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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MEAGAN CHAMBERLAIN, EDWARD PISTORIO, LAURA LANE, ROSALENE MULLINS, VINNY PIAZZA, AURELIE BROWN, JESSICA SWADER, and JANE TEMPLIN on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

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

Defendants.

Case No. 2:17-cv-2046-MWF-PLA

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

SUMMARY OF THE ACTION

1. This is an action on behalf of consumers who purchased LG G4, LG V10, Nexus 5X, LG G5, and LG V20 cell phones (the "LG Phones"). A defect in the LG Phones gives them a propensity to crash and then reboot interminably, which renders the phones inoperable and unfit for any use. This defect is commonly referred to as a "bootloop defect."

2. Soon after releasing the LG G4, Defendants LG Electronics U.S.A., Inc. and LG Electronics MobileComm U.S.A. (together, "LG") began receiving warranty claims and complaints from consumers who reported their phones had died. LG continued to release new phones, including the LG V10, Nexus 5X, LG G5, and LG V20 models, with similar hardware. Plaintiffs and many other consumers who bought these products experienced failures from the bootloop defect. LG acknowledged this defect in January 2016, explaining that a "loose contact between components" causes the LG G4 to malfunction. In spite of this public admission LG did not conduct a recall or offer an adequate remedy to consumers who bought LG Phones. LG instead replaced LG Phones that failed within the one-year warranty period with phones that had the same defect. And LG refused to provide any remedy to consumers whose phones failed outside the warranty period because of the bootloop defect. LG continues to market and sell the LG Phones.

3. Plaintiffs and consumers like them sustained economic loss attributable to LG's violations and seek relief through this action.

PARTIES

4. Plaintiff Meagan Chamberlain is a citizen of the State of California.

5. Plaintiff Edward Pistorio is a citizen of the State of Florida.

6. Plaintiff Laura Lane is a citizen of the State of New York.

7. Plaintiff Rosalene Mullins is a citizen of the State of Washington.

8. Plaintiff Vinny Piazza is a citizen of the State of Florida.

9. Plaintiff Aurelie Brown is a citizen of the State of Illinois.

10. Plaintiff Jessica Swader is a citizen of the State of Tennessee.

11. Plaintiff Jane Templin is a citizen of the State of Texas.

12. Defendant LG Electronics U.S.A., Inc. is incorporated under Delaware law and maintains its principal place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

13. Defendant LG Electronics MobileComm U.S.A., Inc. is incorporated under California law and maintains its principal place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

JURISDICTION AND VENUE

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

15. The Court has personal jurisdiction over LG because it has sufficient minimum contacts in California to render the exercise of jurisdiction by this Court proper. LG intentionally avails itself of markets within California through the promotion, sale, marketing, and distribution of its products in this State.

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

PLAINTIFF-SPECIFIC ALLEGATIONS

Plaintiff Meagan Chamberlain

17. Chamberlain and her parents jointly purchased an LG V10 cell phone from T-Mobile US, Inc. ("T-Mobile") in November 2015. She and her parents made their purchase through T-Mobile's "Jump" program, under which they agreed to pay approximately $30 each month, for a term of 24 months, to cover the cost of the phone.

18. In October 2016, her LG V10 unexpectedly shut itself down. When she tried to restart the phone, it rebooted continuously to the "LG Life's Good" screen, failing to turn on.

19. On October 26, 2016, she contacted LG about her failed V10. LG told her to send the phone to LG's repair center. She shipped her V10 to LG's repair center.

20. LG returned her phone with a note stating that LG had repaired the device. She charged and then tried to start up the phone. But it wouldn't start. Instead, it manifested the same bootloop defect as her prior LG V10.

21. She next contacted her cellular service provider, T-Mobile. After she explained the problems with her LG V10 phone, T-Mobile offered her a replacement LG V10. She drove to a T-Mobile store to pick up this replacement device on November 15, 2016.

22. She used the replacement LG V10 for about one month. Concerned about the phone's durability, she began saving money to upgrade to a different type of cell phone.

23. She does not have a land line and depends on her cell phone to communicate. She requires a functioning cell phone to perform her work, which requires her to be on call.

24. By December 29, 2016, she had saved enough money to upgrade to an iPhone. She made a $249 down payment for an iPhone and began making monthly payments for the iPhone instead of the V10.

25. Although she was reluctant to switch to the iPhone because it uses a different operating system than the LG V10, she felt she had no choice because of her experiences with V10 product failures.

26. She didn't know about the bootloop defect in the LG V10 when she bought it. Had LG disclosed this product defect to her, she would not have bought this phone or would have paid less for it.

Plaintiff Edward Pistorio

27. Pistorio bought two LG G4 phones in September 2015 from AT&T Inc. He bought one G4 for himself and one G4 for his wife. He made these purchases through AT&T's Next program, under which he pays approximately $25 each month for each phone, for a term of 24 months, to cover the cost of the phones.

28. His phone failed because of the bootloop defect in November 2015. He drove to an AT&T repair center, where a technician examined his phone and concluded that it could not be repaired. Pistorio lost all of the photos and most of the data stored on his phone. AT&T sent him another LG G4 as a replacement.

29. In February 2016, his second LG G4 failed because of the bootloop defect. AT&T then provided him with another replacement LG G4.

30. His third LG G4 often freezes. The only way to unfreeze the phone during these incidents is to remove the phone's battery. His third LG G4 is manifesting signs of the bootloop defect and is unmerchantable.

31. He uses his third LG G4 less often, and for fewer demanding tasks, than he otherwise would if not for the phone's subpar performance and warning signs of failure.

32. In the second week of March 2017, his wife's LG G4 failed as a result of the bootloop defect. LG refused to provide any remedy, stating that the warranty on her phone expired in September 2016.

33. He made a claim on his wife's phone through an insurance plan he bought from AT&T. Under the AT&T insurance plan, he paid a $120 non-refundable deductible to obtain a Samsung Galaxy S7 phone as a replacement for his wife. He must now make $25 monthly payments for the Galaxy S7 through February 2018.

34. He didn't know about the bootloop defect in the LG G4 when he bought LG G4s. Had LG disclosed this product defect to him, he would not have bought these phones or would have paid less for them.

Plaintiff Laura Lane

35. Lane bought an LG G4 phone on July 16, 2015. She made her purchase through AT&T's Next program, through which she pays $27.92 each month, for a term of 24 months, to cover the phone's cost.

36. Her phone failed because of the bootloop defect in December 2015. AT&T replaced the phone with a refurbished LG G4.

37. Her second phone also failed because of the bootloop defect, in June 2016. AT&T again replaced it with a refurbished LG G4.

38. Her third LG G4 often freezes and becomes nonresponsive. The phone is manifesting signs of the bootloop defect and is unmerchantable.

39. She continues to pay $27.92 each month to cover the cost of the LG G4 she originally bought.

40. She didn't know about the bootloop defect in the LG G4 phone when she bought it. Had LG disclosed this product defect to her, she would not have bought this phone or would have paid less for it.

Plaintiff Rosalene Mullins

41. Mullins bought an LG G4 on July 4, 2015. Her LG G4 failed because of the bootloop defect on May 10, 2016.

42. Her wireless carrier, Verizon, sent her a refurbished LG G4. On or around July 3, 2016, her refurbished LG G4 also failed because of the bootloop defect.

43. After her second phone failed, she spent a significant amount of time on the phone with LG's customer service department, seeking either a refund or a working phone. LG declined her requests.

44. Verizon sent her a third LG G4. The phone often freezes or becomes too slow to use, particularly when she is trying to visit a website or to type using the keypad on the phone's screen. Additionally, when calls last more than 10 minutes, the phone gets too hot to hold against her ear. As a result, she has had to terminate important

phone calls that she could not complete by speakerphone. Her third LG G4 is manifesting signs of the bootloop defect and is unmerchantable.

45. She didn't know about the bootloop defect in the LG G4 phone when she bought it. Had LG disclosed this product defect to her, she would not have bought this phone or would have paid less for it.

Plaintiff Vinny Piazza

46. Piazza bought a Nexus 5X on Amazon.com on July 31, 2016. His Nexus 5X failed because of the bootloop defect in November 2016.

47. He sent his failed Nexus 5X to LG. LG returned the device in December 2016 with a note stating that the device had been repaired.

48. Soon after he received his Nexus 5X, it again failed because of the bootloop defect. He sent the Nexus 5X to LG for repair in February 2017. An LG representative told him that he was out of warranty and would be charged for repairs. He explained to the LG representative that he believed that he was still covered by the warranty given that he bought his original Nexus 5X phone on July 31, 2016. The LG representative replied that he needed to either send proof of purchase or pay for repairs. He sent LG his proof of purchase.

49. On March 23, 2017, LG returned his Nexus 5X unrepaired. He tried to start the phone. The bootloop defect manifested immediately: the phone wouldn't work.

50. Because his Nexus 5X failed and LG refused to repair his failed replacement Nexus 5X, he paid $427.99 for a Moto Z Play cell phone on March 3, 2017.

51. He didn't know about the bootloop defect in the Nexus 5X phone when he bought it. Had LG disclosed this product defect to him, he would not have bought this phone or would have paid less for it.

Plaintiff Aurelie Brown

52. Brown bought a Nexus 5X on October 5, 2015. Her Nexus 5X failed because of the bootloop defect on February 13, 2017. She lost all contacts and photos saved on her phone.

53. That same day she spoke with an LG representative who advised her to send the phone—at her own expense—to LG for a diagnostic review. After review of the phone, an LG representative said that she was out of warranty but offered to repair the phone for $72. The LG representative said that the repaired phone would arrive in 3-5 business days. She paid LG $72 to repair it.

54. She did not receive a repaired phone from LG until one month after she sent in her failed phone. While waiting for the repaired phone, she spent significant amounts of time making calls to LG trying to find out when she would get her phone back. During this time, she used her husband's phone while her husband used an older phone that he still had. Her husband spent significant amounts of time driving to an AT&T store, waiting in line, and working with an information technology specialist so that he could use the older phone in conjunction with his work.

55. During the month in which LG had her phone, she and her husband were forced to pay for wireless internet access while traveling.

56. She doesn't have a land line. She takes care of a 2-year-old child and needs a cell phone.

57. She didn't know about the bootloop defect in the Nexus 5X phone when she bought it. Had LG disclosed this product defect to her, she would not have bought this phone or would have paid less for it.

Plaintiff Jessica Swader

58. Swader bought a V10 on November 7, 2015. Her V10 failed because of the bootloop defect on January 15, 2016. She lost messages and photos saved on her phone.

59. She contacted LG about her failed V10. LG offered to send a replacement V10. She had read about the bootloop defect in the V10, and therefore asked LG for a different replacement device. LG refused.

60. She received a replacement V10 on January 16, 2015. She continues to pay $28 each month to cover the cost of her V10.

61. Soon after receiving the replacement V10, she bought an LG V20 because she didn't want to risk another V10 failure. She doesn't have a land line, and needs a cell phone for work and child care.

62. She agreed to another 2-year contract to pay for the V20, at the rate of $28 per month. She also bought an extended warranty for another $3 per month.

63. On March 19, 2017, her V20 shut itself down without prompting. When she tried to restart the phone, the screen displayed static similar to "snow" on an old television set. The phone wouldn't boot up. Eventually the screen went blank. She lost videos and photos, as well as text messages. She received a replacement V20 under her extended warranty on March 20, 2017.

64. She didn't know about the bootloop defect in the LG V10 and V20 phones when she bought them. Had LG disclosed this product defect to her, she would not have bought these phones or would have paid less for them.

Plaintiff Jane Templin

65. Templin bought an LG G5 cell phone on July 25, 2016. Within 30 days after her purchase, her G5 shut itself down without prompting. She couldn't restart the phone.

66. She drove to an AT&T store with her failed G5. AT&T offered to replace the phone because it failed within 30 days after purchase. She received a refurbished G5.

67. This replacement phone worked fine until January 2017, when it shut itself down. When she tried to restart the phone, it rebooted continuously to the start-up screen. She couldn't get the phone to turn on.

68. She again drove to the AT&T store, where the employees couldn't repair the phone and told her to go to an AT&T repair center. She then drove to the repair center, where she was given a second replacement G5.

69. In March 2017, this second replacement shut itself down and she could not get it to work. She again drove to the AT&T store.

70. On March 25, 2017, she received a third replacement LG G5 from AT&T.

71. She works from home as an independent contractor and requires a working cell phone to perform her job. She sometimes needs to be on conference calls that last 5-6 hours. Because her G5 phones failed without warning, she missed important work-related calls.

72. She didn't know about the bootloop defect in the LG G5 phone when she bought it. Had LG disclosed this product defect to her, she would not have bought this phone or would have paid less for it.

COMMON ALLEGATIONS OF FACT

The Bootloop Defect Manifests in the LG G4

73. Since April 2015, LG has manufactured, marketed, distributed, and warranted LG G4 mobile phone devices throughout the United States.

74. The LG G4 is a premium smartphone. When it was released, the LG G4 was priced at $619 or $599, depending on whether the device was clad in leather or ceramic.

75. LG sold LG G4s to consumers directly as well as through authorized retailers. Many of those retailers subsidized the device's purchase price based on consumers' agreement to enter into cellular service agreements with a term of two years.

76. A cell phone's "processor" manages and controls the functioning of the device. The processor connects to other device components, including the antenna, screen, and microphone, through the main circuit board.

77. At the time of manufacture, the LG G4's processor was inadequately soldered to the circuit board. As a result, the solder bumps connecting the processor to the circuit board are unable to withstand the heat—and the cycles of thermal expansion and contraction—created by the processor's routine operation. The bumps consequently crack and fail.

78. As the solder bumps connecting the LG G4's processor to the circuit board begin to crack and fail, the device manifests symptoms of impending failure by freezing and becoming temporarily non-functional, suffering performance slowdowns, overheating, and/or rebooting at random. Eventually, after these warning signs, the LG G4 fails entirely, through an endless reboot cycle.

LG Releases More Cell Phones with the Same Defect

79. Since October 2015, LG has manufactured, marketed, distributed, and warranted LG V10 and Nexus 5X mobile phone devices throughout the United States.

80. Since April 2016, LG has manufactured, marketed, distributed, and warranted LG G5 mobile phone devices throughout the United States.

81. Since October 2016, LG has manufactured, marketed, distributed, and warranted LG V20 mobile phone devices throughout the United States.

82. The LG Phones run on substantially similar hardware. The LG G4, Nexus 5X, and LG V10 use the same processor, circuit board, and graphics processor. The LG V20 and LG G5 use an updated version of the processor, circuit board, and graphics processor used in the LG G4, Nexus 5X and V10.

83. The LG V10, Nexus 5X, LG G5, and LG V20 are premium smartphones. The LG V10 was priced at $699 when released. The Nexus 5X was priced at around $400 when released. The LG G5 was priced at $650 when released. The LG V20 was priced at between $650 and $850 when released.

84. LG has sold the Nexus 5X, LG V10, LG G5, and LG V20 to consumers directly as well as through authorized retailers. Many of those retailers subsidized the

device's purchase price based on consumers' agreement to enter into cellular service agreements with a term of two years.

85. The LG V10, Nexus 5X, LG G5, and LG V20 suffer from the same latent defect as the LG G4. These phones all have a propensity to lock up during the bootup process, which typically renders the phones inoperable.

86. To the extent they have not been backed up, all photographs, videos, contacts, and other data on the phone are permanently lost when LG Phones fail due to the bootloop defect.

87. There is nothing any consumer or technician can do to fix LG Phones that have failed because of the bootloop defect.

Undisclosed by LG, the Bootloop Defect Freezes Thousands of Phones

88. LG, like other phone manufacturers, conducts pre-release testing of its devices. As a result of LG's pre-release testing of and consumer trial program for the LG G4, LG was (or reasonably should have been) aware before bringing the LG G4 to market of its embedded defect and propensity to fail.

89. Particularly given the similarities in the LG Phones' hardware, LG was (or reasonably should have been) aware before bringing each LG Phone to market of its embedded defect and propensity to fail.

90. LG did not disclose the bootloop defect in the LG Phones to consumers.

91. Thousands of online posts have reported bootloop defects in the LG G4. For example, one website displays a conversation thread with 1,671 posts relating to the LG G4 bootloop defect.[1] Another website displays a conversation thread with 947 posts relating to the LG G4 bootloop defect.[2] Additionally, over 13,000 consumers have signed online petitions asking LG to responsibly address the bootloop defect in the LG G4.[3]

[1] http://forum.xda-developers.com/g4/help/lg-g4-stuck-bootloop-t3268734/page150 (last visited Mar. 28, 2017).

[2] http://forums.androidcentral.com/lg-g4/636120-kinda-official-lg-g4-bootloop-thread-32.html (last visited Mar. 28, 2017).

[3] https://www.change.org/p/lg-mobile-launch-a-replacement-program-for-defective-lg-g4s (last visited Mar. 28, 2017); https://www.change.org/p/lg-electronics-lg-g4-bootloop-stop-replacement-or-full-refund (last visited Mar. 28, 2017).

92. Consumers have lodged similar complaints about the LG V10, Nexus 5X, LG G5, and LG V20 on forums, social networks, and product review websites.[4] One consumer posted an open letter to LG about the LG V10's bootloop defect.[5] Other consumers have initiated petitions demanding that LG adequately address the V10's bootlooping problem.[6]

LG's Awareness of and Inadequate Response to the Bootloop Defect

93. On October 1, 2015, Sprint retailers received a memorandum from Sprint regarding the LG G4. The memorandum stated that "a hardware issue has been identified in the LG G4." According to the memorandum, the LG G4 "will not power on . . . Freezes/Fails to boot up. . . . There is no work around for this issue."

94. The Sprint memorandum further stated that "LG is aware of the issue," and that "[a]ll locations must cease to sell the LG G4 for the time being."

95. Less than a month after Sprint distributed this memorandum, LG released LG V10 and Nexus 5X cell phones containing the same or substantially similar defective hardware as the LG G4. A year later, LG released two more cell phones with the same propensity to fail while booting up—the LG G5 and the LG V20.

96. On January 25, 2016, LG issued the following statement:

> LG Electronics has been made aware of a booting issue with the LG G4 smartphone that has now been identified as resulting from a loose contact between components. Customers who are experiencing booting issues with their LG G4s should contact their local carrier from where the G4 was purchased or a nearby LG Service Center (www.lg.com/common) for repair under full warranty.

[4] https://www.reddit.com/r/lgv10/comments/4yao1s/v10_bootloop_please_report_in_this_sticky_thread/ (last visited Mar. 28, 2017); https://forum.xda-developers.com/lg-v10/help/lg-v10-bootloop-how-to-fix-t3315773/page3 (last visited Mar. 28, 2017); https://www.reddit.com/r/nexus5x/comments/5l66de/bootloop_megathread_20/ (last visited Mar. 28, 2017); https://forum.xda-developers.com/lg-g5/help/lg-g5-boot-looping-issues-t3378039 (last visited Mar. 28, 2017); https://www.youtube.com/watch?v=bswvHW9eBPg&feature=youtu.be (last visited Mar. 28, 2017);

[5] http://www.androidauthority.com/community/threads/an-open-letter-to-lg-in-regards-to-the-v10-boot-loop-issue.33454/ (last visited Mar. 9, 2017).

[6] https://www.change.org/p/lg-electronics-lg-v10-boot-loop-of-death?source_location=minibar (last visited Mar. 28, 2017); https://www.ipetitions.com/petition/lg-v10-boot-loop-of-death (last visited Mar. 28, 2017).

> Customers who purchased their G4 devices from non-carrier retailers should contact an LG Service Center with the understanding that warranty conditions will differ. LG Electronics is committed to providing the highest standards of product quality and customer service and apologizes for the inconvenience caused to some of our customers who initially received incorrect diagnoses.[7]

97. After this announcement, LG continued to manufacture LG Phones with the bootloop defect, selling them at full price.

98. LG has required some consumers whose LG Phones failed from the bootloop defect during the warranty period to incur expenses, including to diagnose the problem and to return the device to LG's repair depot.

99. The refurbished LG Phones that LG returned to some consumers were just as likely to fail because of the bootloop defect as the original LG Phones the consumers purchased.

100. The high volume of LG Phones returned because of the bootloop defect has led to delays on the part of LG in repairing and replacing devices.

101. Because consumers depend on their cell phones for a range of communication services, LG's repair delays have caused many consumers to buy new phones.

102. Many consumers whose LG Phones failed from the bootloop defect outside of the warranty period have also been forced to buy new phones.

103. To the extent LG Phones failed before consumers' 2-year contracts for cellular services expired, many consumers were unable to avail themselves of carrier subsidies and paid full price for new phones.

Further Details Regarding Consumers and Cell Phones

104. Cell phones have increasingly become a necessity of life.

105. Approximately 9 out of every 10 Americans own a cell phone. According to a recent study by the Centers for Disease Control and Prevention, 41 percent of

[7] http://www.androidauthority.com/lg-admits-g4-bootloop-problem-hardware-fault-669603/ (last visited March 28, 2017).

American households use cell phones exclusively. These households encompass 93 million adults and nearly 35 million children.

106. The average American consumer replaces his or her cell phone every 28 months.

107. Most cellular plans require a 2-year service contract. Consumers who buy a phone with such a contract often receive subsidies from their cellular service provider that reduce the high cost of cell phones. Consumers who buy a phone outside of contract, however, generally must pay full price for the phone. Thus, the failure of a cell phone after the manufacturer's 1-year warranty period has expired, but before the carrier's 2-year cellular contract has expired, may necessitate a consumer's unsubsidized payment for a replacement phone.

CLASS ACTION ALLEGATIONS

108. Plaintiffs bring this action on behalf of themselves and all others similarly situated pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3).

109. The proposed Class and Subclasses are defined as:

Class

All individuals within the United States who purchased at least one LG G4, LG G5, LG V10, LG V20, or Nexus 5X phone from LG or its authorized retailers.

California Subclass

All individuals within the State of California who purchased at least one LG G4, LG G5, LG V10, LG V20, or Nexus 5X phone from LG or its authorized retailers.

Washington Subclass

All individuals within the State of Washington who purchased at least one LG G4, LG G5, LG V10, LG V20, or Nexus 5X phone from LG or its authorized retailers.

Florida Subclass

All individuals within the State of Florida who purchased at least one LG G4, LG G5, LG V10, LG V20, or Nexus 5X phone from LG or its authorized retailers.

Illinois Subclass

All individuals within the State of Illinois who purchased at least one LG G4, LG G5, LG V10, LG V20, or Nexus 5X phone from LG or its authorized retailers.

110. Excluded from the Class and Subclasses are LG, its parents, subsidiaries, affiliates, officers and directors, any entity in which LG has a controlling interest, all LG Phone owners who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

111. The members of the Class are so numerous that joinder is impractical. The Class consists of at least tens of thousands of members, whose identity is within the knowledge of LG and can be readily ascertained from LG's books and records.

112. There are questions of law and fact common to the Class, and these common questions predominate over any questions affecting only individual Class members. Among the questions common to the Class are:

a. Whether LG manufactured the LG Phones with a defect that gives them a propensity to fail;

b. The origins and implementation of, and the justifications, if any, for LG's policies and technology relating to the bootloop defect and its manifestation in the LG Phones;

c. When LG became aware of the bootloop defect in the LG Phones and how it reacted to that knowledge;

d. Whether LG concealed and failed to notify consumers of the bootloop defect in the LG Phones; and

e. Whether LG overcharged consumers for LG Phones.

113. The claims of Plaintiffs are typical of the claims of the Class in that the representative Plaintiffs, like all Class members, purchased LG Phones that they would not have purchased, or would have paid less for, had they known of the bootloop defect.

114. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have no interests antagonistic to the interests of any other Class member.

115. Plaintiffs are committed to the vigorous pursuit of this action and have retained competent counsel experienced in the prosecution of consumer protection class actions.

116. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Because the amount of each individual Class member's claim is small relative to the complexity of the litigation, and because of LG's financial resources, no Class member is likely to pursue legal redress individually for the violations detailed herein.

117. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation also would create the potential for inconsistent and contradictory rulings. By contrast, a class action presents fewer management difficulties, allows claims to be heard which would otherwise go unheard because of the expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and comprehensive supervision by a single court.

118. LG has acted and refused to act on grounds that apply generally to the Class such that final injunctive relief or declaratory relief is warranted with respect to the Class as a whole.

FIRST CLAIM FOR RELIEF
Breach of Implied Warranty
(On behalf of the Class)

119. Plaintiffs incorporate the above allegations by reference.

120. By operation of law, LG impliedly warranted to Plaintiffs and Class members that the LG Phones they purchased were of merchantable quality and fit for their ordinary and intended use as smartphone devices.

121. Plaintiffs and Class members are the intended third-party beneficiaries of written agreements between LG and its authorized retailers, and of the implied warranties that attach to those contracts.

122. The LG Phones fail of their essential purpose due to a "bootloop" defect.

123. LG breached the implied warranty of merchantability when it distributed and sold the LG Phones. At the point of sale, the LG Phones contained an unseen manufacturing defect whose manifestation renders the product inoperable during its useful life. The bootloop defect in the LG Phones existed when the phones left LG's possession and renders them unfit for their intended and ordinary purpose.

124. Had consumers known of the bootloop defect, they would not have purchased LG Phones or would have paid less for these products.

125. Plaintiffs provided LG an opportunity to cure its breach of warranty. LG refused to recall, adequately repair, replace, or refund the purchase price of failed LG Phones.

126. As a direct and proximate result of LG's breach of the implied warranty of merchantability, Plaintiffs and Class members have sustained damages in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF
Violations of the Magnuson-Moss Warranty Act,
15 U.S.C. § 2301, *et seq.*
(On behalf of the Class)

127. Plaintiffs incorporate the above allegations by reference.

128. The LG Phones are "consumer products" under 15 U.S.C. § 2301(1).

129. Plaintiffs and Class members are "consumers" under 15 U.S.C. § 2301(3).

130. LG is a "supplier" and "warrantor" under 15 U.S.C. § 2301(4) and (5).

131. LG warranted to Plaintiffs and Class members that the LG Phones they purchased were free from defects, of merchantable quality, and fit for the ordinary purposes for which smartphones are used.

132. LG breached and refused to honor these implied promises. The bootloop defect prevented LG Phones from performing in conformance with their ordinary and intended purposes. These devices have a propensity to fail.

133. LG has been given a reasonable opportunity to cure its breach of warranty. LG has had ample notice of the defect described above and experienced by Plaintiffs and Class members, but has not provided an adequate remedy.

134. The amount in controversy for purposes of Plaintiffs' individual claims is more than $25.

135. As a direct and proximate result of LG's violations of the Magnuson-Moss Act, Plaintiffs and Class members have suffered injury and damages in an amount to be determined at trial. Further, under 15 U.S.C. § 2310(d)(2), they are entitled to an appropriate award of their attorneys' fees and costs.

THIRD CLAIM FOR RELIEF

Breach of Implied Warranty in Violation of the Song-Beverly Consumer Warranty Act, Cal. Civ. Code § 1792, *et seq.*
(On behalf of the California Subclass)

136. Plaintiffs incorporate the above allegations by reference.

137. Under the Song-Beverly Consumer Warranty Act, Civ. Code § 1792, *et seq.*, every sale of consumer goods in California is accompanied by a manufacturer's "implied warranty that the goods are merchantable."

138. LG is a "manufacturer" of the LG Phones under Civil Code section 1791(j).

139. The LG Phones are "consumer goods" under Civil Code section 1791(a).

140. LG impliedly warranted to Chamberlain and California Subclass members that the LG Phones were "merchantable" under Civil Code sections 1791.1(a) and 1792.

141. LG breached this implied warranty by selling LG Phones that were not of a merchantable quality and were not fit for the ordinary purposes for which cell phones are used.

142. The LG Phones are not of a merchantable quality because of their propensity to permanently freeze and fail as a consequence of the bootloop defect.

143. Chamberlain and California Subclass members can enforce this statutory implied warranty regardless of whether they are in privity with LG. Civil Code section 1792 provides that "[u]nless disclaimed in the manner prescribed by this chapter, every sale of consumer goods that are sold at retail in this state shall be accompanied by the manufacturer's and the retail seller's implied warranty that the goods are merchantable." Civil Code section 1792 thus does not require privity of contract to enforce the implied warranty established by the statute. Additionally, Chamberlain and California Subclass members can enforce this statutory implied warranty because they are the intended beneficiaries of the implied warranty that runs from LG to retail buyers of its products.

144. As a direct and proximate result of LG's breaches of the Song-Beverly Consumer Warranty Act, Chamberlain and California Subclass members have been damaged in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
Violations of the Unfair Competition Law ("UCL"),
Cal. Bus. & Prof. Code § 17200, *et seq.*
(On behalf of the California Subclass)

145. Plaintiffs incorporate the above allegations by reference.

146. The UCL prohibits "any unlawful, unfair or fraudulent business act or practice[.]"

147. LG's acts, omissions, and practices are unlawful because they breached the implied warranty of merchantability and violated the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act.

148. LG's conduct is unfair in that LG violated the California public policy, legislatively declared in the Song-Beverly Consumer Warranty Act, requiring a

manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

149. LG acted unscrupulously in a manner that is substantially injurious to consumers. Among other violations, LG:

a. Failed to apply reasonable care in testing the LG Phones prior to sale;

b. Marketed and sold the LG Phones with actual or constructive knowledge of their propensity to fail because of the bootloop defect;

c. Marketed and sold cell phones whose failure causes a person to permanently lose all of the photos, videos, contact information, and other data stored on his or her cell phone, to the extent such data have not been backed up;

d. Replaced defective LG Phones with defective LG Phones; and

e. Refused to repair or replace LG Phones that failed because of the bootloop defect.

150. LG's acts and practices are contrary to California law and policy and constitute unreasonable and oppressive business practices that caused substantial injury to Chamberlain and California Subclass members.

151. The gravity of the harm resulting from LG's conduct outweighs any potential utility. There are reasonably available alternatives that would further LG's legitimate business interests, such as replacing LG Phones with cell phones not containing the bootloop defect.

152. Chamberlain and California Subclass members could not have reasonably avoided injury from LG's unfair conduct. Chamberlain and California Subclass members did not know, and had no reasonable means of discovering, that the LG Phones had the bootloop defect or that LG would replace phones that failed from the bootloop defect with phones containing the same defect.

153. All of LG's unlawful and unfair conduct occurred in the course of LG's business and was part of a generalized course of conduct.

154. As a direct and proximate result of LG's conduct, Chamberlain and California Subclass members have suffered injuries, including by overpaying for their LG Phones and being denied usage of essential cellular phone service.

155. Chamberlain and California Subclass members accordingly are entitled to appropriate relief, including restitution, declaratory relief, and a permanent injunction prohibiting LG from engaging in the above practices violative of the UCL. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including Code of Civil Procedure section 1021.5.

FIFTH CLAIM FOR RELIEF
Violations of the Washington Consumer Protection Act,
Wash. Rev. Code Ann. § 19.86.010, *et seq.*
(On behalf of the Washington Subclass)

156. Plaintiffs incorporate the above allegations by reference.

157. LG, Mullins, and Washington Subclass members are "persons" under Wash. Rev. Code § 19.86.010(2).

158. LG is engaged in "trade" or "commerce" under Wash. Rev. Code § 19.86.010(2).

159. Washington law prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or practices." Wash. Rev. Code § 19.86.020.

160. LG's acts, omissions, and practices are "unfair" because, as set forth above, LG acted unscrupulously in a manner that is substantially injurious to consumers.

161. Had Mullins and Washington Subclass members known that the LG Phones have a propensity to fail as a result of the bootloop defect, they would not have purchased the phones or would have paid less for them.

162. Similarly, had Mullins and Washington Subclass members known that LG's policy and practice would be to replace one defective device with another defective

device, they would not have purchased their phones, would have paid less for them, or would have mitigated their loss, including by seeking a refund.

163. Mullins and Washington Subclass members suffered ascertainable loss and actual damage as a direct and proximate result of LG's unfair acts or practices. Among other damage, Mullins and Washington Subclass members suffered diminished value of their LG Phones, and lost or diminished use.

164. Pursuant to Wash. Rev. Code § 19.86.090, Mullins and the Washington Subclass seek an order enjoining LG's unfair acts or practices, providing for appropriate monetary relief, and awarding reasonable attorneys' fees and costs.

165. In accordance with Wash. Rev. Code § 19.86.095, a copy of this First Amended Complaint has been served on the Attorney General of Washington.

SIXTH CLAIM FOR RELIEF
Violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq*.
(On behalf of the Florida Subclass)

166. Plaintiffs incorporate the above allegations by reference.

167. Pistorio is a "consumer" under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.203(7).

168. LG is engaged in "trade or commerce" under Fla. Stat. § 501.203(8).

169. FDUTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce . . . ." Fla. Stat. § 501.204(1).

170. LG's acts, omissions, and practices are "unfair" because, as set forth above, LG acted unscrupulously in a manner that is substantially injurious to consumers.

171. Had Pistorio and Florida Subclass members known that the LG Phones have a propensity to fail as a result of the bootloop defect, they would not have purchased the phones or would have paid less for them.

172. Similarly, had Pistorio and Florida Subclass members known that LG's policy and practice would be to replace one defective device with another defective device, they would not have purchased their phones, would have paid less for them, or would have mitigated their loss, including by seeking a refund.

173. Pistorio and Florida Subclass members suffered ascertainable loss and actual damage as a direct and proximate result of LG's unfair acts or practices. Among other damage, Pistorio and Florida Subclass members suffered diminished value of their LG Phones, and lost or diminished use.

174. Pursuant to Fla. Stat. §§ 501.2105 and 501.211, LG is liable to Pistorio and the Florida Subclass for damages in an amount to be proven at trial, as well as reasonable attorneys' fees, and should be enjoined from further violations.

SEVENTH CLAIM FOR RELIEF
Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. Ann. § 505/1, *et seq*.
(On behalf of the Illinois Subclass)

175. Plaintiffs incorporate the above allegations by reference.

176. Brown and Illinois Subclass members are "consumers" under 815 Ill. Comp. Stat. Ann. § 505/1(e).

177. LG is engaged in "trade" or "commerce" under 815 Ill. Comp. Stat. Ann. § 505/1(f).

178. Illinois law prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices . . . in the conduct of any trade or commerce." 815 Ill. Comp. Stat. Ann. § 505/2.

179. LG's acts, omissions, and practices are "unfair" because, as set forth above, LG acted unscrupulously in a manner that is substantially injurious to consumers.

180. Had Brown and Illinois Subclass members known that the LG Phones have a propensity to fail as a result of the bootloop defect, they would not have purchased the phones or would have paid less for them.

181. Similarly, had Brown and Illinois Subclass members known that LG's policy and practice would be to replace one defective device with another defective device, they would not have purchased their phones, would have paid less for them, or would have mitigated their loss, including by seeking a refund.

182. Brown and Illinois Subclass members suffered ascertainable loss and actual damage as a direct and proximate result of LG's unfair acts or practices. Among other damage, Brown and Illinois Subclass members suffered diminished value of their LG Phones, and lost or diminished use.

183. Pursuant to 815 Ill. Comp. Stat. Ann. § 505/10a, Brown and the Illinois Subclass seek an order enjoining LG's unfair acts or practices, providing for appropriate monetary relief, and awarding reasonable attorneys' fees and costs.

EIGHTH CLAIM FOR RELIEF
Unjust Enrichment
(On behalf of the Class)

184. Plaintiffs incorporate the above allegations by reference.

185. Plaintiffs and Class members conferred a benefit on LG, including by purchasing the LG Phones.

186. The LG Phones that Plaintiffs and Class members purchased were not fit for their ordinary use. LG failed to disclose the bootloop defect in the LG Phones and failed to provide an adequate remedy to those harmed by it. Retention by LG of revenues traceable to the LG Phones is inequitable.

187. LG should be required to disgorge its ill-gotten gains, and Plaintiffs and Class members are entitled to restitution of their losses.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Class and Subclasses defined herein, respectfully request that the Court certify the proposed Class and Subclasses, designate Plaintiffs as Class and Subclass representatives, appoint the undersigned as Class Counsel, and enter judgment through an Order:

A. Providing injunctive and equitable relief in the form of, at minimum, a comprehensive program to repair all LG Phones containing the bootloop defect and to return to Class members all costs attributable to the bootloop defect, including economic losses connected with their purchase of replacement phones;

B. Requiring LG to pay actual damages or restitution to Plaintiffs and Class members;

C. Requiring LG to pay any applicable statutory and/or civil penalties;

D. Awarding pre- and post-judgment interest as prescribed by law;

E. Awarding reasonable attorneys' fees and costs as permitted by law;

F. Entering such other or further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

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

Dated: March 31, 2017

Respectfully submitted,

By: /s/ *Jordan Elias*

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Counsel for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I, Jordan Elias, hereby certify that on March 31, 2017I electronically filed a *First Amended Complaint* with the Clerk of the United States District Court for the Central District of California using the CM/ECF system, which shall send electronic notification to all counsel of record.

I also certify that I will have the foregoing *First Amended Complaint* personally served on Defendants LG Electronics U.S.A., Inc. and LG Electronics MobileComm U.S.A., Inc. who have not appeared in this action.

/s/ Jordan Elias
Jordan Elias