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

14
15 GARY SOSENKO, DIANE TERRY,
16 and MICHAEL BURRAGE, on behalf of
17 themselves and all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 LG ELECTRONICS U.S.A., INC.

22 Defendant.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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26
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28 LG Refrigerator Linear Compressor Failure Lawsuit

CLASS ACTION COMPLAINT
CASE NO.

1 **NATURE OF THE ACTION**

2 1. This class action is brought on behalf of California consumers who
3 purchased refrigerators manufactured by LG that are equipped with linear compressors
4 (the “LG Refrigerators”). LG designed, manufactured, promoted, distributed, and sold
5 the LG Refrigerators, pricing them in the range of \$1,400 to \$7,000.

6 2. A latent defect causes failure of the refrigerator’s linear compressor—a
7 central component responsible for cooling. The compressor defect renders the LG
8 Refrigerators unable to perform their most basic function: cooling and preserving food
9 and beverages. When the compressor defect manifests, the refrigerator warms and its
10 contents spoil, unless they are moved to a working refrigerator or cooler. Although
11 refrigerators last 13 years on average, the LG Refrigerators have been failing *en masse*
12 within 36 months.

13 3. LG previously settled a class action alleging its refrigerators are defective.
14 The claims extinguished by the judgment in that case, however, are limited to those
15 involving purchases before January 29, 2014, which marks the beginning of the class
16 period in this case. *See* Judgment, *Clark v. LG Elecs. USA, Inc.*, No. 3:13-CV-485-JM
17 (JMA), ECF No. 71, ¶ 2 (S.D. Cal. May 15, 2015); *see also id.* ECF No. 44-3, § 2.71(a).
18 Since settling *Clark*, LG has continued selling defective refrigerators that have failed at
19 extremely high rates—a “pandemic,” according to one news report. Despite its
20 knowledge of the compressor defect, LG sold and continues to sell the LG Refrigerators
21 without alerting purchasers to the problem.

22 4. When consumers have made warranty claims for malfunctioning LG
23 Refrigerators, LG has not replaced them with working units or offered refunds. Instead,
24 LG has attempted futile repairs or replaced defective compressors with other defective
25 compressors—a practice that, for many, has resulted in repeated refrigerator failures.
26 Consumers who bought LG Refrigerators have been forced to live out of coolers or
27 prematurely buy replacement refrigerators.
28

1 5. The compressor defect existed in each LG Refrigerator at the time it was
2 sold. Plaintiffs were deprived of the benefit of their bargain and bring this action to
3 obtain relief for themselves and others who purchased an LG Refrigerator in California.

4 **PARTIES**

5 6. Plaintiff Gary Sosenko is a California citizen residing in Orange, California.

6 7. Plaintiff Diane Terry is a California citizen residing in Corona, California.

7 8. Michael Burrage is a California citizen residing in Folsom, California.

8 9. Defendant LG Electronics U.S.A., Inc., the North American subsidiary of
9 LG Electronics Inc., is incorporated under Delaware law and maintains its principal
10 place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

11 **JURISDICTION AND VENUE**

12 10. This Court has jurisdiction over the lawsuit under the Class Action Fairness
13 Act, 28 U.S.C. § 1332, because this is a proposed class action in which: (1) there are at
14 least 100 class members; (2) the combined claims of class members exceed \$5,000,000,
15 exclusive of interest, attorneys’ fees, and costs; and (3) Plaintiffs and Defendants are
16 domiciled in different states.

17 11. The Court has personal jurisdiction over LG because it has sufficient
18 minimum contacts in California to render the exercise of jurisdiction by this Court
19 proper. LG intentionally avails itself of markets within California through its
20 promotion, distribution, and sale of its products in this State. Plaintiffs Sosenko, Terry,
21 and Burrage reside and purchased an LG Refrigerator in California. Plaintiffs each used
22 their LG Refrigerators in California, experienced the defect in California, and sought
23 repairs in California.

24 12. Venue is proper in this District under 28 U.S.C. § 1391(b) because a
25 substantial part of the events or omissions giving rise to the claims occurred in this
26 District.

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PLAINTIFF-SPECIFIC ALLEGATIONS

Plaintiff Gary Sosenko

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3 13. Mr. Sosenko purchased a Kenmore-branded LG Refrigerator (Model
4 795.7402.411) for approximately \$2,600 on May 26, 2016 from a Sears store in Orange,
5 California.

6 14. Before purchasing the refrigerator, Mr. Sosenko saw sales and marketing
7 materials portraying the refrigerator as high quality and fully functional. After
8 purchasing the refrigerator, but before using it, Mr. Sosenko was provided with
9 additional information about the unit, and its compressor, in product brochures and
10 owners' manuals. At no point before using the refrigerator did Mr. Sosenko see any
11 disclosure that the refrigerator is defective and prone to compressor failure.

12 15. In December 2018, Mr. Sosenko's refrigerator failed from the compressor
13 defect. His refrigerator would not stay cool, resulting in spoiled food.

14 16. Mr. Sosenko contacted Sears to request repairs on December 24, 2018. A
15 Sears repair person diagnosed the problem on December 28, 2018 and determined that
16 the compressor had failed. The repair person ordered a replacement compressor.

17 17. On January 11, 2019, a second repair person came to repair Mr. Sosenko's
18 refrigerator but was unable to successfully perform the repair.

19 18. On January 24, 2019, a third repair person replaced the refrigerator's
20 compressor, evaporator, and condenser coil. Mr. Sosenko paid over \$200 in labor costs
21 for this repair.

22 19. Mr. Sosenko did not have a working refrigerator during the month between
23 his reporting of the problem and the repair.

24 20. Before purchasing his refrigerator and until it failed, Mr. Sosenko did not
25 know that the LG Refrigerators suffer from the compressor defect. Had LG disclosed
26 the defective nature of the LG Refrigerator prior to his purchase, on the product's
27 packaging, or in the accompanying brochures, he would not have bought an LG
28

1 Refrigerator, would not have bought an LG Refrigerator at the price he did, or would
2 have returned his LG Refrigerator for a refund during Sears’s 30-day return period.

3 **Plaintiff Diane Terry**

4 21. Ms. Terry purchased an LG Refrigerator (Model LMXS30776S/03) for
5 approximately \$3,200 on June 28, 2016 from the Pacific Sales Kitchen & Home store in
6 Corona, California.

7 22. Before purchasing the refrigerator, Ms. Terry saw sales and marketing
8 materials portraying the refrigerator as high quality and fully functional. After
9 purchasing the refrigerator, but before using it, LG provided her with additional
10 information about the unit, and its compressor, in product brochures and owners’
11 manuals. At no point before using the refrigerator did Ms. Terry see any disclosure that
12 the refrigerator is defective and prone to compressor failure.

13 23. In or about June 2017, Ms. Terry’s refrigerator began to malfunction, and
14 could no longer dependably cool her food. She called LG in June or July 2017 to report
15 the problem. The LG representative did not mention the compressor defect, and directed
16 her to engage in troubleshooting measures, which did not fix the problem. Ms. Terry
17 continued to experience cooling failures, and on September 24, 2018, her refrigerator
18 failed completely.

19 24. About three days after Ms. Terry called LG again, LG sent out a repair
20 person, who diagnosed the problem as a failed compressor and spent several hours
21 attempting a repair. The repair attempt was unsuccessful, and the repair person returned
22 the next day to try again to fix Ms. Terry’s refrigerator. Ms. Terry did not have a
23 working refrigerator during the six days between her reporting of the failure and
24 completion of the repair.

25 25. Before purchasing her refrigerator and until it failed, Ms. Terry did not
26 know that the LG Refrigerators suffer from the compressor defect. Had LG disclosed
27 the defective nature of the LG Refrigerator prior to her purchase, on the product’s
28 packaging, or in the accompanying brochures, she would not have bought an LG

1 Refrigerator, would not have bought an LG refrigerator at the price she did, or would
2 have returned her LG Refrigerator for a refund during Pacific Sales's 15-day return
3 period.

4 **Plaintiff Michael Burrage**

5 26. Mr. Burrage purchased an LG Refrigerator (Model LFXC24726S /02) for
6 approximately \$2,250 on September 28, 2015 from Lowe's in Folsom, California.

7 27. Before purchasing the refrigerator, Mr. Burrage saw sales and marketing
8 materials portraying the refrigerator as high quality and fully functional. After
9 purchasing the refrigerator, but before using it, LG provided him with additional
10 information about the unit, and its compressor, in product brochures and owners'
11 manuals. At no point before using the refrigerator did Mr. Burrage see any disclosure
12 that the refrigerator is defective and prone to compressor failure.

13 28. In July 2017, Mr. Burrage's refrigerator failed from the compressor defect.
14 His refrigerator would not stay cool, resulting in spoiled food.

15 29. Mr. Burrage contacted LG, and a repair person replaced the refrigerator's
16 compressor on July 10, 2017. Mr. Burrage paid over \$300 in repair costs.

17 30. On or about March 17, 2019, Mr. Burrage's refrigerator failed again from
18 the compressor defect. His refrigerator would not stay cool, resulting again in spoiled
19 food.

20 31. Mr. Burrage contacted LG, and a repair person replaced the refrigerator's
21 compressor, condenser, and evaporator on March 23, 2019. The repair person told Mr.
22 Burrage that the last compressor should not have failed so quickly and should have
23 lasted at least 10 years before failing. The repair person also noted that there was a
24 small leak in the evaporator on Mr. Burrage's refrigerator.

25 32. Because of the multiple compressor repairs, Mr. Burrage was without a
26 working refrigerator for approximately 22 days.

27 33. Before purchasing his refrigerator and until it failed, Mr. Burrage did not
28 know that the LG Refrigerators suffer from the compressor defect. Had LG disclosed

1 the defective nature of the LG Refrigerator prior to his purchase, on the product's
2 packaging, or in the accompanying brochures, he would not have bought an LG
3 Refrigerator, would not have bought an LG refrigerator at the price he did, or would
4 have returned his LG Refrigerator for a refund during Lowe's 90-day return period.

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7 34. Plaintiffs prefer the features and aesthetics of the LG Refrigerators to other
8 refrigerators. LG continues to advertise the LG Refrigerators' high quality and
9 functionality. But, because of their experience with the LG Refrigerators, Plaintiffs do
10 not trust LG's representations about its refrigerators. As a result, although Plaintiffs
11 would like to buy another LG Refrigerator, they will not do so unless LG takes
12 sufficient steps to cure the defect and ensure the accuracy of its representations about its
13 refrigerators.

14 **COMMON FACTUAL ALLEGATIONS**

15 35. Refrigerators, an essential part of the modern American household, can be
16 found in 99.9% of homes. Refrigerators allow people to preserve their food and reduce
17 the risk of food-borne disease.

18 36. According to the National Association of Home Builders, the average life
19 span of a refrigerator is approximately 13 years. LG has represented that its
20 refrigerators have a 20-year life span.

21 37. The industry standard is that a refrigerator should not have any major
22 failures within the first 10 years of use.

23 **A. The LG Refrigerators and LG's Representations About Them**

24 38. LG designs, manufactures, distributes, and sells refrigerators throughout the
25 country. The LG Refrigerators are available for purchase in large retail stores like Sears,
26 Home Depot, and Best Buy as well as in smaller appliance stores and online. The
27 Manufacturer's Suggested Retail Price for the LG Refrigerators ranges from
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1 approximately \$1,400 to \$7,000, with most models falling in the \$1,400 to \$3,000
2 MSRP range.

3 39. A compressor is the central component—the “engine”—of any refrigerator.
4 A compressor contains a motor and pump that move refrigerant, which generates cold
5 air, throughout the refrigerator. Typically, sensors in a refrigerator detect temperature
6 increases and activate the compressor, which releases refrigerant in gas form.

7 40. After being released from the compressor, refrigerant flows through the
8 refrigerator’s condenser. The condenser condenses the vaporized refrigerant to liquid
9 form, releasing heat in the process. The liquid refrigerant then flows through the
10 refrigerator’s evaporator, which draws heat from the regions of the refrigerator that
11 need to be cooled, causing the refrigerant to vaporize. The vaporized refrigerant then
12 returns to the compressor, and the cycle repeats.

13 41. LG developed its proprietary linear compressor in the early 2000s. LG
14 designed the linear compressor to be an energy-efficient replacement for the
15 reciprocating compressor used in many other refrigerators. Instead of the traditional,
16 less efficient crank mechanism, which converts rotary motion into reciprocating motion,
17 LG’s linear compressor uses a magnet and springs to drive a piston motor.

18 42. LG’s proprietary linear compressor refrigerators are important to its
19 business and are featured prominently in its public representations, including in
20 advertisements and marketing materials. LG represented in a November 24, 2014 press
21 release that 10 million LG Refrigerators had been sold since 2001. According to LG:

22 In 2001, LG introduced the world’s first refrigerator powered
23 by an Inverter Linear Compressor, continuing to improve the
24 technology ever since. . . . LG’s technology employs a straight
25 piston drive instead of a conventional reciprocating drive,
26 resulting in less internal friction than conventional motors. This
27 increases the refrigerator’s reliability and durability while also
28 generating less noise while running. LG refrigerators featuring
Inverter Linear Compressor technology proved to be
approximately 32 percent more energy efficient than those

1 equipped with conventional reciprocating compressors,
2 contributing significantly to lower electricity bills.

3 43. In the same release, LG touted that the LG Refrigerators are “up to 25
4 percent quieter” than refrigerators powered by reciprocating compressors. LG also
5 touted the linear compressor’s reliability, stating that the component “reduced internal
6 friction by 64.2 percent, causing less wear to the refrigerator and helping it to achieve a
7 20 year life-span, a first in the industry.”

8 44. LG singled out the linear compressor in its public statements about its
9 refrigerators: “LG is so confident in its technology that the Inverter Linear Compressor
10 has been covered under a 10-year warranty since 2009, a first in the industry.”

11 45. LG issued another press release on March 21, 2017 to mark the sale of its
12 “15th million refrigerator worldwide powered by its proprietary Inverter Linear
13 Compressor”—which LG characterized as “the appliance division’s most successful
14 core technology.” In the same release, LG projected that it would sell 4 million more
15 units in 2017, or “an average of seven refrigerators sold every minute.” As in the 2014
16 press release, LG cited statistics concerning the linear compressor’s performance,
17 claiming that it “delivers 55 percent better energy efficiency and 15 percent less noise
18 compared [to] its first generation compressor.”

19 46. Similar statements appear on the LG website’s refrigerator home page and
20 product pages:

- 21 • “When you buy a refrigerator, you don’t want to worry that it won’t last.
22 Because the Linear Compressor uses fewer moving parts and operates more
23 efficiently, LG confidently backs the Linear Compressor with a 10-year limited
24 warranty.”
- 25 • “The Linear Compressor reacts quickly to temperature fluctuations and helps
26 keep your food fresher, longer.”
- 27 • “You’ll get all the latest features like LG’s exclusive Linear Compressor
28 technology, which delivers optimum cooling, operating efficiency and
reliability.”

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2 47. Statements approved by LG and made by its authorized resellers also
3 advertised the linear compressors and the LG Refrigerators’ overall functionality. These
4 statements include the following:

- 5 • **Sears.** “For fresher food longer, Kenmore and Kenmore Elite refrigerators with
6 GeniusCool™ technology use Digital Temperature Control, Multi Air Flow and
7 electronic sensors to keep all of your food fresh while the linear compressor
8 adjusts to quick temperature changes.”
- 9 • **Best Buy.** “Achieve the right chill. Vents and a linear compressor will keep
10 temperature and humidity conditions at ideal levels inside the fridge.”
- 11 • **Home Depot.** “Linear compressor reacts quickly to temperature fluctuations
12 and helps keep your food fresher, longer; strategically-placed vents in every
13 section help to surround your food with cool air no matter where you put it.”
- 14 • **Lowes.** “Smart Cooling® system is designed to maintain superior conditions
15 within the refrigerator. The Linear Compressor reacts quickly to temperature
16 fluctuations and helps keep your food fresher, longer.”
- 17 • **P.C. Richard & Son.** “With LG Smart Cooling® Plus technology, digital
18 sensors help the Linear Compressor and Dual Evaporators maintain optimum
19 temperature and humidity levels, while vents in every section work with the
20 Fresh Air Filter to surround your food with the freshest air possible.”

21 **B. The Defect Manifests in the LG Refrigerators**

22 48. LG’s linear compressors have caused consumers problems for many years.
23 When an LG compressor fails, the refrigerator warms and the perishables within it
24 spoil.

25 49. LG’s linear compressor contains an intake valve—where refrigerant
26 enters—and a discharge valve—where refrigerant exists. These valves are responsible
27 for regulating and controlling the flow of refrigerant through the compressor.

28 50. LG’s linear compressor works in close connection with another important
component, called the evaporator. The evaporator is where heat transfer takes place.

1 Together, the compressor and evaporator are essential components for cooling. Before
2 refrigerant enters the compressor, it flows through the evaporator. The evaporator
3 absorbs heat from the interior of the refrigerator and into the refrigeration system. This
4 process causes the refrigerant to vaporize, and the vaporized refrigerant is then sent
5 through the compressor.

6 51. As used herein, “compressor defect” refers to the defective nature of the
7 linear compressor and related parts, including the evaporator, in the LG Refrigerators.

8 52. The tubing of the evaporator in LG Refrigerators is defective and prone to
9 corrosion and pitting from ordinary usage. Pin-holes develop in the evaporator tubing,
10 which cause leaks and allow atmospheric air to enter. Because of the air leakage, the
11 refrigerant that passes from the evaporator to the condenser generates excess pressure
12 that stresses the compressor and contaminates oil in the compressor.

13 53. The compressor’s components are defective and incapable of withstanding
14 the additional pressure, resulting in failure. Typically the weakest component of the
15 compressor—the discharge valve—is the first to fail.

16 54. Once the compressor on an LG Refrigerator fails, even if a repair is
17 performed, the refrigerator remains substantially certain to fail within two years because
18 LG instructs its technicians to use the same defective parts as replacements.

19 55. LG’s linear compressors are thus inherently defective—and the defect
20 inevitably manifests. LG nevertheless has responded to warranty claims by attempting
21 futile repairs. As a result, consumers have been left without a refrigerator for weeks
22 while they wait for service, and many have experienced repeated failures.

23 56. One technician, whose company was previously an authorized repair unit
24 for LG, reports that LG compressors fail at alarming rates compared to other brands of
25 refrigerators. He recalls replacing about 80 LG compressors per month, whereas his
26 company only replaced about three to five compressors per month on competing
27 refrigerator brands such as Thermador, Sub-zero, and Whirlpool. The technician
28 stopped doing business with LG because of the high rate of compressor failures and

1 LG's failure to adequately respond to the problem by providing non-defective parts for
2 repairs.

3 57. There have been thousands of complaints, from refrigerator repair
4 professionals in addition to consumers, about LG Refrigerator failures. These
5 complaints date back several years and include the following:

- 6 • **2/2/12:** “. . . Four years to the day, after plugging in our new fridge, the
7 compressor failed. That was November 22, 2011. I am sending this note on
8 February 2, 2012, and we are still waiting for parts to repair the new LG.”
- 9 • **1/21/13:** “We purchased a top of the line LG refrigerator Model
10 #LFX28978ST from Home Depot on July 4th, 2012. On December 23, 2012,
11 it quit working. It is now January 21, 2013 and I am still without a
12 refrigerator! I called the LG Hotline on December 23rd and was told that they
13 could have their certified repairman out on the 28th of December. He came
14 out and told me we needed a new compressor; he didn't carry this part on his
15 truck so it would have to be ordered. The compressor would take a week to
16 get here.”
- 17 • **6/22/13:** “. . . The compressor failed within 4 years, and it never keeps the
18 right temperature, constantly freezing food in the fridge. We set it at 45-47, it
19 does 30-32. We're throwing away lots of vegetables ruined by freezing. Even
20 worse, when we needed repair for the compressor, under warranty, we
21 contacted LG. Their repairman came out and said he would order the part, and
22 then we never heard from him again. Only one local vendor would work on it.
23 The rest said they refuse to work on LG...”
- 24 • **6/24/13:** “Compressor failed in less than 2 years. LG would not help me and
25 then hung up on me. This is an awful company that makes cheap poor quality
26 products!!! Be warned. Do not buy their products.”
- 27 • **7/30/13:** “After slightly less than 3 years my French Door Refrigerator
28 suddenly could not get cold enough to safely refrigerate the food and safely
keep foods frozen. The temperature in the refrigerator box hovered at about 40
and the freezer at around 32. The temperatures would not change even though
I increased the coldness setting. A repairman from a reputable repair company
and after testing and checking all of the different components he said the
compressor was failing. He said that it was a common problem with the LG

1 refrigerator. He said he had several compressor failures in them a year and
2 that nearly all of them were less than 3 years old. The repair cost is more than
3 it is worth.”

- 4 • **8/30/13:** “Purchased this LG Refrigerator Model LFX25974 on July 3, 2013
5 from Home Depot and was delivered on July 16. 7 weeks later, the freezer and
6 refrigerator stopped cooling.... The ice was water! LG arranged to have an
7 “authorized” repairman to come out. The appointment was confirmed with the
8 ApplianceMan in Westerville, Ohio for Thursday, August 29th between 1-5p.
9 NEVER SHOWED!!!! When I contacted them Fri. am, was told they “lost”
10 my appt. After they arrived Friday afternoon, was told I needed new
11 compressor and evaporator and parts ordered. 1-2 weeks before they come in
12 and then need to schedule another appt to fix.... According to the other
13 reviews, this seems to be the trend with LG. I will never purchase another LG
14 appliance.”
- 15 • **2/2/14:** “This was the biggest mistake buying the LG LFX 2578ST. After only
16 6 months the compressor conked out. LG has left us waiting for a replacement
17 compressor on order that will take “2 or 3 days” at which point the repair
18 person would be sent out...LG has been less than helpful and really left us
19 stranded with no fridge. I have no confidence in their product and customer
20 service has been disappointing. They are not solution focused, have no
21 intention of replacing the fridge and state they will cover only \$250 in
22 perishables in a lifetime. I would not recommend this product....”
- 23 • **6/9/14:** “We have had numerous issues with flooding and ice all over the floor
24 and with the unit not keeping food cold enough. We contacted LG for service,
25 only to realize that it would take two weeks to install a new compressor and
26 worrying if that would hold. I lost over \$200.00 in food.”
- 27 • **8/3/14:** “Our 9 month old LG French Door Refrigerator has had a horrible
28 vibrating sound almost from the day we bought it. As a final measure before
throwing it out, I took the lower rear cover off the compressor area. The
compressor is vibrating very loudly to the point of complete annoyance.”
- **1/23/15:** “Model LFX28978SB - For the 2nd time in the last 4 months, I have
thrown away all of the food in our LG refrigerator/freezer. This refrigerator
had the compressor replaced 4 months ago and then again, one month later.”

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- **10/27/15:** “They have been to my house 5 times, replaced the compressor twice along with other parts. I had to pay \$600+ for the labor and parts that weren’t under warranty. It still doesn’t work. My wife called LG and they said there is nothing more they can do. I’m out \$600 and a fridge. Lousy product and a lousy company!”
 - **11/10/16:** “Terrible product. Compressor not functioning after only 18 months. Calling the service line is a joke. 40 minutes on the phone.... After all was said and done, it will cost me \$348 for a service call which can only be done by their service techs. Absolutely pitiful product, Model LMXC23746S/00. I built homes for 40 years and never had to deal with a malfunctioning appliance this quickly.”
 - **4/28/17:** “Compressor went bad after 11 months. LG replaced the compressor. That one was bad as soon as it was plugged in. Replaced a third time. It has worked for 5 years and stopped cooling again. Been trying for 2 weeks to get someone to come and fix it. 4 bad compressors in 5 years. If you’re thinking of buying a refrigerator think other than LG.”
 - **12/15/17:** “LG fridge LFXS29626S French Door...Compressor went out 1yr 4mos... No fridge for Thanksgiving and looks like no fridge for Christmas. Don’t get me started on the customer service. One rep told me pretty much to get over it, she was without fridge once for 5 mos. 6 weeks is nothing! They all act like there’s something wrong with us for feeling that the service is unacceptable. And they continue to get away with it.”
 - **5/17/18:** “We bought our LG LMXS30776S/02 less than two years ago from Best Buy...It stopped working on 5/8 and I called Best Buy - they couldn’t send someone for 3 days.... The technician came today and said it needed a new compressor. He commented that this was the 5th LG Refrigerator compressor replacement he’s worked on this month.”
 - **10/1/18:** “I bought a new LG Refrigerator in May 2018. Within a month, I started having issues with the refrigerator. It started making a very loud noise and had cooling issues. I called LG customer service, as it was under a manufacturer’s warranty. For last 2.5 months, LG could not even repair the refrigerator or provide a replacement. Highly unprofessional customer service, as the update provided by them changes every week....”

- 1 • **1/8/19:** “1 year old LG French door broke down (no cooling) on
2 Thanksgiving. Took them 19 days to get someone out there. Meanwhile was
3 living out of coolers. They replaced the compressor, dryer and condenser...
4 then on Christmas bam stopped working again...”
- 5 • **1/10/19:** “The compressor was replaced 5 days ago on Friday 1/4/2019. Five
6 days later I am without a refrigerator and freezer again and have lost \$200 -
7 \$250 in groceries. I have photos of the water leaking out of the ice maker on
8 the door as well.”
- 9 • **3/25/19:** “I bought my French door LG refrigerator in Jan 2018. Now - in
10 March 2018 it is no longer cooling. I bought the extended warranty through
11 Lowe’s. They sent a tech to assess the problem. Compressor needs replacing.
12 After only 14 months of use!”

13 58. Aggrieved consumers formed a Facebook group—“LG Refrigerators – Life
14 is NOT Good”—related to the compressor defect. The group, which has approximately
15 1,500 likes and follows, contains numerous pictures and accounts of consumers who
16 experienced LG Refrigerator compressor failure.

17 **C. LG’s Knowledge of the Compressor Defect**

18 59. Many similar complaints of malfunctioning refrigerators, dating back years,
19 have been made directly to LG on its website and on social media pages that LG
20 regularly monitored. These complaints—and the sampling of complaints reproduced
21 above—demonstrate LG’s longtime knowledge of the defect.

22 60. LG, moreover, has had exclusive and direct knowledge of the scale of the
23 compressor problems from its communications with its authorized repair personnel,
24 who have been inundated by repair requests for years.

25 61. A local CBS television news affiliate recently ran a segment entitled:
26 “‘Pandemic’ of dying LG fridges has log-jammed repair workers.” CBS interviewed a
27 consumer whose LG Refrigerator failed and could not be repaired because LG repair
28 providers said “they were months out or they don’t work on LGs anymore.” One repair
person reported that “[LG’s] refrigerators are failing quite pandemically” and “it’s a
national thing.” The repair person informed LG that his company would no longer work

1 on LG refrigerators due to the high repair volume, explaining “we’re just getting buried
2 in it.” In response to the story LG said it was hiring more technicians.

3 62. Another local news station reported in March 2018 that an LG consumer
4 experienced the defect, but had to wait weeks for service because the replacement
5 compressor was “on back order.” Her replacement compressor then failed within a day
6 after being installed.

7 63. Yet another television news segment reported in October 2017 that several
8 LG customers experienced the defect, then had replacement compressors fail, and were
9 forced to pay for repairs. “The refrigerators compressors needed to be replaced,” the
10 report stated. “And it’s not just them, a handful of other LG customers also reached out
11 to Eyewitness News through email with the same problem. Some of the online reviews
12 through consumer reports say much of the same.” The reporter also interviewed local
13 repair providers who said the compressor was on backorder or that they no longer work
14 on LG Refrigerators.

15 64. The *Clark* litigation, No. 3:13-CV-485-JM (JMA) (S.D. Cal. filed Feb. 28,
16 2013), further placed LG on notice of the widespread failures of its refrigerators
17 containing the defective compressors.

18 65. Additionally, LG gained direct knowledge of the compressor defect through
19 its role as designer and manufacturer of the compressor product at issue. In developing
20 the linear compressor, LG conducted testing, including by using specialized lab
21 equipment to measure the force generated by the motor, and by applying the same
22 reliability tests that are applied to conventional motors as a standard measure.

23 66. According to a 2002 white paper prepared by three LG Senior Research
24 Engineers, the linear motor powering LG’s linear compressor must also satisfy other,
25 more intensive reliability tests due to its use of a magnet and other unique
26 characteristics.

27 67. In sum, (1) complaints from (a) consumers and (b) repair shops, (2) news
28 reports, (3) the *Clark* class action, and (4) its own product testing provided LG with

1 knowledge—well before Plaintiffs purchased their refrigerators—that the compressors
2 in the LG Refrigerators are defective.

3 **D. Inadequate Warranty Service**

4 68. Many of the consumers who experienced the defect have voiced frustration
5 with LG’s warranty service or the warranty service of its authorized sellers and repair
6 providers. Despite being aware of the defect, LG replaces defective parts with defective
7 parts, exposing customers repeat failures.

8 69. LG also requires consumers to wait for overwhelmed repair providers to
9 obtain a replacement compressor and attempt the repair. Worse still, LG instructs
10 technicians not to bring replacement compressors to the initial visit, thereby
11 unnecessarily extending the time consumers must wait before receiving a repair. And
12 any repair will be temporary, at best, because the replacement part is equally defective.

13 70. Further, LG until 2018 required consumers, after the first year of
14 ownership, to pay for the labor associated with replacing the defective compressor. LG
15 covered only the cost of replacement parts. Such costs generally range from \$200 to
16 over \$1,000. (For LG Refrigerators purchased after January 1, 2018, LG covers parts
17 for ten years and parts and labor for five years.)

18 71. Regardless of whether LG pays labor costs for some consumers, its
19 warranty performance, and the warranty performance of its authorized agents, is
20 deficient. Plaintiffs and class members uniformly overpaid for their LG Refrigerators
21 because of the defective compressor, and those who experienced the defect have been
22 left without a refrigerator while waiting for LG to diagnose the problem and arrange for
23 repairs.

24 72. To date, LG has not implemented an effective remedy for those who suffer
25 the compressor defect. LG instead continues to advise such individuals to replace their
26 defective compressors with other defective compressors.
27
28

1 or would have been willing to purchase only at a lower price, LG Refrigerators had they
2 known of the compressor defect.

3 80. **Adequacy.** Plaintiffs will fairly and adequately protect the interests of the
4 class. Plaintiffs have no interests adverse to the interests of any other class member and
5 are committed to vigorously prosecuting this case. Plaintiffs have retained competent
6 counsel experienced in the prosecution of consumer protection class actions involving
7 defective goods.

8 81. **Commonality and Predominance.** There are questions of law and fact
9 common to the class, and the common questions predominate over any questions
10 affecting only individual class members. Among the questions common to the class are:

- 11 a. Whether the LG Refrigerators were defective at the time of sale;
- 12 b. Whether and to what extent the compressor defect impairs the value
13 of the LG Refrigerators;
- 14 c. Whether LG knew of the compressor defect but continued to promote
15 the LG Refrigerators, including their linear compressors, without disclosing the defect
16 or its consequences to consumers;
- 17 d. Whether a reasonable consumer would consider the compressor
18 defect and its consequences important to the decision whether to purchase an LG
19 Refrigerator;
- 20 e. Whether LG breached implied warranties connected with the LG
21 Refrigerators;
- 22 f. Whether LG's representations and omissions relating to the LG
23 Refrigerators and linear compressors were likely to deceive a reasonable consumer;
- 24 g. Whether Plaintiffs and class members overpaid for their LG
25 Refrigerators as a result of the violations alleged herein;
- 26 h. Whether Plaintiffs and class members are entitled to equitable relief,
27 including restitution and injunctive relief; and
28

1 i. Whether Plaintiffs and class members are entitled to damages or
2 other monetary relief, and if so, in what amount.

3 82. **Superiority.** A class action is superior to all other methods available for the
4 fair and efficient adjudication of this controversy. Because the amount of each
5 individual class member’s claim is small relative to the complexity of the litigation, and
6 given LG’s financial resources, no class member would be likely to pursue legal redress
7 individually for the violations detailed herein. Individual suits also would create the
8 potential for inconsistent and contradictory rulings. By contrast, a class action presents
9 fewer management difficulties, allows claims to be heard which would otherwise go
10 unheard, and allows comprehensive supervision by a single court.

11 83. **Injunctive Relief.** Class certification is also appropriate under Rule
12 23(b)(2) because LG acted and refused to act on grounds generally applicable to the
13 class, making appropriate final injunctive relief with respect to the class as a whole.

14 **FIRST CLAIM FOR RELIEF**

15 **Breach of Implied Warranty in Violation of the Song-Beverly Consumer Warranty**
16 **Act, CAL. CIV. CODE § 1792 *et seq.***

17 84. Plaintiffs incorporate the above allegations by reference.

18 85. Plaintiffs Sosenko, Terry, and Burrage are “buyers” within the meaning of
19 California Civil Code section 1781(b). Each purchased an LG Refrigerator in
20 California.

21 86. LG is a manufacturer within the meaning of California Civil Code section
22 1791(j). LG was responsible for producing the LG Refrigerators, and directed and was
23 involved in all stages of their production and manufacturing process.

24 87. The LG Refrigerators are “consumer goods” within the meaning of
25 California Civil Code section 1791(a).

26 88. LG impliedly warranted to Plaintiffs that the LG Refrigerators were
27 “merchantable” under California Civil Code sections 1791.1(a) and 1792.
28

1 89. LG breached the implied warranty of merchantability by producing,
2 manufacturing, and selling unmerchantable goods. The LG Refrigerators are defective.
3 The compressor defect invariably manifests well before the end of the useful life of
4 each LG Refrigerator. When the defect manifests, the result is total failure—the
5 refrigerator is unable to fulfill its core function of cooling. The LG Refrigerators are
6 thus unfit for the ordinary purposes for which a refrigerator is used and would not pass
7 without objection in the refrigerator trade.

8 90. The compressor defect is latent. Though the LG Refrigerators appear to be
9 operable when new, the defect existed within each LG Refrigerator at the time of sale
10 and throughout the periods of the written and statutory warranties. Accordingly,
11 discovery of the defect by a purchaser during or after a warranty period does not bar a
12 Song-Beverly claim for breach of the statutory implied warranty.

13 91. Any attempt by LG to disclaim its implied warranty obligations under the
14 Song-Beverly Act is ineffective due to its failure to adhere to California Civil Code
15 sections 1792.3 and 1792.4. Those sections provide that, in order to validly disclaim the
16 implied warranty of merchantability, a manufacturer must “in simple and concise
17 language” state: “(1) The goods are being sold on an ‘as is’ or ‘with all faults’ basis. (2)
18 The entire risk as to the quality and performance of the goods is with the buyer. (3)
19 Should the goods prove defective following their purchase, the buyer and not the
20 manufacturer, distributor, or retailer assumes the entire cost of all necessary servicing or
21 repair.” LG’s attempted warranty disclaimer does not conform to sections 1792.3 and
22 1792.4.

23 92. As a direct and proximate cause of LG’s breaches of the Song-Beverly Act,
24 Plaintiffs and class members have been damaged in an amount to be proven at trial.
25 Plaintiffs and class members are entitled to recover, among other damages, all amounts
26 paid toward the purchase of the LG Refrigerators.

1 93. LG knew of the defect before selling the LG Refrigerators. Thus, its Song-
2 Beverly violations were willful. Plaintiffs accordingly seek a civil penalty of twice their
3 actual damages.

4 94. Plaintiffs also seek costs and expenses, including reasonable attorneys' fees,
5 as provided under California Civil Code section 1794.

6 **SECOND CLAIM FOR RELIEF**

7 **Violations of the Magnuson-Moss Warranty Act**
8 **15 U.S.C. § 2301, *et seq.* ("MMWA")**

9 95. Plaintiffs incorporate the above allegations by reference.

10 96. The LG Refrigerators are "consumer products" under the MMWA. 15
11 U.S.C. § 2301(1).

12 97. Plaintiffs and Class members are "consumers" under the MMWA. 15
13 U.S.C. § 2301(3).

14 98. LG is a "supplier" and "warrantor" under the MMWA. 15 U.S.C. §
15 2301(4)-(5).

16 99. Through its implied warranty, LG warranted to Plaintiffs and Class
17 members that the LG Refrigerators they purchased were free from defects, of
18 merchantable quality, and fit for the ordinary purposes for which a refrigerator is used.

19 100. LG breached and refused to honor these implied promises. As a result of the
20 compressor defect, the LG Refrigerators are inoperable and fail to perform in
21 accordance with their ordinary and intended purposes.

22 101. LG has been given reasonable opportunities to cure its breaches of
23 warranty. LG had actual knowledge and ample notice that the LG Refrigerators are
24 defective as detailed above, but failed to provide an adequate remedy.

25 102. The amount in controversy for purposes of Plaintiffs' individual claims
26 exceeds \$25. The amount in controversy in this action exceeds \$50,000, exclusive of
27 interest and costs, computed on the basis of all claims to be adjudicated in the suit.
28

1 110. LG also owed a duty to disclose that the LG Refrigerators are defective
2 because it made partial, materially misleading statements in reference to the LG
3 Refrigerators' high-quality and reliable features, including the linear compressor,
4 without disclosing that the linear compressor and related parts are defective.

5 111. LG had ample means and opportunities to disclose to Plaintiffs and class
6 members prior to purchase that the LG Refrigerators are defective, including through
7 advertisements, on its website, on external labeling, on product brochures, and through
8 its authorized retail channels. Despite its exclusive knowledge of and these
9 opportunities to disclose the LG Refrigerators' defective nature, LG failed to disclose
10 the compressor defect to Plaintiffs prior to purchase or before their respective buyers'
11 remorse periods expired.

12 112. LG's misrepresentations and fraudulent omissions were material. Had
13 Plaintiffs known that the LG Refrigerators are defective, they would not have purchased
14 them, would not have purchased them at the prices they did, or would have returned
15 them during the remorse periods.

16 113. LG's CLRA violations caused Plaintiffs and class members to sustain
17 ascertainable losses, to be determined according to proof at trial.

18 114. Plaintiffs further seek an order enjoining LG from engaging in practices that
19 violate the CLRA.

20 115. Under California Civil Code section 1782(a), on their own behalf and on
21 behalf of the class, Plaintiffs separately sent CLRA notices to LG on March 22 and
22 April 1, 2019 via certified mail, return receipt requested, to LG's principal place of
23 business, advising LG that it is in violation of the CLRA and must correct, replace, or
24 otherwise rectify the goods alleged to be in violation of California Civil Code section
25 1770. If LG does not correct its business practices within 30 days of receiving
26 Plaintiffs' CLRA notices, Plaintiffs will amend (or seek leave to amend) this complaint
27 to add claims for monetary relief, including actual and restitutionary damages under the
28 CLRA, reasonable attorneys' fees and costs, declaratory relief, and punitive damages.

1 116. In accordance with California Civil Code section 1780(d), a CLRA venue
2 declaration is attached as Exhibit B to this complaint.

3 **FOURTH CLAIM FOR RELIEF**

4 **Violations of the Unfair Competition Law**
5 **CAL. BUS. & PROF. CODE § 17200, *et seq.* (“UCL”)**

6 117. Plaintiffs incorporate the above allegations by reference.

7 118. The UCL proscribes “any unlawful, unfair or fraudulent business act or
8 practice and unfair, deceptive, untrue or misleading advertising.” CAL. BUS. & PROF.
9 CODE § 17200.

10 **Unlawful**

11 119. LG’s conduct is unlawful, in violation of the UCL, because it violates the
12 Song-Beverly Act, the MMWA, and the CLRA.

13 **Unfair**

14 120. LG’s conduct is unfair in violation of the UCL because it violates
15 California’s public policy, legislatively declared in the Song-Beverly Act, requiring a
16 manufacturer to ensure that goods it places on the market are fit for their ordinary and
17 intended purposes. LG violated Song-Beverly because the LG Refrigerators that it
18 produced, marketed, and sold are unfit for their most basic function: refrigeration.

19 121. LG acted in an unethical, unscrupulous, oppressive, and substantially
20 injurious manner. LG engaged in unfair business practices in at least the following
21 respects:

22 a. LG failed to exercise adequate quality control and due diligence over
23 the LG Refrigerators before placing them on the market;

24 b. LG promoted and sold refrigerators it knew were defective because
25 they contain a compressor that fails prematurely;

26 c. LG failed to disclose that the LG Refrigerators are defective, and
27 represented through advertising, on its website, on product labeling, in product
28

1 brochures, and through its authorized retailers that the LG Refrigerators possess
2 qualities LG knew the products did not possess;

3 d. LG directed repairs and furnished replacement products it knew
4 would not permanently fix the defect that caused consumers to experience repeated
5 instances of failure, rendering its Limited Warranty useless; and

6 e. LG minimized the scope and severity of the problems with the LG
7 Refrigerators, refusing to acknowledge that the compressor is defective, failing to
8 provide consumers with adequate relief, and suggesting to consumers that they should
9 try to resolve the problem by replacing the compressor when LG knew such a
10 replacement would not be effective.

11 122. The gravity of the harm resulting from LG's unfair conduct outweighs any
12 potential utility. The practice of selling defective refrigerators without providing an
13 adequate remedy to cure the defect—and continuing to sell those refrigerators without
14 full and fair disclosure of the defect—harms the public at large and is part of a common
15 and uniform course of wrongful conduct.

16 123. The harm from LG's conduct was not reasonably avoidable by consumers.
17 The LG Refrigerators suffer from a latent defect, and LG failed to disclose it even after
18 receiving a large volume of consumer complaints and reports of compressor failure
19 from its authorized repair personnel. Plaintiffs did not know of, and had no reasonable
20 means of discovering, that the LG Refrigerators are defective.

21 124. There were reasonably available alternatives that would have furthered
22 LG's legitimate business interests of satisfying and retaining customers while
23 maintaining profitability, such as: (a) acknowledging the defect and providing a
24 permanent, effective fix for the defective refrigerators; (b) adequately disclosing the
25 defect to prospective purchasers; and (c) offering refunds or suitable non-defective
26 replacement refrigerators to consumers with failed refrigerators.

Fraud by Omission

1
2 125. LG’s conduct is fraudulent in violation of the UCL because it is likely to
3 deceive a reasonable consumer. Among other fraudulent conduct, LG:

- 4 • knowingly concealed from Plaintiffs and class members that the LG
5 Refrigerators contain a latent defect that gives them a propensity to fail;
6 • volunteered information to Plaintiffs and class members through its website,
7 press releases, and other means that the LG Refrigerators—and their linear
8 compressors—were functional, premium products without disclosing facts that would
9 have materially qualified those misleading partial representations; and
10 • promoted the LG Refrigerators as being high quality and containing
11 premium features, including a purportedly reliable linear compressor, despite knowing
12 the LG Refrigerators are defective, and failed to correct its misleading partial
13 representations.

14 126. LG knew that the LG Refrigerators were defective and prone to premature
15 failure. LG acquired such knowledge from multiple sources, including, without
16 limitation, its own design, development, and pre-release testing of the linear
17 compressor, consumer complaints that it received, interactions with its authorized repair
18 personnel, media reports, and the *Clark* class action.

19 127. LG owed a duty to disclose that the LG Refrigerators are defective because
20 it had superior knowledge of the compressor defect.

21 128. LG also owed a duty to disclose that the LG Refrigerators are defective
22 because it made partial, materially misleading statements in reference to the LG
23 Refrigerators’ high-quality and reliable features, including the linear compressor,
24 without disclosing that the linear compressor is defective.

25 129. LG had ample means and opportunities to disclose to Plaintiffs and class
26 members prior to purchase that the LG Refrigerators are defective, including through
27 advertisements, on its website, on external labeling, and through its authorized retail
28 channels. Despite its exclusive knowledge of and these opportunities to disclose the LG

1 Refrigerators’ defective nature, LG failed to disclose the compressor defect to Plaintiffs
2 prior to purchase or before their respective buyers’ remorse periods expired.

3 130. LG’s misrepresentations and fraudulent omissions were material. Had
4 Plaintiffs known that the LG Refrigerators are defective, they would not have purchased
5 them, would not have purchased them at the prices they did, or would have returned
6 them during the remorse periods.

7 131. Plaintiffs suffered injury in fact, including lost money or property, as a
8 result of LG’s unlawful, unfair, and fraudulent acts and omissions. Absent LG’s
9 unlawful, unfair, and fraudulent conduct, Plaintiffs would not have purchased an LG
10 Refrigerator, would not have purchased an LG Refrigerator at the price they did, or
11 would have returned their LG Refrigerator for a refund during their respective buyers’
12 remorse periods.

13 132. Through its unlawful, unfair, and fraudulent conduct, LG acquired
14 Plaintiffs’ money directly and from LG’s authorized resellers (e.g., Best Buy, Home
15 Depot, Lowe’s, P.C. Richard & Son, AJMadison, and Pacific Sales Kitchen & Home).

16 133. Plaintiffs accordingly seek appropriate relief under the UCL, including (a)
17 restitution in full and (b) such orders or judgments as may be necessary to enjoin LG
18 from continuing its unfair, unlawful, and fraudulent practices. Plaintiffs also seek
19 reasonable attorneys’ fees and costs under applicable law, including California Code of
20 Civil Procedure section 1021.5.

21 **FIFTH CLAIM FOR RELIEF**

22 **Fraud by Concealment**

23 134. Plaintiffs incorporate the above allegations by reference

24 135. LG intentionally suppressed and concealed material facts about the
25 performance and quality of the LG Refrigerators. As alleged herein, LG knew about the
26 defective nature of the compressors and related parts in the LG refrigerators. Further,
27 LG was aware of numerous consumer complaints concerning defect-related problems,
28 but never disclosed the compressor defect to Plaintiffs and class members.

1 136. Because the defect in the LG Refrigerators is latent and unobservable until
2 it arises, Plaintiffs and class members had no reasonable means of knowing that LG’s
3 representations concerning the LG Refrigerators, and their compressors, were
4 incomplete, false, or misleading, or that it had failed to disclose that the LG
5 Refrigerators are defective. Plaintiffs and class members did not and reasonably could
6 not have discovered LG’s deceit before they purchased their LG Refrigerators or before
7 the end of their buyer’s remorse periods.

8 137. Had Plaintiffs and class members known that the LG Refrigerators are
9 defective, they would not have purchased an LG Refrigerator, would not have
10 purchased an LG Refrigerator at the price they did, or would have returned their LG
11 Refrigerator for a refund during their respective buyers’ remorse periods.

12 138. LG had a duty to disclose the compressor defect because the defect is
13 material and LG possessed exclusive knowledge of it. LG acquired its knowledge of the
14 compressor defect from multiple sources, including, without limitation, its own design,
15 development, and pre-release testing of the linear compressor, consumer complaints
16 that it received, interactions with its authorized repair personnel, media reports, and the
17 *Clark* class action.

18 139. LG also had a duty to disclose the compressor defect because, through
19 advertising, product brochures, external labeling, statements made through its
20 authorized retail channels, statements made on its website, and in other sources that
21 Plaintiffs and class members encountered before purchasing their LG Refrigerators, LG
22 made partial representations regarding the supposed high quality of the LG Refrigerator
23 and its linear compressor—including representations about its reliability—but failed to
24 disclose facts that would have materially qualified these partial representations. Having
25 volunteered information relating to the compressor to Plaintiffs and class members, LG
26 had a duty to disclose the whole truth about the compressor and, in particular, its
27 defective nature.

28

1 140. Each Plaintiff was exposed to LG’s specific representations about the LG
2 Refrigerator before and immediately after purchase, and within the time period in which
3 they could have returned their LG Refrigerator without penalty. Each Plaintiff saw LG’s
4 representations about the LG Refrigerator online or in product advertisements, and
5 received further information from LG about the LG Refrigerator in product manuals
6 and brochures that accompanied the refrigerator. None of the informational sources
7 Plaintiffs saw—advertisements, websites, product manuals, brochures, or promotional
8 materials—indicated that the LG Refrigerator is defective.

9 141. LG concealed the compressor defect to sell more LG Refrigerators at a
10 premium price, prevent damage to its brand, and avoid the costs of an effective fix and
11 of repairs, replacements, and refunds for its customers.

12 142. The facts about the LG Refrigerator that LG suppressed and omitted were
13 material, and Plaintiffs and class members were unaware of them until they experienced
14 the defect. Had LG disclosed the defect, including through advertising, press releases,
15 promotional materials, or retailer statements, Plaintiffs and class members would not
16 have purchased an LG Refrigerator, would have paid substantially less for it, or would
17 have returned it for a refund.

18 143. When deciding to purchase an LG Refrigerator, Plaintiffs and class
19 members reasonably relied to their detriment upon LG’s material misrepresentations
20 and omissions regarding the quality of the LG Refrigerator and the absence of a product
21 defect.

22 144. Plaintiffs and class members sustained damages as a direct and proximate
23 result of LG’s deceit and fraudulent concealment. Among other damage, Plaintiffs and
24 class members did not receive the value associated with the price they paid for the LG
25 Refrigerator.

26 145. LG’s fraudulent concealment was malicious, oppressive, deliberate,
27 intended to defraud Plaintiffs and class members and enrich LG, and in reckless
28 disregard of Plaintiffs’ and class members’ rights, interests, and well-being. LG’s

1 conduct warrants an assessment of punitive damages in an amount sufficient to deter
2 such conduct, to be determined according to proof.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on behalf of themselves and members of the class,
5 respectfully request that this Court:

- 6 A. Certify the class defined above and appoint Plaintiffs as class
- 7 representatives and their counsel as class counsel;
- 8 B. Determine that LG is liable for the violations set forth above;
- 9 C. Award damages to Plaintiffs and class members, in addition to pre-
- 10 judgment and post-judgment interest, as provided by law;
- 11 D. Grant appropriate equitable relief, including, without limitation, an
- 12 order requiring LG to adequately disclose the LG Refrigerators’ defective nature;
- 13 E. Award reasonable attorneys’ fees and costs; and
- 14 F. Grant such further and other relief that the Court deems appropriate.

15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs request a trial by
17 jury of all issues triable as of right.

18
19 Dated: April 1, 2019

Respectfully submitted,

20 By: /s/ Adam E. Polk

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 22 Jordan Elias (State Bar No. 228731)
 23 Adam E. Polk (State Bar No. 273000)
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sgrille@girardsharp.com
Counsel for Plaintiffs

EXHIBIT A

Exhibit A - Model Numbers

795LSXS26326S	LFC25776ST	LFX31945ST/02	LMXC23746
GM63BGS	LFC25776ST	LFX33975ST	LMXC23746D
GM63SDS	LFC28768ST	LFX33975ST/03	LMXC23746D/00
GS65MPP1	LFCS25426D	LFX8297668/01	LMXC23746S
GS65SPP1	LFCS31626S/00	LFXC24726	LMXC23746S/00
GS74SDS	LFS24623S	LFXC24726/02	LMXC23746X
Kenmore Elite 51822	LFS24623S	LFXC24726D	LMXS0776D
Kenmore Elite 51823	LFSX29766S/01	LFXC24726S	LMXS27626D/01
Kenmore Elite 51829	LFX21976ST	LFXC24726S/02	LMXS27626S
Kenmore Elite 72482	LFX25960	LFXS24623	LMXS30746S
Kenmore Elite 72483	LFX25973ST	LFXS24623B/00	LMXS30746S/00
Kenmore Elite 72489	LFX25973ST/03	LFXS24623S	LMXS30776
Kenmore Elite 73153	LFX25974ST	LFXS24623S	LMXS30776D
Kenmore Elite 73157	LFX25974ST /06	LFXS24623S/00	LMXS30776D/01
Kenmore Elite 73163	LFX25976ST	LFXS24663S	LMXS30776S
Kenmore Elite 73165	LFX25976ST	LFXS27466S/00	LMXS30776S
Kenmore Elite 73167	LFX25978ST	LFXS29626	LMXS30776S/00
Kenmore Elite 74012	LFX25978ST/00	LFXS29626B	LMXS30776S/01
Kenmore Elite 74013	LFX25991ST/02	LFXS29626B	LMXS30776S/02
Kenmore Elite 74015	LFX28968	LFXS29626S	LMXS30776S/02
Kenmore Elite 74019	LFX28968ST	LFXS29626S/01	LPXS30866D
Kenmore Elite 74022	LFX28968ST/06	LFXS29766	LSFXC2476S
Kenmore Elite 74023	LFX28978ST	LFXS29766	LSXS22423S
Kenmore Elite 74025	LFX29927ST/03	LFXS29766/01	LSXS26323S
Kenmore Elite 74027	LFX29945ST	LFXS297665	LSXS263268
Kenmore Elite 74029	LFX29945ST/02	LFXS29766S	LSXS26326B
Kenmore Elite 74032	LFX31925SB INIB0284	LFXS29766S/00	LSXS26326S
Kenmore Elite 74033	LFX31925SB/00	LFXS29766S/01	LSXS26326S
Kenmore Elite 74039	LFX31925SS	LFXS30726	LSXS26366
Kenmore Elite 75042	LFX31925ST	LFXS30726	LSXS26366D
Kenmore Elite 75043	LFX31925ST	LFXS30726S	LSXS26366S/00
Kenmore Elite 75049	LFX31925ST	LFXS30726S/02	LSXS26366S/02
Kenmore Pro 79983	LFX31925ST/00	LFXS30766S	LSXS26366S/02
Kenmore Pro 79993	LFX31925ST/00	LFXS30766S/02	LSXS263860/01
LFC20770ST	LFX31925ST/04	LFXS30766S/02	LSXS26386D
LFC22770ST	LFX31925ST/100	LFXS32766S	LSXS26386D/01
LFC22770ST	LFX31925ST03	LGXS30766D /01	LSXS26386S
LFC24770ST	LFX31945ST	LMX25964ST	LXSS26326S
LFC25776 ST/05	LFX31945ST		

EXHIBIT B

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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

GARY SOSENKO and DIANE TERRY,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

LG ELECTRONICS U.S.A., INC.,

Defendant.

Case No.

**CLRA VENUE DECLARATION OF
PLAINTIFF GARY SOSENKO
PURSUANT TO CALIFORNIA CIVIL
CODE SECTION 1780(d)**

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I, Gary Sosenko, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.
2. I am a Plaintiff in the above-captioned action.
3. I submit this declaration in support of the Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*
4. The Class Action Complaint has been filed in the proper place for trial of this action.
5. I purchased a Kenmore-branded LG refrigerator from a Sears store in Orange, California.
6. At all times, I used my Kenmore-branded LG refrigerator in Orange, California.
7. My Kenmore-branded LG refrigerator failed in Orange, California.
8. The attempts that Sears technicians made to repair my Kenmore-branded LG refrigerator all occurred in Orange, California.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on March 28, 2019 in Orange, California.

DocuSigned by:

 By: _____
 GARY SOSENKO