

JERRY R. DAGRELLA, Bar No. 219948
DAGRELLA LAW FIRM, P.C.
1001 Wilshire Blvd., #2228
Los Angeles, CA 90017
Telephone: (714) 292-8249
Email: dagrella@lawyer.com

Attorney for Plaintiff
Jerry Dagrella

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JERRY DAGRELLA, an individual,

Case No. CVCO2405948

Plaintiff,

V.

SAMSUNG ELECTRONICS AMERICA,
INC., a New York Corporation doing
business in the State of California; and
DOES 1 through 100, inclusive,

Defendants.

**VERIFIED FIRST AMENDED
COMPLAINT FOR:**

1. Breach of Express Warranty;
2. Violation of the Magnuson-Moss Warranty Act; and,
3. Negligence

FIRST AMENDED COMPLAINT

Plaintiff Jerry Dagrella alleges as follows:

3 1. Plaintiff Jerry Dagrella ("Plaintiff") is a resident of Riverside County, California.
4 He purchased a Samsung-branded gas dryer that was manufactured, designed, warranted and sold
5 by Samsung. The dryer was purchased from Samsung.com and delivered and installed by
6 Samsung's e-commerce department.

7 2. Defendant Samsung Electronics America, Inc. ("Samsung") is a New York
8 corporation conducting business in California under Entity No. 0916172.

9 3. The true names and capacities, whether individual, corporate, associate or
10 otherwise, of Defendant Does 1 through 100, inclusive, are unknown to Plaintiff. Plaintiff is
11 informed and believes and based thereon alleges that Defendant Does 1 through 100, inclusive,
12 are each responsible in some manner for the wrongs herein alleged. Accordingly, Plaintiff sues
13 Does 1 through 100, inclusive, by said fictitious names. Plaintiff will seek leave to amend the
14 Complaint to set forth the true names and capacities of Defendant Does 1 through 100, when the
15 same have been ascertained

16 4. Plaintiff is informed and believes and based thereon alleges that at all times herein
17 mentioned each Defendant, including those named fictitiously herein, in addition to acting for
18 himself, herself and itself and on his, her or its own behalf individually, are and were acting as the
19 co-conspirator, alter-ego, agent, servant, employee and representative of, and with the knowledge,
20 consent and permission of, each and all of the other Defendants and within the course, scope and
21 authority of said conspiracy, agency, service, employment and representation.

22 5. Samsung manufactured, marketed, advertised, warranted, sold, delivered and
23 installed the gas dryer purchased by Plaintiff, either directly or through authorized distribution
24 channels.

25 6. Samsung expressly warranted that within the warranty period, it would replace the
26 dryer or pay for factory-specified parts and repair labor to correct defects in materials or
27 workmanship.

1 7. Despite Samsung's representations and warranties, the gas dryer had a defect
2 discovered during the warranty period. Samsung has systematically refused to honor its warranty
3 to pay for repair or replacement of the appliance.

4 8. Specifically, on August 11, 2024, Plaintiff purchased the gas dryer from
5 Samsung.com, which was delivered on August 14, 2024. On September 2, 2024, Plaintiff initiated
6 a warranty service request due to a noise during operation, apparently caused by the drum
7 scraping against the appliance's internal wall.

8 9. On September 4, 2024, a Samsung service technician arrived at Plaintiff's home to
9 inspect the dryer. The service technician dismantled the dryer in the laundry area of the home.
10 He inspected the dryer and concluded that there was internal damage to the unit. He initially
11 attributed the internal damage to the retailer that delivered the unit, claiming it wasn't covered by
12 warranty. Plaintiff informed the technician that Samsung had both sold and delivered the dryer; at
13 which point, the technician shifted blame to the installer, asserting that Samsung wasn't
14 responsible for damage caused by its own installers. Plaintiff perceived this as a pattern,
15 suggesting the technician was trained to deflect warranty responsibility from Samsung.

16 10. Plaintiff argued that the defect in the new appliance could have originated during
17 manufacturing or transport from overseas facilities, not necessarily during installation. The
18 technician acknowledged this possibility but admitted he couldn't implicate Samsung due to his
19 working relationship with the company.

20 11. The Samsung technician reassembled the dryer components and forcefully pushed
21 the unit back against the wall in the laundry area. The technician then asked Plaintiff to sign a
22 statement on a mobile device indicating the dryer had been "repaired." Plaintiff refused, objecting
23 that the dryer hadn't been repaired and that signing would jeopardize any warranty claim. Despite
24 the technician's assurances that it wouldn't affect the warranty, Plaintiff, identifying himself as a
25 lawyer, declined to sign a false statement but offered to acknowledge the technician's visit.
26 Alarmingly, the technician then said, "It's okay, I will sign it for you," and proceeded to forge
27 Plaintiff's signature on the statement in front of Plaintiff and two witnesses.

1 **12.** Later that same day (September 4, 2024), Plaintiff contacted Samsung's support
2 center and was transferred multiple times before speaking with a representative named Kingston.
3 Initially, Kingston tried to shift responsibility to the retailer, which he seemed to believe was a
4 large chain store like Home Depot or Lowes. However, when informed that Samsung itself was
5 both the retailer and installer, Kingston changed his approach. Kingston ultimately informed
6 Plaintiff that internal damage was not covered under warranty and that Samsung would not
7 replace the dryer. Plaintiff argued that this was a brand-new dryer delivered in defective
8 condition, and it was inappropriate for Samsung to blame others in the supply chain or conclude
9 that the damage was caused by anything other than a manufacturing or transport issue.

10 **13.** Despite Plaintiff's arguments, Samsung refused to replace the defective gas dryer.
11 The company seems to have an internal policy of attributing fault to other parties in the retail
12 chain to avoid honoring warranty obligations. Ironically, in this case, Samsung was the sole party
13 involved in the entire process - from marketing and selling to delivering and installing the dryer -
14 yet still refused to accept responsibility for the defect.

15 **14.** Plaintiff alleges that Samsung intentionally and systematically engages in conduct
16 intended to avoid honoring warranties with consumers. Specifically:

17 (a) Samsung understaffs its warranty servicing department while heavily staffing its
18 sales department, prioritizing sales over customer service.

19 (b) Samsung's service technicians are trained to find reasons to deny warranty
20 coverage and communicate to customers that no warranty coverage exists.

21 (c) Samsung intentionally creates an inconvenient warranty process, expecting
22 consumers to buy new appliances or repair them independently rather than pursue warranty
23 claims, thus relieving Samsung of its warranty obligations.

24 **15.** On September 7, 2024, Plaintiff used the dryer and noticed an unusual amount of
25 heat accumulating in the laundry room area. Upon inspection, Plaintiff discovered that the vent
26 hose was not properly connected to the dryer by the technician. Further examination revealed that
27 the dryer vent hose was completely torn apart, likely due to the technician's careless reinstallation
28 and forceful repositioning of the dryer against the wall. As a result, the dryer was expelling

1 heated air and potentially dangerous carbon dioxide directly into the laundry room instead of
2 venting it outside. This situation posed a significant health risk, as carbon dioxide can cause
3 dizziness, headaches, and in severe cases, asphyxiation. Additionally, Plaintiff observed that the
4 tile floor around the dryer was cracked and scratched, evidencing the technician's negligent
5 handling of the appliance.

FIRST CAUSE OF ACTION

(For Breach of Express Warranty Against Defendants)

8 16. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs,
9 and incorporates the same as if set forth herein at length.

10 17. Defendants breached their express warranties by supplying the gas dryer in a
11 condition that does not satisfy warranty obligations and by failing to compensate Plaintiff for
12 damages caused by the dryer.

13 18. At all times relevant to this action, Defendants made false representations in
14 breach of the express warranties and in violation of state express warranty laws, including
15 California Commercial Code section 2313.

16 19. Plaintiff has complied with the warranty terms, including usage instructions.
17 Plaintiff has made a demand upon Defendants to perform under the warranty terms, but
18 Defendants have failed to comply with those terms.

19 20. As a direct and proximate result of the breach of express warranties, Plaintiff has
20 suffered damages, injury in fact, and ascertainable loss in an amount to be determined at trial,
21 including repair and replacement costs of the dryer and damages to other property, including
22 repairing the flooring.

23 21. Wherefore, Plaintiff demands judgment against Defendants for compensatory
24 damages, plus interest, costs, and such additional relief as the Court may deem appropriate or to
25 which Plaintiff may be entitled of at least \$10,000.00.

26 //

27 //

11

SECOND CAUSE OF ACTION

(For Violation of the Magnuson-Moss Warranty Act Against Defendants)

3 22. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs,
4 and incorporates the same as if set forth herein at length.

5 23. Congress enacted the Magnuson-Moss Warranty Act, 15 U.S.C. §2301 et seq., in
6 response to widespread consumer complaints regarding misleading and deceptive warranties. The
7 Act imposes civil liability on any "warrantor" for failing to comply with any obligation under
8 written and implied warranties. (15 U.S.C. §2301(d)(1).)

9 24. Samsung gas dryers are a "consumer product," as defined by § 2301(1).

10 25. Plaintiff is a "consumer" as defined by § 2301(3).

11 26. Defendants are "warrantors" and "suppliers" as defined by §§ 2301(4) and (5).

12 27. Defendants have failed to remedy the dryer's defect.

13 28. At the time Defendants issued written warranties for the Samsung dryers,
14 Defendants knew and had notice that the dryers had the propensity to make noise during
15 operation and prematurely fail. Defendants' continued misrepresentations and omissions
16 concerning the dryers, as well as Defendants' failure to abide by their own written and implied
17 warranties, are "[u]nfair methods of competition in or affecting commerce, and [are] unfair or
18 deceptive acts or practices in or affecting commerce." Accordingly, Defendants' behavior is
19 unlawful under 15 U.S.C. §2301(b), 45(a)(1).

20 **29.** Plaintiff seeks to recover damages caused as a direct result of Defendants' breach
21 of their written and implied warranties and their deceitful and unlawful conduct. Damages include
22 labor and costs associated with replacement of the dryer and other property damaged thereby.

23 **30.** The Act also provides for an award of costs and expenses, including attorneys' fees, to prevailing consumers in the Court's discretion. (15 U.S.C. §2301(d)(2). Plaintiff intends to seek such an award as a prevailing consumer at the conclusion of this case.

26 //

27 //

28 //

THIRD CAUSE OF ACTION

(For Negligence Against Defendants)

31. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs, and incorporates the same as if set forth herein at length.

32. Defendants are engaged in the business of providing service or repair to laundry appliances.

33. In undertaking to perform those services, Defendants had a duty to perform those services in a good and workmanlike manner and not cause damage to other property.

34. On a date within two years before this pleading was filed with the Court, Plaintiff sought repairs from Defendants. However, Defendants egregiously breached their duty to Plaintiff by failing to perform the repairs in a good and workmanlike manner, resulting in damage to both the dryer unit and the surrounding floor in the laundry area. The situation is particularly severe because the damaged tiles are no longer manufactured, making a simple replacement impossible. Replacing only the damaged tiles with a different design would create an unsightly and inconsistent floor appearance, drastically reducing the aesthetic value and potentially the market value of Plaintiff's property. To restore the floor to its original condition and maintain the home's integrity, it is necessary to replace all the tile in both the laundry area and the adjoining foyer. This comprehensive renovation is estimated to cost at least \$15,000. Given that this extensive damage and costly repair requirement stems directly from Defendants' negligence, it is both fair and logical that Samsung should bear the full cost of restoring Plaintiff's property to its pre-damage state.

35. As a direct and proximate result of Defendants' breach, Plaintiff has been damaged in an amount to be proven at trial but expected to be at least \$15,000.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For actual and consequential damages;
2. For reasonable attorney's fees;
3. For statutory and treble damages;
4. For costs of suit;

1 5. For punitive damages; and,
2 6. For such other and further relief as the Court deems just and proper.

3 Dated: October 7, 2024

DAGRELLA LAW FIRM, P.C.

4
5 By:

6 JERRY R. DAGRELLA
7 Attorney for Plaintiff

1001 WILSHIRE BLVD., SUITE 22228
DAGRELLA LAW FIRM
LOS ANGELES, CA 90017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

2 I, Jerry Dagrella, have read the foregoing **VERIFIED FIRST AMENDED**
3 **COMPLAINT FOR: 1. Breach of Express Warranty; 2. Violation of the Magnuson-Moss**
4 **Warranty Act; and, 3. Negligence;** and know the contents thereof to be true of my own
5 knowledge, except as to those things stated upon information and belief, and as to those I believe
6 it to be true.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed on October 7, 2024, at Riverside, California.

Jerry Dagrella