries is highly volatile, flammable, and potentially  
13 explosive if it gets too hot. Dr. Donald Sadoway, a Materials Chemistry professor at MIT,  
14 described why lithium ion batteries explode in an interview with *Time Magazine*:<sup>14</sup>

15 If the temperature gets high enough . . . at some point, if you get up to about 400-  
16 500 degrees Centigrade, the metal oxide in the negative electrode actually starts  
17 liberating oxygen. And that’s really dangerous, because now, instead of having a  
18 fire . . . getting its oxygen from the air surrounding it, it’s getting its oxygen from  
inside the battery itself. ***The term of art is, this has now become a bomb.*** You’ve  
got fuel and oxygen in the same place at the same time.

19 40. This is often referred to as a “thermal runaway” event, after which the battery will  
20 catch fire or explode. A thermal runaway event generates high temperatures exceeding 1100  
21 degrees Fahrenheit. It can happen in a variety of circumstances, including when the battery is  
22 overcharged, when it is rapidly discharged, when there is a cell defect, when there is cell damage,  
23 and in heat.<sup>15</sup> According to Scientific American:

24 ***... faulty batteries can be overcharged. Well-made batteries will stop charging***  
25 ***automatically once they’re full,*** but that’s not always the case for faulty batteries,

26 <sup>14</sup> “We Asked a Battery Expert Why Samsung’s Phones Are Catching Fire, by Alex Fitzpatrick, published by Time  
27 Magazine on September 9, 2016 (emphasis added), available at: <http://time.com/4485396/samsung-note-7-battery-fire-why/>

28 <sup>15</sup> See, Federal Aviation Administration (“FAA”), Summary of Findings from Previous Tests – Lithium-ion, available  
at: [http://www.icao.int/safety/DangerousGoods/pptfaa/Full scale ion and large format.pptx](http://www.icao.int/safety/DangerousGoods/pptfaa/Full%20scale%20ion%20and%20large%20format.pptx) (last accessed October 13,  
2016).

1 ... If left plugged in for too long, the lithium ions can collect in one spot and be  
 2 deposited as metallic lithium within the battery.... Also, heat from the  
 3 overcharging can cause oxygen bubbles within the gel, which are highly reactive  
 with metallic lithium.<sup>16</sup>

4 41. In cellular phones, both software and hardware regulate the temperature, charging  
 5 and use of the battery. If the software protocols are programmed or set incorrectly a thermal  
 6 runaway event can occur. A careless manufacturing process that leaves unwanted material in the  
 7 battery can also lead to thermal runaway. A poorly manufactured separator that breaks can also  
 8 lead to thermal runaway. As can a defective thermal spreader can lead to a thermal runaway.

9 42. **SAMSUNG** initially stated the Note7's problem was limited to only one (1) of its  
 10 two (2) battery supply sources. After the initial recall and exchange of the Note7 devices, more  
 11 explosions of the devices were reported. On October 13, 2016, **SAMSUNG** announced it was  
 12 recalling all Note7 devices, original and exchanged. As reported by the Wall Street Journal<sup>17</sup>:

13 The X-ray and CT scans showed a pronounced bulge.

14 After reports of Galaxy Note7 smartphones catching fire spread in early  
 15 September, Samsung Electronics Co. executives debated how to respond. Some  
 16 were skeptical the incidents amounted to much, according to people familiar with  
 the meetings, but others thought the company needed to act decisively.

17 A laboratory report said scans of some faulty devices showed a protrusion in  
 Note7 batteries supplied by Samsung SDI Co., a company affiliate, while phones  
 18 with batteries from another supplier didn't.

19 It wasn't a definitive answer, and there was no explanation for the bulges. But  
 20 with consumers complaining and telecom operators demanding answers, newly  
 appointed mobile chief D.J. Koh felt the company knew enough to recall 2.5  
 21 million phones. His suggestion was backed by Samsung's third-generation heir  
 apparent, Lee Jae-yong, who has advocated for more openness at one of the  
 world's most opaque conglomerates.

22 That decision in early September—to push a sweeping recall based on what  
 23 turned out to be incomplete evidence—is now coming back to haunt the company.

24 Two weeks after Samsung began handing out millions of new phones, with  
 25 batteries from the other supplier, the company was forced to all but acknowledge  
 that its initial diagnosis was incorrect, following a spate of new incidents, some  
 involving supposedly safe replacement devices. With regulators raising fresh

26  
 27 <sup>16</sup> <https://www.scientificamerican.com/article/the-science-behind-samsung-phone-battery-fires/> (last accessed October  
 13, 2016) (emphasis added).

28 <sup>17</sup> Cheng, Jonathan and McKinnon, John, "The Fatal Mistake that Doomed Samsung's Galaxy Note," available at  
<http://www.wsj.com/articles/the-fatal-mistake-that-doomed-Samsungs-galaxy-note-1477248978>.

1 questions, Messrs. Lee and Koh decided to take the drastic step of killing the  
2 phone outright.

3 43. **SAMSUNG** instructed consumers who had a Note7 device to “please power down  
4 immediately” and “contact the carrier or retail outlet where they purchased their device.”<sup>18</sup>  
5 **SAMSUNG** stated that it was announcing the program “in cooperation with the U.S. Consumer  
6 Product Safety Commission and in partnership with carriers and retailers.”<sup>19</sup>

7 44. Consumers could turn in their Note7 devices (both the original and exchanged  
8 versions) for refunds, exchanges for **SAMSUNG** products or other smartphones and offered  
9 between \$25 and \$100 “bill credits.” Consumers who exchanged their Note7 for other **SAMSUNG**  
10 devices were offered \$100 bill credits.<sup>20</sup> Consumers who elected to receive a refund or purchase a  
11 different brand of smartphone, were offered \$25 bill credits, “less any incentive credits already  
12 received.”<sup>21</sup>

13 45. Since the lead *Martin* case was filed in November 2016 Samsung has issued a root  
14 cause analysis of the Note7 thermal runaway events. Specifically, Samsung has claimed that there  
15 were multiple manufacturing defects in the batteries in the first batch of Note7s and in the  
16 replacement Note7s.

17 46. Notably, when Samsung rolled out the S8 models in 2017 it focused its consumer  
18 advertising campaign on safety, claiming:

19 We learned from the Galaxy Note7 issues and have made changes as a result.  
20 From re-assessing every step of our smartphone manufacturing process to  
21 redesigning our quality assurance program, we are committed to implementing  
22 every learning to ensure quality and safety going forward.  
23  
24  
25

26 <sup>18</sup> See “Samsung Note7 Safety Recall” available at <http://www.samsung.com/us/note7recall/>, updated October 13,  
2016.

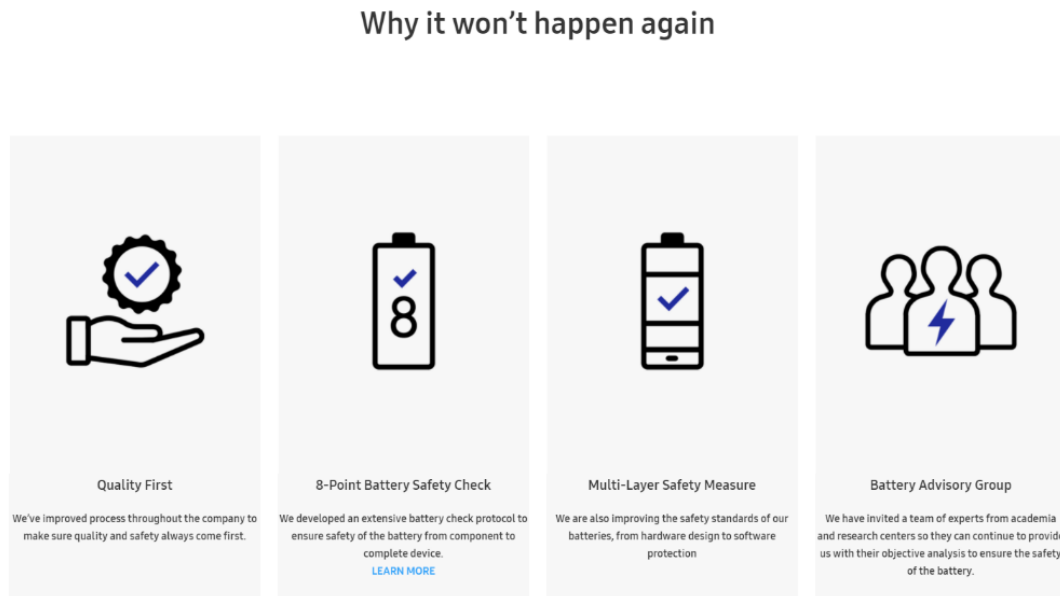
27 <sup>19</sup> *Ibid.*

28 <sup>20</sup> For consumers who had already exchanged their phones, they were offered a \$75 bill credit in addition to the \$25  
bill credit from the exchange program. *Ibid.*

<sup>21</sup> *Ibid.*

1 <http://www.samsung.com/us/explore/note7-press-conference-detail/>, visited July 19, 2017.

2 Samsung’s website contains the following explanation of “why it won’t happen again”:



14 <http://www.samsung.com/us/explore/note7-press-conference-detail/>, last visited July 19, 2017.

15 47. Outside of the Note7 recall, **SAMSUNG** has taken no steps to recall or warn  
16 consumers about the risks of overheating, fire and explosion posed by its Subject Phones. It denies  
17 that the Subject Phones are dangerous or defective – however, the S8 campaign stands as an  
18 implicit admission that the safety standards and production processes at Samsung were not  
19 adequate before 2017.

20 C. **SAMSUNG WAS AND IS AWARE OF OVERHEATING PROBLEMS WITH**  
21 **THE SUBJECT PHONES, FAILED TO FIX THE PROBLEM OR WARN**  
22 **ITS CUSTOMERS**

23 48. **SAMSUNG** made the choice to increase the power of the battery in the Subject  
24 Phones despite knowing that older models and generations with less powerful batteries were  
25 experiencing problems with overheating, catching fire, and even exploding. The problem dates  
26 back several years; and well before the release of the Subject Phones. It is only with the Note7 that  
27 complaints of overheating, fire and explosion became so overwhelming that **SAMSUNG** could no  
28 longer ignore or mask the problem.



1           49.     **SAMSUNG** had good reason to be concerned about overheating in its smartphones.  
 2 The occurrence of similar incidents in other models of **SAMSUNG** phones and electronic devices  
 3 has been reported through the media and consumer protection agencies for years. Despite  
 4 knowledge and awareness, **SAMSUNG** failed to fix the root problem, notify or warn the public of  
 5 the dangers its electronic devices presented, initiate a recall of all devices where overheating,  
 6 explosion, and/or fire were foreseeable, or otherwise address the problem.

7           50.     The CPSC has recorded numerous consumer incident reports of **SAMSUNG**  
 8 phones and accessories overheating, catching fire, and even exploding. The reports relate to a  
 9 variety of devices—including the Galaxy S2, Galaxy Tab 2, Galaxy Tab 3, Galaxy S3, Galaxy S4  
 10 Active, Galaxy S5, Galaxy S6, Galaxy S6 Edge, and Galaxy S6 Active. The consumer complaints  
 11 of such problems date back to August of 2011.

12           51.     Consumer reports to CPSC regarding unsafe Samsung Galaxy S and Samsung  
 13 Galaxy Note products (not including complaints regarding the Note7) include the following:

14           •       On December 6, 2012, a Health Care Professional reported that a Galaxy S3 got  
 15 “warm” and caused a “partial thickness” burn on a consumer’s right cheek. CPSC Report No.  
 16 20121206-FE67D-2147461269.

17           •       On February 28, 2013, a consumer reported that he or she observed a Galaxy S2  
 18 “overheating” and “battery swelling.” The consumer expressed “[f]ear of battery fire.” CPSC  
 Report No. 20130228-0C612-2147458351.

19           •       On August 16, 2013, a consumer reported that a Galaxy S2 began “hissing,” made a  
 20 loud “POP,” and filled the room with a noxious smoke. The incident occurred while the device  
 was charging at night. CPSC Report No. 20130816-DOB19-2147453034.

21           •       On January 20, 2014, a consumer reported that a Samsung Galaxy S3 and charging  
 22 cord became “visibly burned and melted.” The consumer reported “[i]t looks like it had been on  
 23 fire momentarily.” The incident occurred while the device was charging. CPSC Report No.  
 20140120-0DFDC-2147448018.

24           •       On April 17, 2014, a consumer reported that a Galaxy S4 started to “smell” and  
 25 “smoke,” causing the charger to melt into the phone. The incident occurred while the device was  
 charging. CPSC Report No. 20140417-51573-2147445343.

26           •       On April 25, 2014, a consumer reported that a Galaxy S3 made a “loud pop,” and  
 27 “the battery ... shot the back cover and battery out of the phone spraying a black fluid out and  
 28 pouring out black smoke ... the battery pack was red in color and smoking hot ....” The device  
 was charging at the time. CPSC Report No. 20140425-7FBF6-2147445126.

1           •       On May 1, 2014, a consumer reported that a Galaxy S4 became “extremely hot”  
2 and burned the consumer’s son. The consumer contacted Samsung about the incident, but they had  
3 not called back at the time of the report. The consumer reported he felt the “phone is dangerous.”  
CPSC Report No. 20140501-C2DA6-2147444903.

4           •       On May 12, 2014, a consumer reported that a Galaxy S4 “became so hot it melted  
5 the cable. I’m not sure if there was fire but the device was certainly smoking.” The device was  
6 charging at the time. CPSC Report No. 20140512-5B5C8-2147444606.

7           •       On September 29, 2014, a consumer reported that a Galaxy S4 began smoking and  
8 the “battery caught on fire,” damaging the consumer’s floor. The consumer reported the incident  
9 directly to Samsung. CPSC Report No. 20140929-BD00A-1431381

10           •       On November 2, 2014, a consumer reported that a Galaxy S4 began burning in the  
11 consumer’s pocket. When the consumer pulled the phone out of his or her pocket, it seared the  
12 consumer’s skin. The consumer further reported “[t]he temperature was equivalent to pulling  
13 something out of the oven after baking or boiling water and dunking your hand in it.” CPSC  
14 Report No. 20141102-D37FA-2147439274.

15           •       On November 13, 2014, a consumer reported that a refurbished Galaxy S4 awoke  
16 the consumer with the smell of burning electronics, and burned the consumer’s hand before the  
17 consumer realized “the phone was starting to catch fire.” The consumer further reported that “[t]he  
18 charging port was burnt, the cord was melted, and [his or her] sheets and mattress pad were burnt.”  
19 CPSC Report No. 20141113-0F420-2147438923.

20           •       On December 30, 2014, a consumer reported that a Galaxy S4 “literally melted to  
21 [the consumer’s] counter” while charging. The consumer further reported that “[t]he area around  
22 the charging port was black and melted.” CPSC Report No. 20141230-C86A9-2147437158.

23           •       On July 24, 2015, a consumer reported that a Galaxy Note 2 “became hot,” and  
24 emitted “large amounts of smoke” and “sparks.” The consumer further reported that the battery  
25 “projected out of the back of the device ... leaving burn marks and a hole in the carpet.” CPSC  
26 Report No. 20150724-ABD3B-2147429986.

27           •       On August 9, 2015, a consumer reported that a Galaxy S5 began “smoking from the  
28 point at which the charge plugs into the phone.” Both the phone and charger had “burn marks and  
were melted slightly.” The consumer further reported that he or she feared the phone or charger  
would have started a fire if the consumer had not woken up. CPSC Report No. 20150809-FD1A7-  
2147429518.

          •       On September 19, 2015, a consumer reported that the Samsung charging device for  
a Galaxy S6 was “overheating excessively under normal use.” “The consumer further reported  
that the heating was “severe” enough to burn the consumer. CPSC Report No. 20150919-9088D-  
2147428266.

          •       On December 29, 2015, a consumer reported that a Samsung phone charger for a  
“Newer Samsung Galaxy” had “almost started on fire.” The “phone was red hot,” the tip of the

1 charger was black, and the phone was “completely toast.” The consumer further reported: “Totally  
2 unsafe! My house could have started on fire.” CPSC Report No. 20151229-96F83-2147425364.

3 • On January 14, 2016, a consumer reported that a charging device for a Galaxy S4  
4 got “extremely hot and started to melt.” CPSC Report No. 20160114-AC115-1545877.

5 • On January 18, 2016, a consumer reported that a Galaxy S6 Edge became  
6 “extremely hot to touch,” and developed a crack in the screen. CPSC Report No. 20160118-  
B87EB-2147424570.

7 • On January 23, 2016, a consumer reported that a Galaxy S6 began emitting a  
8 “strange smell,” and that the Samsung charger was “warped, melted, and discolored.” The  
9 consumer further reported that the phone was “extremely hot” to the point it would have “burned a  
small child.” The incident occurred while the phone was charging. CPSC Report No. 20160123-  
F8845-2147424397.

10 • On March 21, 2016, a consumer reported that a Samsung charging device for a  
11 Galaxy S6 “caught on fire and melted.” CPSC Report No. 20160321-83C90-2147420788.

12 • On September 16, 2016, a consumer reported that a Galaxy S4 Active “melted” into  
13 the charging cable. The phone burned the consumer’s finger. The consumer further reported that  
the phone “probably could have got a fire.” CPSC Report No. 20160916-61984-2147414098.

14 • On September 16, 2016, a consumer reported that the battery of a Samsung Galaxy  
15 S5 is “bulging” and the phone is “warm to touch.” The consumer further reported that Samsung  
16 refused to do anything other than sell the customer a new battery because the phone “had not yet  
exploded.” CPSC Report No. 20160916-13A98-2147414102.

17 • On September 16, 2016, a consumer reported that a Samsung Galaxy S6 Active  
18 “burned up while charging via a Samsung charger.” The incident set off smoke alarms, filled the  
19 customer’s bedroom with smoke, charred curtains and bedding, and burned through the hardcover  
of a book. The consumer reported that she contacted Samsung about the incident, and that  
20 Samsung gave her the “runaround.” CPSC Report No. 20160916-1BB3F-2147414093.

21 52. Numerous additional complaints have been submitted by consumers to  
22 saferproducts.gov. Reports at saferproducts.gov related to the Subject Phones include the  
23 following:

24 • On November 16, 2015, a consumer reported suffering “a first degree burn of my  
25 right ring finger due to excessive heat from the charger at the point of connection to the phone  
while on ‘fast charge’ mode.”

26 • On January 18, 2016, a consumer reported that “during operation” of their Galaxy  
27 S6 Edge, it “became extremely hot to touch and the screen developed a crack.”

28

1           •       On June 21, 2016, a consumer reported that at “1230am on June 9, 2016 using the  
2 Samsung charger that is issued with the phone. The phone was sitting on the side of the bed, with  
3 nothing covering it, and around 4am [] it pretty much exploded and caught on fire. The sound was  
so loud it woke my child up in the next room. The fire burnt through my sheets, mattress . . .”

4           •       On August 17, 2016, a consumer being burned and scarred as a result of repeated  
5 overheating of their Galaxy S6 Edge. On September 2, 2016, a consumer reported the battery in  
their Galaxy S6 Active caught fire and nearly caused a house fire.

6           •       On September 10, 2016, a consumer reported he had placed his S7 Edge in his  
7 “right front pocket” and that “shortly thereafter he noticed his phone whistling, screeching, and  
8 vibrating, as well as smoke coming from his pocket.” According to the report, the consumer  
9 suffered burns to his hand when he tried to remove the phone from his pocket and that, “without  
warning the S7 Edge exploded and caught fire” causing second and third degree burns.

10          •       On September 16, 2016, a consumer reported their Galaxy S6 Active “burned up  
11 while charging via a Samsung charger. The smoke alarms went off and our bedroom was filled  
12 with smoke. There was char on the curtains about 2 feet away from the bed and charred marks on  
13 the headboard; the phone burned through the hardcover of a book.” The consumer complained  
about receiving the “runaround” from Samsung customer service and suffering through substantial  
delays prior to receiving a replacement and check for the property damage.

14          •       On September 16, 2016, a consumer reported her “two-month-old Samsung S7  
15 Edge got so hot that it burned my hand and I could not hold onto it.”

16          •       On September 19, 2016, a consumer reported their five month old Galaxy S6  
17 charger was overheating and had “melted plastic from the overheating of the charger.” The  
18 consumer reported the “Heating is severe,” and that the phone “gets very hot to the touch. . .  
enough to burn myself.” The consumer also reported that the “chargers are original chargers, from  
the box . . . that came with the phone.”

19          •       On September 21, 2016, a consumer reported their Galaxy S6 “heats up to the point  
20 where it can’t be used because it’ll burn,” and that Samsung had refused to address his serious  
concern about his own safety and risk of fire or explosion.

21          •       On September 23, 2016, a consumer reported using a Samsung Galaxy S6 “when it  
22 started reporting it no longer had service. It then got very hot near the power button. I burnt my  
23 finger trying to get it to turn off.” The consumer explained that “Despite getting hot enough that I  
got a burn that blistered, the phone has never reported itself as being overheated.”

24          •       On September 26, 2016, a consumer reported her phone charger cord was “hot,  
25 melted and smoking” while her Galaxy S7 was plugged in and charging.

26          •       On September 30, 2016, a consumer reported the following about their Galaxy S6  
27 Active: “9-26-2016 I woke up at 5:30 took phone off charger and did usual checking email and  
28 played games on phone until 6:30. Phone was not hot that I could tell. After taking kids to the bus  
about 20 minutes without using the phone I took it out of my pocket laid it on my bed and it

1 popped really loud and start spewing smoke and melted plastic out of the phone on both ends,  
2 screen shattered and the case melted. The smoke alarms went off and the phone was too hot to  
touch.”

3 • On October 1, 2016, a consumer reported their Galaxy S7 was having significant  
4 problems with the “phone getting extremely and dangerously hot.” The consumer reported the  
5 problem to Samsung, but was told that the S7 was not affected by the recall of the Note7 and that  
6 Samsung would not replace it because it was outside the 30-day warranty period. According to the  
report, the problem worsened until the “phone got so hot that it melted into the [] case.”

7 • On December 2, 2016, a consumer reported his Samsung Galaxy S5 battery swelled  
8 so much that the face of the phone was detached from the base.

9 • On January 2, 2017, a consumer reported the following regarding their Galaxy S7  
10 Edge: “On Friday, December 30th at around 7:38 am, I left my phone charging and I woke up next  
to my phone bursting into sparks and flames.”

11 • On January 23, 2017, a consumer reported that their S6 was overheating.

12 • On January 31, 2017, a consumer reported that their Galaxy Edge 7 Plus caused  
13 facial burns.

14 • On February 2, 2017, a consumer reported his Samsung Galaxy S7 was overheating  
15 excessively and he complained to Samsung and was told there was no refund policy.

16 • On February 4, 2017, a consumer reported the battery in their Galaxy S7 Edge  
17 overheated repeatedly causing burns.

18 • On February 6, 2017, a consumer reported their “Samsung Galaxy S7 phone was  
19 sitting on a countertop, not plugged in, when suddenly there was a popping sound, and smoke  
began spewing out of the phone.”

20 • On February 11, 2017, a consumer reported “Samsung Galaxy S7 battery exploded  
21 and caught fire while charging on nightstand. Produced heavy smoke in home, sent spouse to  
hospital due to smoke inhalation.”

22 • On March 21, 2017, a consumer reported that their S7 caught fire.

23 • On April 17, 2017, a consumer reported that their S7 started smoking and caught  
24 fire.

25 • On February 11, 2017, a consumer reported their Galaxy S7 “exploded and caught  
26 fire while charging on nightstand. Produced heavy smoke in home, sent spouse to hospital due to  
smoke inhalation.”

27 • On May 26, 2017, a consumer reported their Galaxy S7 “over heated badly and  
28 melted apart.” He reported that his carrier told him that it was the same battery issue as the

1 Samsung S7 Edge and Note and to contact Samsung. The person sent by Samsung to pick up the  
2 phone told the consumer that the consumers “S7 Galaxy isn’t the only one doing this.”

3 • On May 30, 2017, a consumer reported their Galaxy S7 Edge caught fire and  
4 Samsung demanded the phone be returned for “cause analysis.”

5 • On May 31, 2017, a consumer reported: “On 5/29/17, I had my Samsung Galaxy S6  
6 active phone charging on my bed as I was sleeping. It was not covered by any materials. At around  
7 3am, I wake up to a hissing noise and a harsh, chemical smell. I then see a flash of bright light and  
8 start screaming fire. My partner was still awake in the other room and rushed in. He grabbed the  
9 phone and threw it on the outside patio. The phone spewed chemicals on my bed, a blanket, and  
10 two pillows.”

11 • On September 23, 2016, a consumer reported using a Samsung Galaxy S6 “when it  
12 started reporting it no longer had service. It then got very hot near the power button. I burnt my  
13 finger trying to get it to turn off.” The consumer explained that “Despite getting hot enough that I  
14 got a burn that blistered, the phone has never reported itself as being overheated.”

15 53. **SAMSUNG** is and was aware of these reports and the hazards posed by their  
16 phones because consumers report the incidents directly to **SAMSUNG**, and **SAMSUNG** has also  
17 acknowledged the reports by responding on the consumer agency’s website with a boilerplate  
18 response.

19 54. **SAMSUNG** even took specific steps to attempt to address the overheating issues in  
20 designing the hardware for the S7, relying on unconventional technology and unproven designs to  
21 attempt to provide a partial solution to the overheating problems in its smartphones hardware  
22 designs.

23 55. **SAMSUNG’S** website describes the new hardware used to attempt to address these  
24 concerns, known as a “thermal spreader.” According to **SAMSUNG**, the thermal spreader it  
25 designed was “unlike conventional thermal spread technology.”<sup>22</sup> **SAMSUNG’S** team responsible  
26 for designing the system further stated that “due to the spatial limits of smartphones, the cooling  
27 system’s cooling capacity alone is not enough to cool the device. We need to calculate the amount  
28 of electric current and optimize the heat control algorithm to minimize occurring heat. In other

<sup>22</sup> See <https://news.samsung.com/global/faces-of-innovation-galaxy-s7-s7-edge-how-we-created-the-cooling-system-in-the-galaxy-s7-and-s7-edge>.

1 words, the new thermal spreader hardware controls the heat more effectively but the software heat-  
2 control algorithm must be made compatible to ensure best performance.”<sup>23</sup>

3 **D. SAMSUNG’S CONCEALED THE DANGERS POSED BY ITS PRODUCTS**

4 56. Despite knowledge of the overheating problem existing across multiple models and  
5 generations of **SAMSUNG** phones and despite choosing to put increasingly powerful batteries in  
6 smaller spaces in the Subject Phones, **SAMSUNG** concealed from consumers the risks of fire,  
7 explosion and overheating.

8 57. **SAMSUNG** marketed the S6 Active as indestructible, innovative, and better than  
9 ever. According to **SAMSUNG**: “AT&T is bringing its customers the toughest and most advanced  
10 member of the Galaxy S family. The Samsung Galaxy S6 Active . . . is designed with your active  
11 lifestyle in mind. It gives you the durability you want while boasting a sleek, lightweight design  
12 and all of the innovation the Galaxy S6 has to offer.”<sup>24</sup>

13 58. It is “[b]uilt to withstand whatever everyday life throws its way, the Samsung  
14 Galaxy S6 active has IP68 certified casing that is water resistant up to 1.5 meters for up to 30  
15 minutes, shock resistant, and dust proof.”<sup>25</sup>

16 59. According to Tim Baxter, President, Chief Operating Officer, and General Manager  
17 of **SAMSUNG**: “With the Galaxy S6 active, we’re delivering consumers with high durability  
18 coupled with the powerful performance of Samsung’s latest flagship smartphone. The result is a  
19 smartphone that brings ruggedized capabilities and water resistance coupled with the camera,  
20 battery and design features that empower our consumers and business users to do more.”<sup>26</sup>

21 60. According to Kwangjin Bae, the Principal Engineer at IT & Mobile  
22 Communications, “the goal was to make Samsung’s latest flagship smartphone as strong and  
23 durable as possible,” for which, “[t]he development team for the Galaxy S6 worked around the  
24 clock. It was one of the most difficult times of my life and all the members of the group from  
25

26 <sup>23</sup> *Ibid.*

27 <sup>24</sup> “Samsung Galaxy S6 active Available Exclusively at AT&T,” Samsung Newsroom (June 9, 2015) available at:  
<https://news.samsung.com/global/Samsung-galaxy-s6-active-available-exclusively-at-att>.

28 <sup>25</sup> *Ibid.*

<sup>26</sup> *Ibid.*

1 bottom to the top worked together as one in developing the new product. It was not an easy task  
2 because it was uncharted territory for all of us.”<sup>27</sup>

3 61. **SAMSUNG** bragged: “[i]n introducing innovation, not only in design and  
4 engineering, but also in manufacturing processes, Samsung adheres to its notoriously strict quality  
5 control policy. Each product undergoes intense durability testing such as drop tests, bending test  
6 and performance testing among many other steps. Samsung takes to ensure the highest quality  
7 products. By fusing together innovation with durability, Samsung is able to provide the level of  
8 quality consumers expect from Samsung.”<sup>28</sup>

9 62. **SAMSUNG** marketed the S6 Edge+ as being “More than a phone, it’s the hub of  
10 your life, always with you, always on...you do everything with your phone... shouldn’t you expect  
11 more from it?” And **SAMSUNG** also worked to decrease the charging time, advertising that, on  
12 the S6, S7 and Note5 models that charging was faster than ever and the phone could be fully  
13 charged in ninety minutes.

14 63. **SAMSUNG** advertised the S6 as having “next level performance” and “next level  
15 charging,” including built in wireless charging.

16 64. **SAMSUNG** advertised and marketed the S7 models by explaining that it was “not  
17 just launching a new phone, we are launching a new way of thinking about what a phone can do.”  
18 **SAMSUNG** stated, “our phones go everywhere with us,” and told consumers “Time is valuable. If  
19 time is the most valuable thing, why would you waste time charging your phone” in advertising the  
20 “fast charging” capabilities of the S7 models.

21 65. **SAMSUNG** advertised the S7 Active as the “toughest Samsung ever” and touted its  
22 battery performance and fast charging capability.

23 66. Despite these descriptions and marketing efforts, **SAMSUNG** concealed from  
24 consumers the risks of overheating, fire, and explosion posed by the Subject Phones.

25 **SAMSUNG’S** omissions were material to consumers’ purchasing decisions in that had consumers

26 \_\_\_\_\_  
27 <sup>27</sup> “[Editorial] The Perfect Fusion: The Story Behind the Metal and Glass of the Galaxy S6,” Samsung Newsroom  
(June 1, 2015) available at: <https://news.Samsung.com/global/the-perfect-fusion-the-story-behind-the-metal-and-glass-of-the-galaxy-s6-ass-and-metal-was-not-without-its-challenges-the-story-behind-the-galaxy-s6-sound>.

28 <sup>28</sup> “Forming Glass, Metal Frame – The Art of Craftsmanship in the Galaxy S6,” Samsung Newsroom (March 2, 2015)  
available at: <https://news.samsung.com/global/forming-glass-forging-metal-the-art-of-craftsmanship-in-the-galaxy-s6>.



1 been warned of the dangers of the products, they would not have purchased the Subject Phones or  
2 would have paid less for the Subject Phones than they paid.

3 67. Even while **SAMSUNG** was performing its recalls of the Note7, it continued to  
4 attempt to conceal the scope of the problem. **SAMSUNG** reportedly offered to pay at least one  
5 consumer in China approximately \$900 to replace his Note7 if he agreed not to publicize a video  
6 of his smartphone overheating and smoking.<sup>29</sup> **SAMSUNG** has also issued copyright claims to  
7 YouTube in order to take down parody videos posted by the public of the Note7 bursting into  
8 flames or exploding.<sup>30</sup> And despite the well-publicized recall of the Note7, **SAMSUNG** continues  
9 to hide the risks of the Subject Phones, and has taken no steps to warn its customers or recall  
10 additional products subject to the same dangers.

11 68. On October 12, 2016, in the midst of the Note7 recalls, **SAMSUNG** reportedly<sup>31</sup>  
12 sent push notifications directly to some of its consumers' smartphones:

13  
14 Safety Recall Notice ×

15  
16   
17 Your Galaxy S7 is not an affected  
18 device.

19 The Galaxy S7 is not subject to recall.  
20 You can continue to use your device  
21 normally

22 69. **SAMSUNG** knew the Subject Phones were defectively designed or manufactured,  
23 would fail without warning, posed a risk to the public, and were not suitable for their intended use.  
24 Until the problem became too widespread, publicized, and pervasive to ignore with the Note7,  
25

26 <sup>29</sup> Wee, Sui-Lee, "Samsung's Uneven Handling of Galaxy Note7 Fires Angers Chinese," (available at  
[http://www.nytimes.com/2016/10/19/business/Samsung-galaxy-note7-china-test.html?\\_r=0](http://www.nytimes.com/2016/10/19/business/Samsung-galaxy-note7-china-test.html?_r=0)).

27 <sup>30</sup> BBC News, October 21, 2016, "Samsung 'blocks' exploding Note7 parody videos" (available at  
<http://www.bbc.com/news/technology-37713939>).

28 <sup>31</sup> Haselton, Todd "Samsung to Galaxy S7 Owners: Your Phone is NOT Recalled" (available at  
<http://www.technobuffalo.com/2016/10/12/galaxy-s7-not-recalled/>).

1 **SAMSUNG** failed to warn **PLAINTIFFS**, the Class and the public about the inherent dangers of  
2 the Subject Phones, despite having a duty to do so. Additionally, **SAMSUNG** has continued to fail  
3 to warn consumers of the dangers related to the Subject Phones, implying the Note7 is an outlier  
4 and that **SAMSUNG'S** other products, including the Subject Phones, are safe.

5 70. **SAMSUNG** owed **PLAINTIFFS** a duty to disclose the defective nature of Subject  
6 Phones, including the dangerous risk of explosion, fire and overheating, because **SAMSUNG**:

7 a. possessed exclusive knowledge of the defects rendering the Subject Phones  
8 inherently more dangerous and unreliable than similar smartphone products; and,

9 b. intentionally concealed the dangerous situation with the Subject Phones through  
10 their marketing campaign and recall programs.

11 71. **SAMSUNG**, and each of them, designed, engineered, developed, manufactured,  
12 tested, produced, assembled, labeled, supplied, imported, distributed, and sold the Subject Phones  
13 and their component parts and constituents, which were intended by **SAMSUNG**, and each of  
14 them, to be used as a consumer smartphone.

15 72. The Galaxy S6 is unsafe for its intended use by reason of defects in its design,  
16 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
17 safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious injury.

18 73. The Galaxy S6 Edge is unsafe for its intended use by reason of defects in its design,  
19 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
20 safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious injury.

21 74. The Galaxy S6 Edge+ is unsafe for its intended use by reason of defects in its  
22 design, engineering, development, manufacturing, testing, production, and/or assembly, such that it  
23 cannot safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious  
24 injury.

25 75. The Galaxy S6 Active is unsafe for its intended use by reason of defects in its  
26 design, engineering, development, manufacturing, testing, production, and/or assembly, such that it  
27 cannot safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious  
28 injury.

1           76.     The Galaxy Note5 is unsafe for its intended use by reason of defects in its design,  
2 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
3 safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious injury.

4           77.     The Galaxy S7 is unsafe for its intended use by reason of defects in its design,  
5 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
6 safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious injury.

7           78.     The Galaxy S7 Edge is unsafe for its intended use by reason of defects in its design,  
8 engineering, development, manufacturing, testing, production, and/or assembly, such that it cannot  
9 safely serve its purpose, but can instead expose the public and **PLAINTIFFS** to serious injury.

10          79.     The Galaxy S7 Active is unsafe for its intended use by reason of defects in its  
11 design, engineering, development, manufacturing, testing, production, and/or assembly, such that it  
12 cannot safely serve its purpose, but instead exposes the public and **PLAINTIFFS** to serious injury.

13           **E.     PLAINTIFFS' EXPERIENCES**

14                   **1.     Demetrius Martin's Experience**

15           80.     While using his Samsung Galaxy S6 Edge+, **PLAINTIFF MARTIN**'s device  
16 consistently overheated and was the hot to the touch. Eventually, on or about December 30, 2015,  
17 **PLAINTIFF MARTIN**'s device caught fire while it was plugged in and, as a result of the fire, the  
18 battery expanded into an egg shape, and the front and back of the phone shattered. This has  
19 impaired and impeded his use of the device.

20                   **2.     Omar Atebar's Experience**

21           81.     While using his Samsung Galaxy S7, **PLAINTIFF ATEBAR**, has experienced the  
22 phone overheating to the point where a "danger" screen appears. When the phone overheats,  
23 **PLAINTIFF ATEBAR** is forced to attempt to cool the phone with an air conditioner so that the  
24 phone can be used. This has impaired and impeded his use of the device.

25                   **3.     Esther Vega's Experience**

26           82.     While using her Samsung Galaxy S7, **PLAINTIFF E. VEGA** has experienced the  
27 device overheating while talking on the phone. This has impaired and impeded her use of the  
28 device.

1                   **4. Jesus Vega’s Experience**

2           83. While using his Samsung Galaxy Note5, **PLAINTIFF J. VEGA** has experienced  
3 the device overheat while talking on the device and running social media applications. While using  
4 the device he has received numerous warnings regarding overheating, as well as encountered  
5 shortened battery life and phone sluggishness. This has impaired and impeded his use of the  
6 device.

7                   **5. Lizett Anguiano’s Experience**

8           84. While using her Samsung Galaxy S6 Edge, **PLAINTIFF ANGUIANO** has  
9 experienced the device overheat. This has impaired and impeded her use of the device.

10                   **6. Tomas Hernandez’s Experience**

11           85. While using his Samsung Galaxy S6, **PLAINTIFF HERNANDEZ** has  
12 experienced the device to become unusually warm to the touch. He has since noticed the  
13 overheating has grown worse to the point where the device would become so hot that all of his  
14 applications would crash. He also noticed that the device is consistently sluggish and he has to  
15 charge the phone several times each day to maintain sufficient battery power. This has impaired  
16 and impeded his use of the device.

17                   **7. Greg Robison’s Experience**

18           86. While using his Samsung Galaxy S6, **PLAINTIFF ROBISON** has experienced the  
19 device constantly overheat; the overheating was most pronounced when the device was running an  
20 application while charging. As **PLAINTIFF ROBISON** continued to use his device it began  
21 shutting down completely as a result of the overheating and, ultimately, stopped turning on at all.  
22 This has impaired and impeded his use of the device.

23                   **8. Dale Holzworth’s Experience**

24           87. While using his Samsung Galaxy S7 Edge, **PLAINTIFF HOLZWORTH**,  
25 experienced the device constantly overheating while talking on the device and running social  
26 media applications. Further, on or about November 12, 2016, the device caught on fire while  
27 charging. As a result of the fire, the device melted and was rendered unusable. This has impaired  
28 and impeded his use of the device.

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**9. Eric Pirverdian’s Experience**

88. While using his Samsung Galaxy S6 Edge, **PLAINTIFF PIRVERDIAN** experienced numerous problems including: overheating; the phone was sluggish; the phone had problems connecting to the internet; the phone had problems running applications; phone failed and/or dropped calls; the phone had warning signs appear randomly; he had to stop use of the phone because it became too hot; he noticed the phone was hot when in use; had problems with short battery life; the phone randomly opened applications; the phone randomly dimmed; the phone would go to random sites and say there was a virus and beeping until it had to be shut down. This has impaired and impeded his use of the device.

**10. Tomig Salmasian’s Experience**

89. While using his Samsung Galaxy S6, **PLAINTIFF SALMASIAN** experienced numerous problems including: overheating; problems running applications; the phone has failed and/or dropped calls; the phone has had warning signs appear randomly; he had to stop use of the phone because it became too hot; he noticed the phone was hot when in use; and had problems with short battery life. This has impaired and impeded his use of the device.

**11. Michael Kouyoumdjian’s Experience**

90. While using his Samsung Galaxy S7 Edge, **PLAINTIFF KOUYOUMDJIAN** experienced numerous problems including: overheating; problems running applications; the phone has failed and/or dropped calls; the phone has had warning signs appear randomly; he had to stop use of the phone because it became too hot; he noticed the phone was hot when in use; and had problems with short battery life. This has impaired and impeded his use of the device.

**12. Dior Dee’s Experience**

91. While using his Samsung Galaxy S7, **PLAINTIFF DEE** experienced that the device would consistently overheat while he was talking and would become hot to the touch, especially when the device was charging. Likewise, while operating certain applications the device would overheat and the screen would appear discolored or pixilated. He also noticed that the device experienced difficulties in connecting to the internet, would randomly open applications on

1 its own, would send text or SMS messages to incorrect numbers and would fail to charge. This has  
2 impaired and impeded his use of the device.

### 3 **13. Cory Raymond's Experience**

4 92. While using his Samsung Galaxy S7 Edge, **PLAINTIFF RAYMOND** experienced  
5 that the device would heat up and the screen appeared discolored or pixilated. While charging the  
6 phone, he noticed that the phone would get extremely hot and feel like it was burning when he  
7 removed it from the charger. Likewise, while he was talking on the phone it would overheat, had  
8 issues connecting to the internet, randomly opened applications on its own, randomly would dim,  
9 and failed to charge. This has impaired and impeded his use of the device.

### 10 **14. Jesus Sanchez's Experience**

11 93. While using his Samsung Galaxy S6, **PLAINTIFF SANCHEZ** has experienced the  
12 device overheat while talking on the device and running applications. This has impaired and  
13 impeded his use of the device.

### 14 **15. Francisco Soto Experience**

15 94. On or about January 11, 2017, **PLAINTIFF SOTO's** Samsung Galaxy S5  
16 overheated and caught on fire and began projecting flames several inches high and, when finally  
17 extinguished, left the device as a contorted piece of metal, plastic, and glass. This has impaired and  
18 impeded his use of the device.

## 19 **V. CLASS ACTION ALLEGATIONS**

### 20 **A. CALIFORNIA CLASSES**

21 95. The following California Class and California CLRA Subclass may properly be  
22 maintained as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

23 California Class: All persons residing in the State of California who purchased, in  
24 the State of California, at least one (1) of the Subject Phones at any time beginning  
25 November 2, 2012 and continuing through the date of trial. The Subject Phones  
26 are the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see ¶31).

27 California CLRA Subclass: All persons residing in the State of California  
28 who purchased, in the State of California, for personal, family, or  
household purposes, at least one (1) of the Subject Phones at any time

1 beginning November 2, 2013 and continuing through the date of trial. The  
 2 Subject Phones are the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7  
 Active, and Note5 (see ¶31).<sup>32</sup>

3 96. Excluded from the California Class are **SAMSUNG**, their employees, co-  
 4 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
 5 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers  
 6 and their immediate family members and associated court staff assigned to this case. Also  
 7 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
 8 fire, explosion or other incident. Further excluded is any individual who after purchase of a Subject  
 9 Phone returned the Subject Phone and received a full refund of his or her purchase price.

10 97. In the addition, the following California Injunction Class may properly be  
 11 maintained as a class action pursuant to FRCP 23(b)(2) on behalf of the following individuals:

12 California Injunction Class: All persons residing in the State of California who,  
 13 following trial, remain in possession of a Subject Phone. The Subject Phones are  
 14 the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see  
 ¶31).

15 98. Excluded from the California Injunction Class are **SAMSUNG**, its employees, co-  
 16 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
 17 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers  
 18 and their immediate family members and associated court staff assigned to this case. Also  
 19 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
 20 fire, explosion or other incident.

21 99. Throughout discovery in this litigation, the **CALIFORNIA CLASS**  
 22 **REPRESENTATIVES** may find it appropriate and/or necessary to amend the definition of the  
 23 California Class, the California CLRA Subclass, and/or the California Injunction Class (the  
 24 “**CALIFORNIA CLASSES**”). The **CALIFORNIA CLASS REPRESENTATIVES** will

25 <sup>32</sup> **PLAINTIFFS MARTIN, ATEBAR, E. VEGA, J. VEGA, ANGUIANO, HERNANDEZ, PIRVERDIAN,**  
 26 **SALMASIAN, KOUYOUMDJIAN, DEE, RAYMOND, AND SANCHEZ** (the “**CALIFORNIA CLASS**  
 27 **REPRESENTATIVES**”) are each representatives and members of the California Class and the California CLRA  
 28 Subclass. Because each of the **CALIFORNIA CLASS REPRESENTATIVES** are members of both the California  
 Class and the California CLRA Subclass, the **CALIFORNIA CLASS REPRESENTATIVES** will refer to the  
 California Class and the California CLRA Subclass collectively as the “**CALIFORNIA CLASS**” or “**CALIFORNIA**  
**CLASSES**” unless otherwise specified.

1 formally define and designate class definitions for the **CALIFORNIA CLASSES** when they seek  
2 to certify the **CALIFORNIA CLASSES**.

3 100. Pursuant to Rule 23(a)(1), a class is so numerous that joinder of all members is  
4 impracticable. While the exact number of individuals in the **CALIFORNIA CLASSES** is  
5 unknown to the **CALIFORNIA CLASS REPRESENTATIVES** at this time, the **CALIFORNIA**  
6 **CLASS REPRESENTATIVES** believe there are hundreds of thousands, if not millions, of  
7 individual members in each of the **CALIFORNIA CLASSES**.

8 101. Pursuant to Rule 23(a)(3), the **CALIFORNIA CLASS REPRESENTATIVES**  
9 claims are typical of the claims of the other members of the **CALIFORNIA CLASSES**. The  
10 **CALIFORNIA CLASS REPRESENTATIVES** and other members of the **CALIFORNIA**  
11 **CLASSES** received the same nondisclosures about the safety and quality of Subject Phones. The  
12 **CALIFORNIA CLASS REPRESENTATIVES** and members of the **CALIFORNIA CLASSES**  
13 purchased **SAMSUNG** Galaxy S and Note products that they would not have purchased at all, or  
14 for as much as they paid, had they known the truth regarding the overheating problems and fire  
15 hazards. The **CALIFORNIA CLASS REPRESENTATIVES** and members of the  
16 **CALIFORNIA CLASSES** have sustained injury in that they overpaid for the **SAMSUNG**  
17 smartphones due to **SAMSUNG'S** wrongful conduct.

18 102. Pursuant to Rule 23(a)(4) and (g)(1), the **CALIFORNIA CLASS**  
19 **REPRESENTATIVES** will fairly and adequately protect the interests of the **CALIFORNIA**  
20 **CLASSES** and have retained counsel competent and experienced in class action and consumer  
21 fraud and protection litigation.

22 103. Pursuant to FRCP Rule 23(b)(2), **SAMSUNG** has acted or refused to act on  
23 grounds generally applicable to the California Injunction Class, thereby making appropriate final  
24 injunctive relief or corresponding declaratory relief with respect to the California Injunction Class  
25 as a whole. In particular, **SAMSUNG** has failed to properly repair, exchange, recall, or replace the  
26 Subject Phones. **SAMSUNG** also continues to sell the Subject Phones and has failed to properly  
27 warn consumers of the risks of overheating, fire and explosion with the Subject Phones.  
28



1           104. Pursuant to Rule 23(a)(2) and (b)(3), common questions of law and fact exist as to  
2 all members of the **CALIFORNIA CLASSES** which predominate over any questions solely  
3 affecting individual members thereof. Among the common questions of law and fact are as  
4 follows:

- 5           a. whether **SAMSUNG** had knowledge of the defects affecting the Subject  
6 Phones;
- 7           b. whether **SAMSUNG** concealed defects affecting Subject Phones;
- 8           c. whether **SAMSUNG** violated the unlawful prong of the UCL by its  
9 violation of the CLRA;
- 10           d. whether **SAMSUNG**'s omissions regarding the risks of the Subject Phones  
11 were likely to deceive a reasonable person in violation of the fraudulent prong of the UCL;
- 12           e. whether **SAMSUNG'S** business practices, including the manufacture and  
13 sale of phones with a risk of overheating, explosion and fire that **SAMSUNG** failed to adequately  
14 investigate, disclose and remedy, offend established public policy and cause harm to consumers  
15 that greatly outweighs any benefits associated with those practices;
- 16           f. whether **SAMSUNG'S** omissions regarding the risks of the Subject Phones  
17 were likely to deceive a reasonable person in violation of the False Advertising Law;
- 18           g. whether **SAMSUNG** was unjustly enriched at the expense of **PLAINTIFFS**  
19 and the Class;
- 20           h. whether **PLAINTIFFS** and the Class are entitled to damages, restitution,  
21 restitutionary disgorgement, equitable relief, and/or other relief; and
- 22           i. the amount and nature of such relief to be awarded to **PLAINTIFFS** and the  
23 Class.

24           105. Pursuant to Rules 23(b)(3), adjudicating the claims of the **CALIFORNIA**  
25 **CLASSES** collectively is superior to other available methods for the fair and efficient adjudication  
26 of this controversy because joinder of all members of the **CALIFORNIA CLASSES** is  
27 impracticable. The prosecution of separate actions by individual members of the **CALIFORNIA**  
28 **CLASSES** would impose heavy burdens upon the courts and **SAMSUNG**, and would create a risk

1 of inconsistent or varying adjudications of the questions of law and fact common to the  
 2 **CALIFORNIA CLASSES**. Therefore, proceeding as a class action would achieve substantial  
 3 economies of time, effort and expense, and would assure uniformity of decision as to persons  
 4 similarly situated without sacrificing procedural fairness.

5 106. As a direct and legal result of the wrongful conduct and/or omissions of  
 6 **SAMSUNG**, and each of them, the **CALIFORNIA CLASS REPRESENTATIVES** and  
 7 members of the **CALIFORNIA CLASSES** have been harmed.

8 **B. MARYLAND CLASSES**

9 107. In addition, the following Maryland Class may properly be maintained as a class  
 10 action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

11 Maryland Class: All persons residing in the State of Maryland who purchased, in  
 12 the State of Maryland, at least one (1) of the Subject Phones at any time beginning  
 13 May 7, 2014 and continuing through the date of trial. The Subject Phones are the  
 14 S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see ¶31).

15 108. Excluded from the Maryland Class are **SAMSUNG**, their employees, co-  
 16 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
 17 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers  
 18 and their immediate family members and associated court staff assigned to this case. Also  
 19 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
 20 fire, explosion or other incident. Further excluded is any individual who after purchase of a Subject  
 21 Phone returned the Subject Phone and received a full refund of his or her purchase price.

22 109. In the addition, the following Maryland Class may properly be maintained as a class  
 23 action pursuant to FRCP 23(b)(2) on behalf of the following individuals:

24 Maryland Injunction Class: All persons residing in the State of Maryland who,  
 25 following trial, remain in possession of a Subject Phone. The Subject Phones are  
 26 the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see  
 27 ¶31).

28 110. Excluded from the Maryland Injunction Class are **SAMSUNG**, its employees, co-  
 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers

1 and their immediate family members and associated court staff assigned to this case. Also  
2 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
3 fire, explosion or other incident.

4 111. Throughout discovery in this litigation, **PLAINTIFFS** may find it appropriate  
5 and/or necessary to amend the definition of the Maryland Class, and/or the Maryland Injunction  
6 Class. **PLAINTIFFS** will formally define and designate Maryland Class and the Maryland  
7 Injunction Class definitions when they seek to certify the Classes alleged herein.

8 112. Pursuant to Rule 23(a)(1), the Maryland Class and the Maryland Injunction Class  
9 are so numerous that joinder of all members is impracticable. While the exact number of Maryland  
10 Class members and Maryland Injunction Class members are unknown to **PLAINTIFFS** at this  
11 time, **PLAINTIFFS** believe there are millions of members of the Maryland Class and the  
12 Maryland Injunction Class.

13 113. Pursuant to Rule 23(a)(3), **PLAINTIFF ROBISON**'s claims are typical of the  
14 claims of the other members of the Maryland Class and the Maryland Injunction Class.  
15 **PLAINTIFF ROBISON** and other members of the Maryland Class and Maryland Injunction  
16 Class received the same nondisclosures about the safety and quality of Subject Phones.  
17 **PLAINTIFF ROBISON** and the Maryland Class and the Maryland Injunction Class purchased  
18 **SAMSUNG** Galaxy S and Note products that they would not have purchased at all, or for as much  
19 as they paid, had they known the truth regarding the overheating problems and fire hazards.  
20 **PLAINTIFF ROBISON** and the members of the Maryland Class and the Maryland Injunction  
21 Class have sustained injury in that they overpaid for the **SAMSUNG** smartphones due to  
22 **SAMSUNG'S** wrongful conduct.

23 114. Pursuant to Rule 23(a)(4) and (g)(1), **PLAINTIFF ROBISON** will fairly and  
24 adequately protect the interests of the members of the Maryland Class and the Maryland Injunction  
25 Class and has retained counsel competent and experienced in class action and consumer fraud and  
26 protection litigation.

27 115. Pursuant to Rules 23(b)(2), **SAMSUNG** has acted or refused to act on grounds  
28 generally applicable to the Maryland Injunction Class, thereby making appropriate final injunctive

1 relief or corresponding declaratory relief with respect to the Maryland Injunction Class as a whole.  
2 In particular, **SAMSUNG** has failed to properly repair, exchange, recall or replace the Subject  
3 Phones. **SAMSUNG** also continues to sell the Subject Phones and has failed to properly warn  
4 consumers of the risks of overheating, fire and explosion with the Subject Phones.

5 116. Pursuant to Rule 23(a)(2) and (b)(3), common questions of law and fact exist as to  
6 all members of the Maryland Class and predominate over any questions solely affecting individual  
7 members thereof. Among the common questions of law and fact are as follows:

- 8 a. whether **SAMSUNG** had knowledge of the defects affecting the Subject  
9 Phones;
- 10 b. whether **SAMSUNG** concealed defects affecting Subject Phones;
- 11 c. whether **SAMSUNG** violated the Maryland Consumer Protection Act;
- 12 d. whether **SAMSUNG** utilized false, falsely disparaging, or misleading oral  
13 or written statement, visual description, or other representation of any kind which has the capacity,  
14 tendency, or effect of deceiving or misleading consumers regarding the Subject Phones;
- 15 e. whether **SAMSUNG** represented the Subject Phones as having sponsorship,  
16 approval, accessory, characteristic, ingredient, use, benefit, or quantity which they did not have;
- 17 f. whether **SAMSUNG** represented the Subject Phones as being of a particular  
18 standard, quality, grade, style, or model which they were not;
- 19 g. whether **SAMSUNG** failed to state a material fact as to the Subject Phones  
20 and whether such failure deceived or had a tendency to deceive the Maryland Class;
- 21 h. **SAMSUNG** utilized deception, fraud, false pretense, false premise,  
22 misrepresentation, or knowing concealment, suppression, or omission of any material fact with the  
23 intent that a consumer rely on the same in connection with the Subject Phones;
- 24 i. whether **PLAINTIFF ROBISON** and the Maryland Class are entitled to  
25 damages, restitution, restitutionary disgorgement, equitable relief, and/or other relief; and
- 26 j. the amount and nature of such relief to be awarded to **PLAINTIFF**  
27 **ROBISON** and the Maryland Class.

28 ///

1           117. Pursuant to Rules 23(b)(3), a class action is superior to other available methods for  
 2 the fair and efficient adjudication of this controversy because joinder of all Maryland Class  
 3 members is impracticable. The prosecution of separate actions by individual members of the  
 4 Maryland Class would impose heavy burdens upon the courts and **SAMSUNG**, and would create a  
 5 risk of inconsistent or varying adjudications of the questions of law and fact common to the  
 6 Maryland Class. A class action would achieve substantial economies of time, effort and expense,  
 7 and would assure uniformity of decision as to persons similarly situated without sacrificing  
 8 procedural fairness.

9           118. As a direct and legal result of the wrongful conduct and/or omissions of  
 10 **SAMSUNG**, and each of them, **PLAINTIFF ROBISON** and the Maryland Class have been  
 11 harmed.

#### 12           **C. MASSACHUSETTS CLASSES**

13           119. In addition, the following Massachusetts Class may properly be maintained as a  
 14 class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

15           Massachusetts Class: All persons residing in the Commonwealth of Massachusetts  
 16 who purchased, in the Commonwealth of Massachusetts, at least one (1) of the  
 17 Subject Phones at any time beginning May 1, 2017 and continuing through the date  
 18 of trial. The Subject Phones are the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7  
 19 Edge, S7 Active, and Note5 (see ¶31).

20           120. Excluded from the Massachusetts Class are **SAMSUNG**, their employees, co-  
 21 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
 22 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers  
 23 and their immediate family members and associated court staff assigned to this case. Also  
 24 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
 25 fire, explosion or other incident. Further excluded is any individual who after purchase of a Subject  
 26 Phone returned the Subject Phone and received a full refund of his or her purchase price.

27           121. In the addition, the following Massachusetts Class may properly be maintained as a  
 28 class action pursuant to FRCP 23(b)(2) on behalf of the following individuals:

Massachusetts Injunction Class: All persons residing in the Commonwealth of  
 Massachusetts who, following trial, remain in possession of a Subject Phone. The

1 Subject Phones are the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active,  
2 and Note5 (see ¶31).

3 122. Excluded from the Massachusetts Injunction Class are **SAMSUNG**, its employees,  
4 co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly  
5 owned subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial  
6 officers and their immediate family members and associated court staff assigned to this case. Also  
7 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
8 fire, explosion or other incident.

9 123. Throughout discovery in this litigation, **PLAINTIFFS** may find it appropriate  
10 and/or necessary to amend the definition of the Massachusetts Class, and/or the Massachusetts  
11 Injunction Class. **PLAINTIFFS** will formally define and designate the Massachusetts Class and  
12 Massachusetts Injunction Class definitions when they seek to certify the Classes alleged herein.

13 124. Pursuant to Rule 23(a)(1), the Massachusetts Class and the Massachusetts  
14 Injunction Class are so numerous that joinder of all members is impracticable. While the exact  
15 number of Massachusetts Class members and Massachusetts Injunction Class members are  
16 unknown to **PLAINTIFFS** at this time, **PLAINTIFFS** believe there are millions of members of  
17 the Massachusetts Class and the Massachusetts Injunction Class.

18 125. Pursuant to Rule 23(a)(3), **PLAINTIFF HOLZWORTH**'s claims are typical of the  
19 claims of the other members of the Massachusetts Class and the Massachusetts Injunction Class.  
20 **PLAINTIFF HOLZWORTH** and other members of the Massachusetts Class and the  
21 Massachusetts Injunction Class received the same nondisclosures about the safety and quality of  
22 Subject Phones. **PLAINTIFF HOLZWORTH** and the Massachusetts Class and the  
23 Massachusetts Injunction Class purchased **SAMSUNG** Galaxy S and Note products that they  
24 would not have purchased at all, or for as much as they paid, had they known the truth regarding  
25 the overheating problems and fire hazards. **PLAINTIFF HOLZWORTH** and the members of the  
26 Massachusetts Class and Massachusetts Injunction Class have sustained injury in that they  
27 overpaid for the **SAMSUNG** smartphones due to **SAMSUNG'S** wrongful conduct.

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1            126. Pursuant to Rule 23(a)(4) and (g)(1), **PLAINTIFF HOLZWORTH** will fairly and  
2 adequately protect the interests of the members of the Massachusetts Class and Massachusetts  
3 Injunction Class and have retained counsel competent and experienced in class action and  
4 consumer fraud and protection litigation.

5            127. Pursuant to Rules 23(b)(2), **SAMSUNG** has acted or refused to act on grounds  
6 generally applicable to the Massachusetts Injunction Class, thereby making appropriate final  
7 injunctive relief or corresponding declaratory relief with respect to the Massachusetts Injunction  
8 Class as a whole. In particular, **SAMSUNG** has failed to properly repair, exchange, recall or  
9 replace the Subject Phones. **SAMSUNG** also continues to sell the Subject Phones and has failed to  
10 properly warn consumers of the risks of overheating, fire and explosion with the Subject Phones.

11            128. Pursuant to Rule 23(a)(2) and (b)(3), common questions of law and fact exist as to  
12 all members of the Massachusetts Class and predominate over any questions solely affecting  
13 individual members thereof. Among the common questions of law and fact are as follows:

14            a. whether **SAMSUNG** had knowledge of the defects affecting the Subject  
15 Phones;

16            b. whether **SAMSUNG** concealed defects affecting Subject Phones;

17            c. whether **SAMSUNG** violated the Massachusetts Regulation of Business  
18 Practices for Consumers;

19            d. whether **SAMSUNG** utilized “[u]nfair methods of competition and unfair or  
20 deceptive acts or practices in the conduct of any trade or commerce” false in connection with the  
21 Subject Phones;

22            e. whether **SAMSUNG’S** business practices, including the manufacture and  
23 sale of phones with a risk of overheating, explosion and fire that **SAMSUNG** failed to adequately  
24 investigate, disclose and remedy, offend established public policy and cause harm to consumers  
25 that greatly outweighs any benefits associated with those practices;

26            f. whether **SAMSUNG’S** omissions regarding the risks of the Subject Phones  
27 were likely to deceive a reasonable person;

28 ///

1           g.       whether **SAMSUNG** was unjustly enriched at the expense of **PLAINTIFF**  
2 **HOLZWORTH** and the Massachusetts Class;

3           h.       whether **PLAINTIFF HOLZWORTH** and the Massachusetts Class are  
4 entitled to damages, restitution, restitutionary disgorgement, equitable relief, and/or other relief;  
5 and;

6           i.       the amount and nature of such relief to be awarded to **PLAINTIFFS** and the  
7 Class.

8           129. Pursuant to Rules 23(b)(3), a class action is superior to other available methods for  
9 the fair and efficient adjudication of this controversy because joinder of all Massachusetts Class  
10 members is impracticable. The prosecution of separate actions by individual members of the  
11 Massachusetts Class would impose heavy burdens upon the courts and **SAMSUNG**, and would  
12 create a risk of inconsistent or varying adjudications of the questions of law and fact common to  
13 the Massachusetts Class. A class action would achieve substantial economies of time, effort and  
14 expense, and would assure uniformity of decision as to persons similarly situated without  
15 sacrificing procedural fairness.

16           130. As a direct and legal result of the wrongful conduct and/or omissions of  
17 **SAMSUNG**, and each of them, **PLAINTIFF HOLZWORTH** and the Massachusetts Class have  
18 been harmed.

19           **D. COLORADO CLASSES**

20           131. In addition, the following Colorado Class may properly be maintained as a class  
21 action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

22           Colorado Class: All persons residing in the State of Colorado who purchased, in  
23 the State of Maryland, at least one (1) of the Subject Phones at any time beginning  
24 March 23, 2014 and continuing through the date of trial. The Subject Phones are  
25 the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see ¶  
31).

26           132. Excluded from the Class are **SAMSUNG**, their employees, co-conspirators,  
27 officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries  
28 or affiliated companies; Class Counsel and their employees; and the judicial officers and their  
immediate family members and associated court staff assigned to this case. Also excluded are any



1 individuals claiming damages from personal injuries arising from an overheating, fire, explosion or  
2 other incident. Further excluded is any individual who after purchase of a Subject Phone returned  
3 the Subject Phone and received a full refund of his or her purchase price.

4 133. In the addition, the following Colorado Class may properly be maintained as a class  
5 action pursuant to FRCP 23(b)(2) on behalf of the following individuals:

6 Colorado Injunction Class: All persons residing in the State of Colorado who,  
7 following trial, remain in possession of a Subject Phone. The Subject Phones are  
8 the S6, S6 Edge, S6 Edge+, S6 Active, S7, S7 Edge, S7 Active, and Note5 (see ¶  
31).

9 134. Excluded from the Injunction Class are **SAMSUNG**, its employees, co-  
10 conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned  
11 subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers  
12 and their immediate family members and associated court staff assigned to this case. Also  
13 excluded are any individuals claiming damages from personal injuries arising from an overheating,  
14 fire, explosion or other incident.

15 135. Throughout discovery in this litigation, **PLAINTIFFS** may find it appropriate  
16 and/or necessary to amend the definition of the Colorado Class, and/or the Colorado Injunction  
17 Class. **PLAINTIFFS** will formally define and designate the Colorado Class and the Colorado  
18 Injunction Class definitions when they seek to certify the Classes alleged herein.

19 136. Pursuant to Rule 23(a)(1), the Colorado Class and the Colorado Injunction Class are  
20 so numerous that joinder of all members is impracticable. While the exact number of Colorado  
21 Class and Colorado Injunction Class members are unknown to **PLAINTIFFS** at this time,  
22 **PLAINTIFFS** believe there are millions of members of the Colorado Class and Colorado  
23 Injunction Class.

24 137. Pursuant to Rule 23(a)(3), **PLAINTIFF SOTO**'s claims are typical of the claims of  
25 the other members of the Colorado Class and the Colorado Injunction Class. **PLAINTIFF SOTO**  
26 and members of the Colorado Class and Colorado Injunction Class received the same  
27 nondisclosures about the safety and quality of Subject Phones. **PLAINTIFF SOTO** and the  
28 Colorado Class members and Colorado Injunction Class members purchased **SAMSUNG** Galaxy

1 S and Note products that they would not have purchased at all, or for as much as they paid, had  
2 they known the truth regarding the overheating problems and fire hazards. **PLAINTIFF SOTO**  
3 and the members of the Colorado Class and Colorado Injunction Class have sustained injury in that  
4 they overpaid for the **SAMSUNG** smartphones due to **SAMSUNG'S** wrongful conduct.

5 138. Pursuant to Rule 23(a)(4) and (g)(1), **PLAINTIFF SOTO** will fairly and  
6 adequately protect the interests of the members of the Colorado Class and Colorado Injunction  
7 Class and have retained counsel competent and experienced in class action and consumer fraud  
8 and protection litigation.

9 139. Pursuant to Rules 23(b)(2), **SAMSUNG** has acted or refused to act on grounds  
10 generally applicable to the Colorado Injunction Class, thereby making appropriate final injunctive  
11 relief or corresponding declaratory relief with respect to the Colorado Injunction Class as a whole.  
12 In particular, **SAMSUNG** has failed to properly repair, exchange, recall or replace the Subject  
13 Phones. **SAMSUNG** also continues to sell the Subject Phones and has failed to properly warn  
14 consumers of the risks of overheating, fire and explosion with the Subject Phones.

15 140. Pursuant to Rule 23(a)(2) and (b)(3), common questions of law and fact exist as to  
16 all members of the Colorado Class and predominate over any questions solely affecting individual  
17 members thereof. Among the common questions of law and fact are as follows:

- 18 a. whether **SAMSUNG** had knowledge of the defects affecting the Subject  
19 Phones;
- 20 b. whether **SAMSUNG** concealed defects affecting Subject Phones;
- 21 c. whether **SAMSUNG'S** business practices, including the manufacture and  
22 sale of phones with a risk of overheating, explosion and fire that **SAMSUNG** failed to adequately  
23 investigate, disclose and remedy, offend established public policy and cause harm to consumers  
24 that greatly outweighs any benefits associated with those practices;
- 25 d. whether **SAMSUNG'S** omissions regarding the risks of the Subject Phones  
26 were likely to deceive a reasonable person in violation of the Consumer Fraud Act;
- 27 e. whether **SAMSUNG** was unjustly enriched at the expense of **PLAINTIFF**  
28 **SOTO** and the Class;

1 f. whether **PLAINTIFF SOTO** and the Class are entitled to damages,  
2 restitution, restitutionary disgorgement, equitable relief, and/or other relief; and

3 g. the amount and nature of such relief to be awarded to **PLAINTIFF SOTO**  
4 and the Class.

5 141. Pursuant to Rules 23(b)(3), a class action is superior to other available methods for  
6 the fair and efficient adjudication of this controversy because joinder of all Colorado Class and  
7 Colorado Injunction Class members is impracticable. The prosecution of separate actions by  
8 individual members of the Colorado Class and the Colorado Injunction Class would impose heavy  
9 burdens upon the courts and **SAMSUNG**, and would create a risk of inconsistent or varying  
10 adjudications of the questions of law and fact common to the Colorado Class and the Colorado  
11 Injunction Class. A class action would achieve substantial economies of time, effort and expense,  
12 and would assure uniformity of decision as to persons similarly situated without sacrificing  
13 procedural fairness.

14 142. As a direct and legal result of the wrongful conduct and/or omissions of  
15 **SAMSUNG**, and each of them, **PLAINTIFF SOTO**, the Colorado Class, and Colorado Injunction  
16 Class have been harmed.

17 **VI. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**  
19 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
20 **CAL. BUS. & PROF. CODE §§ 17200 ET SEQ.**  
**(THE CALIFORNIA CLASS AGAINST ALL DEFENDANTS)**

21 143. **CALIFORNIA CLASS REPRESENTATIVES** hereby reallege and incorporate  
22 by reference each and every allegation set forth above, as if fully set forth in detail herein.

23 144. **CALIFORNIA CLASS REPRESENTATIVES** have standing to bring this action  
24 under the UCL because they have suffered injury in fact as a result of **SAMSUNG'S** conduct and  
25 have lost money through their purchase or payment for one or more of the Subject Phones, which  
26 **PLAINTIFFS** would not have purchased, or made a payment towards, if had **SAMSUNG** not  
27 concealed the risks of overheating, fire and explosion described herein.

28 ///

1 145. **SAMSUNG'S** omissions, non-disclosures, concealments, and half-truths, constitute  
2 unfair, unlawful and/or fraudulent conduct under the UCL.

3 146. **SAMSUNG'S** business practices, including the manufacture and sale of phones with  
4 a risk of overheating, explosion and fire that **SAMSUNG** has failed to adequately investigate,  
5 disclose and remedy, offend established public policy and cause harm to consumers that greatly  
6 outweighs any benefits associated with those practices, violating the unfair prong of the UCL.

7 147. **SAMSUNG'S** omissions regarding risks associated with the Subject Phones were  
8 likely to deceive a reasonable person, violating the fraudulent prong of the UCL.

9 148. **SAMSUNG'S** violations of the CLRA and FAL alleged herein violate the unlawful  
10 prong of the UCL.

11 149. **PLAINTIFFS** and the **CALIFORNIA CLASS** are entitled to full restitution  
12 and/or disgorgement of **SAMSUNG'S** revenues and profits resulting from the sale of the Subject  
13 Phones, and any other relief provided for under the UCL.

14 WHEREFORE, the **CALIFORNIA CLASS REPRESENTATIVES** and the  
15 **CALIFORNIA CLASS** pray for relief as set forth below.

16 **SECOND CAUSE OF ACTION**  
17 **VIOLATIONS OF CALIFORNIA'S FALSE ADVERTISING LAW**  
18 **CAL. BUS. & PROF. CODE §§ 17500 ET SEQ.**  
**(THE CALIFORNIA CLASS AGAINST ALL DEFENDANTS)**

19 150. **CALIFORNIA CLASS REPRESENTATIVES** hereby reallege and incorporate  
20 by reference each and every allegation set forth above, as if fully set forth in detail herein.

21 151. **SAMSUNG**, acting with intent to induce consumers to purchase the Subject  
22 Phones, in violation of Cal. Bus. & Prof. Code Section 17500, made or disseminated or caused to  
23 be made or disseminated the misleading statements alleged herein based upon their concealment of  
24 the risk of overheating, fire and explosion associated with the Subject Phones.

25 152. The facts omitted by **SAMSUNG** were misleading to consumers, and the truth was  
26 and is known to **SAMSUNG**, or by the exercise of reasonable care should have been known to  
27 **SAMSUNG**.

28

1           153.   **CALIFORNIA CLASS REPRESENTATIVES** and the **CALIFORNIA CLASS**  
2 relied upon **SAMSUNG** advertising in their decisions to purchase the Subject Phones.

3           154.   As a direct and legal result of the wrongful conduct and/or omissions of  
4 **SAMSUNG**, and each of them, **CALIFORNIA CLASS** have been harmed.

5           WHEREFORE, **CALIFORNIA CLASS REPRESENTATIVES** and the **CALIFORNIA**  
6 **CLASS** pray for relief as set forth below.

7   **THIRD CAUSE OF ACTION**  
8   **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**  
9   **CAL. CIV. CODE §§ 1750 ET SEQ.**  
   **(THE CALIFORNIA CLRA CLASS AGAINST ALL DEFENDANTS)**

10          155.   **CALIFORNIA CLASS REPRESENTATIVES** hereby reallege and incorporate  
11 by reference each and every allegation set forth above, as if fully set forth in detail herein.

12          156.   California Civil Code section 1770(a) provides that it is unlawful to use unfair  
13 methods of competition and unfair or deceptive acts or practices in a transaction intended to result  
14 or which results in the sale or lease of goods or services to any consumer. California Civil Code  
15 section 1770(a) is specifically violated by, among other things: “Representing that goods or  
16 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which  
17 they do not have.” Cal. Civ. Code § 1770(a)(5).

18          157.   The acts and practices on the part of **SAMSUNG**, as alleged herein, constituted and  
19 constitute unlawful methods of competition, unfair, or deceptive acts undertaken in a transaction  
20 which resulted in the sale of goods to consumers including, but in no way limited to, **SAMSUNG**  
21 failure to disclose that the Subject Phones were prone to overheating, catching fire, and explosion.

22          158.   **CALIFORNIA CLASS REPRESENTATIVES** seek an order awarding restitution  
23 or disgorgement of **SAMSUNG’S** revenues and profits from the sale of the Subject Phones.

24          159.   As a direct and proximate result of **SAMSUNG’S** violations of the CLRA as  
25 alleged herein, **CALIFORNIA CLASS REPRESENTATIVES** and the **CALIFORNIA CLRA**  
26 **CLASS** have been injured by, including but not limited to, the following: (a) the infringement of  
27 their legal rights as a result of being subjected to the common course of fraudulent conduct alleged  
28 herein; (b) being induced to purchase the Subject Phones, which they would not have done had

1 they been fully informed of **SAMSUNG’S** acts, omissions, practices, and nondisclosures as  
2 alleged herein, in violation of, *inter alia*, the CLRA, the FAL, and the UCL; (c) being induced to  
3 rely on **SAMSUNG’S** deceptive, fraudulent, and intentional omissions to their detriment as a  
4 result of **SAMSUNG’S** conduct as alleged in this Complaint, in violation of, *inter alia*, the CLRA,  
5 the FAL, and the UCL; and (d) unknowingly being subjected to fraudulent concealment and deceit  
6 as a result of **SAMSUNG’S** conduct. Accordingly, **SAMSUNG** engaged in acts of fraud, malice,  
7 or oppression and in conscious disregard of the rights and well-being of **CALIFORNIA CLASS**  
8 **REPRESENTATIVES** and the **CALIFORNIA CLRA CLASS**.

9 160. As a direct and proximate result of **SAMSUNG** conduct in violation of the CLRA,  
10 **CALIFORNIA CLASS REPRESENTATIVES** and the **CALIFORNIA CLRA CLASS** have  
11 been harmed.

12 161. On November 10, 2017, **PLAINTIFFS MARTIN, ATEBAR, E. VEGA, AND J.**  
13 **VEGA** timely served **SAMSUNG** with notice of its violation of the CLRA by certified mail,  
14 return receipt requested. **SAMSUNG** failed to provide appropriate relief for its violations of the  
15 CLRA. As such, **PLAINTIFFS MARTIN, ATEBAR, E. VEGA, AND J. VEGA** have therefore  
16 complied with the 30-day notice period required by California Civil Code section 1782(a).

17 162. As of the date of Complaint, **PLAINTIFFS MARTIN, ATEBAR, E. VEGA,**  
18 **AND J. VEGA** have not received responses from **SAMSUNG** that agreed to provide for the relief  
19 requested in their letter. As a result, **SAMSUNG** has failed to provide appropriate relief for its  
20 violations of the CLRA, and **PLAINTIFFS MARTIN, ATEBAR, E. VEGA, AND J. VEGA** and  
21 the CLRA Subclass are entitled to recover actual damages, punitive damages, attorneys’ fees and  
22 costs, and any other relief the Court deems proper.

23 WHEREFORE, the **CALIFORNIA CLASS REPRESENTATIVES** and the  
24 **CALIFORNIA CLRA CLASS** pray for relief as set forth below.

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1  
2 **FOURTH CAUSE OF ACTION**  
3 **(PLAINTIFF ROBISON AND THE MARYLAND CLASS AGAINST SAMSUNG)**  
4 **VIOLATION OF THE CONSUMER PROTECTION ACT**  
5 **(MD. CODE COM. LAW § 13-101, *ET SEQ.*)**

6 163. **PLAINTIFF ROBISON** hereby re-alleges and incorporate by reference each and  
7 every allegation set forth above, as if fully set forth in detail herein.

8 164. **PLAINTIFF ROBISON, SAMSUNG**, and the Maryland Class are “persons”  
9 within the meaning of Md. Code Com. Law § 13-101(h). The Subject Phones are “consumer  
10 goods” within the meaning of Md. Code Com. Law § 13-101(d); and **PLAINTIFF ROBISON**  
11 and the Maryland Class are “consumers” within the meaning of Md. Code Com. Law § 13-101(c).

12 165. The Maryland Consumer Protection Act (“MCPA”) provides that a person may not  
13 engage in any unfair or deceptive trade practice in the sale of any consumer good. Md. Code Com.  
14 Law § 13-303. Unfair or deceptive trade practices under the MCPA include, but are not limited to:

15 (1) False, falsely disparaging, or misleading oral or written statement, visual  
16 description, or other representation of any kind which has the capacity, tendency,  
17 or effect of deceiving or misleading consumers;

18 (2) Representation that:

19 (i) Consumer goods, consumer realty, or consumer services have a  
20 sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or  
21 quantity which they do not have;

22 [ . . . ]

23 (iv) Consumer goods, consumer realty, or consumer services are of a  
24 particular standard, quality, grade, style, or model which they are not;

25 (3) Failure to state a material fact if the failure deceives or tends to deceive;

26 [ . . . ]

27 (9) Deception, fraud, false pretense, false premise, misrepresentation, or knowing  
28 concealment, suppression, or omission of any material fact with the intent that a  
consumer rely on the same in connection with:

///

1 (i) The promotion or sale of any consumer goods, consumer realty, or  
2 consumer service;

3 [ . . . ]

4 Md. Code Com. Law § 13-301.

5 166. As described herein, **SAMSUNG** participated in misleading, false, or deceptive acts  
6 that violated the MCPA.

7 167. In the course of its business, **SAMSUNG** willfully failed to disclose and actively  
8 concealed the defects in the Subject Phones discussed herein and otherwise engaged in activities  
9 with a tendency or capacity to deceive.

10 168. **SAMSUNG** also engaged in unlawful trade practices by employing deception,  
11 deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of  
12 any material fact – including specifically facts pertaining to the safety, performance, and battery  
13 life of the Subject Phones – with the intent that others rely upon such concealment, suppression, or  
14 omission, in connection with the sale of the Subject Phones.

15 169. **SAMSUNG** knew since at least 2012 that its Galaxy product line was prone to  
16 overheating and catching fire, but concealed this information from consumers.

17 170. By misrepresenting the safety and performance of the Subject Phones, **SAMSUNG**  
18 violated the MCPA. **SAMSUNG** had exclusive knowledge of undisclosed material facts, namely,  
19 that their Galaxy series was defective and/or dangerous, and withheld that knowledge from  
20 **PLAINTIFF ROBISON** and the other members of the Maryland Class.

21 171. **SAMSUNG'S** unfair and deceptive business practices described herein have  
22 directly, foreseeably, and proximately caused **PLAINTIFF ROBISON** and the other members of  
23 the Maryland Class.

24 172. As a result of **SAMSUNG'S** violation of the MCPA, **PLAINTIFF ROBISON** and  
25 the other members of the Maryland Class are entitled to damages and declaratory relief.

26 WHEREFORE, **PLAINTIFF ROBISON** and the Maryland Class pray for relief as set  
27 forth below.

28 ///



1 **FIFTH CAUSE OF ACTION**  
2 **(PLAINTIFF HOLZWORTH AND THE MASS. CLASS AGAINST SAMSUNG)**  
3 **VIOLATION OF MASSACHUSETTS**  
4 **REGULATION OF BUSINESS PRACTICES FOR CONSUMERS PROTECTION**  
5 **(MASS. GEN. LAW CH 93A)**

6 173. **PLAINTIFF HOLZWORTH** and the Massachusetts Class hereby re-alleges and  
7 incorporate by reference each and every allegation set forth above, as if fully set forth in detail  
8 herein.

9 174. Mass. Gen. Laws ch. 93A § 2(a) makes unlawful all “[u]nfair methods of  
10 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce[.]”

11 175. **SAMSUNG**, through its advertising and marketing of the Subject Phones,  
12 concealed and failed to disclose that the Subject Phones were defectively designed and prone to  
13 overheating, catching fire, and explosion despite knowing that such specific information was  
14 material to **PLAINTIFF HOLZWORTH** and the Massachusetts Class.

15 176. **SAMSUNG** fraudulently depicted the Subject Phones as safe. These depictions  
16 failed to paint a true portrayal of the Subject Phones because **SAMSUNG** concealed, and failed to  
17 disclose, that the Subject Phones were defectively designed and prone to overheating, catching  
18 fire, and explosion, despite sole and exclusive knowledge of those defects.

19 177. Samsung did not disclose to **PLAINTIFF HOLZWORTH** and the Massachusetts  
20 Class that the Subject Phones were defectively designed and prone to overheating, catching fire,  
21 and explosion. Indeed, despite direct knowledge to the contrary, **SAMSUNG** continually failed to  
22 disclose to consumers that the Subject Phones were defectively designed and prone to overheating,  
23 catching fire, and explosion.

24 178. **PLAINTIFF HOLZWORTH** and the Massachusetts Class interpreted  
25 **SAMSUNG**’s failure to disclose and omissions as a representation that the Subject Phones did not  
26 pose the threat of danger by and through, among others, overheating, fire, and/or explosion.

27 179. The facts concealed by **SAMSUNG** are material facts because any reasonable  
28 consumer would have considered important the Subject Phones’ propensity to overheat, catch fire,

1 and explode in deciding whether to purchase the Subject Phones as opposed to another  
2 smartphone.

3 180. At all times mentioned herein, **SAMSUNG** was, and remain, in a superior position  
4 to know the truth about the Subject Phones and their propensity to overheat, catch fire, and  
5 explode.

6 181. Mass. Gen. Laws. Ch. 93A § 9(1) provides:

7 Any person . . . who has been injured by another person’s use or employment of  
8 any method, act or practice declared to be unlawful by section two . . . may bring  
9 an action in the superior court . . . for damages and such equitable relief, including  
an injunction, as the court deems to be necessary and proper.

10 Mass. Gen. Laws. Ch. 93A § 9(2) provides:

11 Any persons entitled to bring such action may, if the use or employment of the  
12 unfair or deceptive act or practice has caused similar injury to numerous other  
13 persons similarly situated and if the court finds in a preliminary hearing that he  
adequately and fairly represents such other persons, bring the action on behalf of  
himself and such other similarly injured and situated persons[.]

14 182. As a direct result of **SAMSUNG**’s failure to disclose that the Subject Phones were  
15 defectively designed and prone to overheating, catching fire, and explosion, **PLAINTIFF**  
16 **HOLZWORTH** and the Massachusetts Class purchased or otherwise paid money for the Subject  
17 Phones. **PLAINTIFF HOLZWORTH** and the Massachusetts Class would not have done so had  
18 **SAMSUNG** disclosed that the Subject Phones were defectively designed and prone to overheating,  
19 catching fire, and explosion. When purchasing the Subject Phones, **PLAINTIFF HOLZWORTH**  
20 and the Massachusetts Class reasonably and justifiably relied on **SAMSUNG**’s failure to disclose  
21 that the Subject Phones were prone to overheating, catching fire, and explosion. **PLAINTIFF**  
22 **HOLZWORTH** and the Massachusetts Class were injured by **SAMSUNG**’s failure to disclose  
23 that the Subject Phones were prone to overheating, catching fire, and explosion.

24 183. More than 30 days prior to filing suit, **PLAINTIFF HOLZWORTH** made a pre-  
25 suit demand pursuant to Mass. Gen. Laws ch. 93A § 9(3) (the “93A Demand”), in which  
26 **PLAINTIFF HOLZWORTH** sought: class-wide relief equal to **SAMSUNG**’s suggested retail  
27 price at the time of release of each respective Subject Phone; associated costs of switching  
28 smartphones; injunctive relief; reasonable attorneys’ fees and costs; and a reasonable incentive

1 award for **PLAINTIFF HOLZWORTH** for his service as the proposed Class representative.  
2 **SAMSUNG** has not accepted the terms of this demand.

3 184. **PLAINTIFF HOLZWORTH** and the Massachusetts Class are entitled to damages  
4 as a result of **SAMSUNG**'s violation of Mass. Gen. Laws ch. 93A § 2.

5 185. **SAMSUNG**'s conduct showed willful, knowing, and reckless disregard for the  
6 rights and well-being of **PLAINTIFF HOLZWORTH** and the Massachusetts Class, such that an  
7 award of punitive damages is appropriate.

8 WHEREFORE, **PLAINTIFF HOLZWORTH** and the Massachusetts Class pray for  
9 relief as set forth below.

10 **SIXTH CAUSE OF ACTION**  
11 **(PLAINTIFF SOTO AND THE COLORADO CLASS AGAINST SAMSUNG)**  
12 **VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**  
13 **(C.R.S. §6-1-105)**

14 186. **PLAINTIFF SOTO** and the Colorado Class hereby realleges and incorporate by  
15 reference each and every allegation set forth above, as if fully set forth in detail herein.

16 187. **PLAINTIFF SOTO** has standing to bring this action under the Colorado Consumer  
17 Protection Act because he suffered injury in fact as result of **SAMSUNG**'s conduct and lost money  
18 through his purchase, or payment for one or more of the Subject Phones, which **PLAINTIFF**  
19 **SOTO** would not have purchased, or made payment toward if **SAMSUNG** had not concealed the  
20 risks of overheating, fire and explosion described herein.

21 188. **SAMSUNG**, through its advertising and marketing of the Subject Phones,  
22 concealed, and failed to disclose, material information regarding the fact that the Subject Phones  
23 were defectively designed and prone to overheating, catching fire, and explosion despite knowing  
24 that such specific and material information to **PLAINTIFF SOTO** and the Colorado Class.

25 189. **SAMSUNG** sought to fraudulently represent the Subject Phones as safe. But these  
26 depictions failed to paint a true portrayal of the Subject Phones as **SAMSUNG** concealed, and  
27 failed to disclose, material information regarding the fact that the Subject Phones were defectively  
28 designed and prone to overheating, catching fire, and explosion, despite sole and exclusive  
knowledge.

1           190. At no time did **SAMSUNG** disclose to **PLAINTIFF SOTO** and the Colorado  
2 Class that the Subject Phones were defectively designed and prone to overheating, catching fire,  
3 and explosion. Indeed, despite direct knowledge to the contrary, **SAMSUNG** continually failed to  
4 disclose to consumers that the Subject Phones were defectively designed and prone to overheating,  
5 catching fire, and explosion.

6           191. **PLAINTIFF SOTO** and the Colorado Class interpreted **SAMSUNG**'s failure to  
7 disclose and omissions as a representation that the Subject Phones did not pose the threat of danger  
8 by and through, among others, overheating, fire, and/or explosion.

9           192. As a direct result of **SAMSUNG**'s failure to disclose that the Subject Phones were  
10 defectively designed and prone to overheating, catching fire, and explosion, **PLAINTIFF SOTO**  
11 and the Colorado Class purchased or otherwise paid money for the Subject Phones which they  
12 otherwise would not have done had **SAMSUNG** disclosed the fact that the Subject Phones were  
13 defectively designed and prone to overheating, catching fire, and explosion.

14           193. At all times mentioned herein, **SAMSUNG** was, and remained, in a superior  
15 position to know the truth about the Subject Phones and their propensity to overheat, catch fire,  
16 and explode.

17           194. The facts concealed by **SAMSUNG** are material facts because any reasonable  
18 consumer would have considered the fact that the Subject Phones' propensity to overheat, catch  
19 fire, and explode to be important in deciding whether to purchase the Subject Phones as opposed to  
20 another smartphone.

21           195. **PLAINTIFF SOTO** and the Colorado Class reasonably and justifiably relied on  
22 **SAMSUNG**'s failure to disclose that the Subject Phones were prone to overheating, catching fire,  
23 and explosion when purchasing the Subject Phones. **PLAINTIFF SOTO** and the Colorado Class  
24 would not have purchased the Subject Phones were it not for the material omissions by  
25 **SAMSUNG**.

26           196. The intentional omissions by **SAMSUNG** were a substantial factor in causing harm  
27 to **PLAINTIFF SOTO** and the Colorado Class, and said harm would not have occurred absent the  
28 intentional omissions made by the **SAMSUNG**.

1 197. **SAMSUNG** has deliberately caused and has intended to cause great harm to  
2 **PLAINTIFF SOTO** and the Colorado Class with full knowledge of the wrongfulness of their  
3 conduct. **PLAINTIFF SOTO** and the Colorado Class further allege **SAMSUNG**'s conduct as  
4 alleged above was despicable, was carried on with a willful and conscious disregard of the rights  
5 and well-being of **PLAINTIFF SOTO** and the Colorado Class, and subjected **PLAINTIFF**  
6 **SOTO** and the Colorado Class to undue hardship. Therefore, **PLAINTIFF SOTO** and the  
7 Colorado Class should be awarded punitive and exemplary damages sufficient to punish  
8 **SAMSUNG** for engaging in this conduct and to deter similar conduct on its part in the future.

9 WHEREFORE, **PLAINTIFF SOTO** and the Colorado Class pray for relief as set forth  
10 below.

11 **SEVENTH CAUSE OF ACTION**  
12 **UNJUST ENRICHMENT**  
13 **(ALL PLAINTIFFS AND ALL CLASSES AGAINST SAMSUNG)**

14 198. **PLAINTIFFS** hereby re-allege and incorporate by reference each and every  
15 allegation set forth above, as if fully set forth in detail herein.

16 199. As a result of their wrongful and fraudulent acts and omissions, as set forth above,  
17 pertaining to the Subject Phones, **SAMSUNG** charged a higher price for the Subject Phones than  
18 the Subject Phones' true value and **SAMSUNG** obtained monies which rightfully belong to  
19 **PLAINTIFFS** and the Classes set forth herein.

20 200. **SAMSUNG** enjoyed the benefit of increased financial gains, to the detriment of  
21 **PLAINTIFFS** and the **CLASS**, who paid a higher price for Subject Phones which actually had  
22 lower values. It would be inequitable and unjust for **SAMSUNG** to retain these wrongfully  
23 obtained profits.

24 201. **PLAINTIFFS**, therefore, seek an order establishing **SAMSUNG** as constructive  
25 trustee of the profits unjustly obtained, plus interest.

26 **VII. PRAYER FOR RELIEF**

27 WHEREFORE, **PLAINTIFFS** pray that this Court enter judgment in their favor on every  
28 claim for relief set forth above and award them relief including, but not limited to, the following:

- 1           1.       An Order appointing **PLAINTIFFS** to represent the Classes defined above
- 2 pursuant to FRCP 23(a) and designating **PLAINTIFFS**' counsel as Class Counsel;
- 3           2.       An order enjoining **SAMSUNG** from any future violations of the law;
- 4           3.       An order enjoining **SAMSUNG** from selling the Subject Phones;
- 5           4.       For economic losses, in an amount according to proof at trial;
- 6           5.       For restitution in an amount according to proof at trial;
- 7           6.       For punitive damages;
- 8           7.       An award for **PLAINTIFFS** for the costs of suit and reasonable attorneys' fees as
- 9 provided by law;
- 10          8.       For interest upon any judgment entered as provided by law; and,
- 11          9.       For such other and further relief as the Court may deem just and proper.

12 Dated: August 3, 2017

**COTCHETT, PITRE & MCCARTHY, LLP**

13  
14 By: /s/ Anne Marie Murphy  
15       Niall P. McCarthy  
16       Anne Marie Murphy  
17       Eric J. Buescher

**STONEBARGER LAW, APC**

18 By: /s/ Gene J. Stonebarger  
19       Gene J. Stonebarger  
20       Richard D. Lambert  
21       Crystal L. Matter

22 **VIII. JURY DEMAND**

23 Plaintiff demands trial by jury on all issues so triable.

24 Dated: August 3, 2017

**COTCHETT, PITRE & MCCARTHY, LLP**

25 By: /s/ Anne Marie Murphy  
26       Niall P. McCarthy  
27       Anne Marie Murphy  
28       Eric J. Buescher

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By: /s/ Gene J. Stonebarger  
Gene J. Stonebarger  
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